AGENDA
BOARD OF SUPERVISORS
SONOMA COUNTY
575 ADMINISTRATION DRIVE, ROOM 102A
SANTA ROSA, CA 95403

TUESDAY **AUGUST 14, 2018** **8:30 A.M.**

(The regular afternoon session commences at 1:30 p.m.)

Susan Gorin	First District	Sheryl Bratton	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
James Gore	Fourth District		
Lynda Hopkins	Fifth District		

This is a simultaneous meeting of the Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Sonoma County Public Finance Authority, and as the governing board of all special districts having business on the agenda to be heard this date. Each of the foregoing entities is a separate and distinct legal entity.

The Board welcomes you to attend its meetings which are regularly scheduled each Tuesday at 8:30 a.m. Your interest is encouraged and appreciated.

AGENDAS AND MATERIALS: Agendas and most supporting materials are available on the Board's website at http://www.sonoma-county.org/board/. Due to legal, copyright, privacy or policy considerations, not all materials are posted online. Materials that are not posted are available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday, at 575 Administration Drive, Room 100A, Santa Rosa, CA.

SUPPLEMENTAL MATERIALS: Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the Board of Supervisors office at 575 Administration Drive, Room 100A, Santa Rosa, CA, during normal business hours.

DISABLED ACCOMMODATION: If you have a disability which requires an accommodation, an alternative format, or requires another person to assist you while attending this meeting, please contact the Clerk of the Board at (707) 565-2241 or bos@sonoma-county.org as soon as possible to ensure arrangements for accommodation.

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Sonoma County Transit: Rt. 20, 30, 44, 48, 60, 62
Santa Rosa CityBus: Rt. 14
Golden Gate Transit: Rt. 80
For transit information call (707) 576-RIDE or 1-800-345-RIDE or visit or http://www.sctransit.com/

APPROVAL OF THE CONSENT CALENDAR

The Consent Calendar includes routine financial and administrative actions that are usually approved by a single majority vote. There will be no discussion on these items prior to voting on the motion unless Board Members request specific items be discussed and/or removed from the Consent Calendar. There will an opportunity for the public to comment on the consent calendar prior to it being voted upon.

PUBLIC COMMENT

Any member of the public may address the Board on a matter listed on the agenda. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to the agenda item under discussion. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers.

8:30 A.M. CALL TO ORDER
PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA

(Items may be added or withdrawn from the agenda consistent with State law)

II. CONSENT CALENDAR

SONOMA COUNTY WATER AGENCY

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

AND

SONOMA VALLEY SANITATION DISTRICT

(Directors: Gorin, Gore, Mayor Agrimonti)

1. North Bay Water Reuse Authority – Amended Professional Service Agreement:
   Authorize Water Agency's General Manager or designee to execute the Third Amended Agreement for Engineering, Environmental, and Public Outreach Services for North Bay Water Reuse Authority with Brown and Caldwell to provide engineering, environmental, and public outreach services for North Bay Water Reuse Authority increasing the amount by $176,103, expanding the scope of work to include fiscal year 2018/2019 tasks, and extending the agreement term by one year for a new not-to-exceed agreement total of $3,495,756 (Water Agency share: $22,996; Sonoma Valley Sanitation District share: $20,405) and end date of October 31, 2019. The North Bay Water Reuse Program (Program) is a model for maximizing the benefits of limited water resources and providing a reliable water source for the region.
   (First and Second Districts)

2. North Bay Water Reuse Program Phase 2 Final EIR Certification and Project Approval:
   A) Adopt a resolution of the Board of Directors of the Sonoma County Water Agency certifying the Final Environmental Impact Report for the North Bay Water Reuse Program Phase 2 and making certain findings in connection therewith.
   B) Adopt a resolution of the Board of Directors of the Sonoma Valley County Sanitation District approving projects under its jurisdiction identified in the North Bay Water Reuse Program Phase 2 Final Environmental Impact Report/Environmental Impact Statement, adopting mitigation measures and a Mitigation Monitoring Plan, adopting a Statement of Overriding Considerations, making certain related findings, and authorizing the filing of a Notice of Determination.
   (First and Second Districts)

SONOMA COUNTY WATER AGENCY/ OCCIDENTAL COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

3. Budget Resolutions for the Occidental County Sanitation District and the Airport-Larkfield-Wikiup Sanitation Zone:
   A) Adopt a Resolution authorizing adjustment to the Board Adopted Budget for Fiscal Year 2018-2019 for the Sonoma County Water Agency's Airport-Larkfield-Wikiup Sanitation Zone, in the amount of $420,000.
   B) Adopt a Resolution authorizing adjustment to the Board Adopted Budget for Fiscal Year 2018-2019 for the Occidental County Sanitation District, in the amount of $90,000.
   C) Authorize Sonoma County Water Agency's General Manager to approve change orders with TerraCon Constructors Inc for construction of backwash discharge piping and the compliance bypass piping at Airport-Larkfield-Wikiup Sanitation Zone Treatment Plant. The work involves a not to exceed amount of $150,000 to install piping for compliance with California Code of Regulations Title 22 requirements.

   (4/5th Vote Required)(Fourth and Fifth Districts)

SONOMA COUNTY WATER AGENCY

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

AND

PERMIT AND RESOURCE MANAGEMENT

4. Hanson Russian River Flood Plain Restoration:
   A) Authorize the General Manager of the Sonoma County Water Agency to execute a funding agreement with the California Coastal Conservancy not to exceed $100,000 for additional groundwater and surface water studies related to the Master Restoration Plan; and,
   B) Adopt a resolution authorizing adjustments to the Board adopted Sonoma County Water Agency Budget for Fiscal Year 2018-2019 for the Russian river Projects Fund in the amount of $100,000.

   (Fourth and Fifth Districts)(4/5th Vote Required)

SONOMA COUNTY WATER AGENCY

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

5. Consulting Services for Potter Valley Hydroelectric Project Relicensing Proceedings:
   Authorize the General Manager of the Sonoma County Water Agency to execute the Cooperative Agreement to Provide Funding for Shared Consulting Services with the Round Valley Indian Tribes in the not-to-exceed amount of $87,000, to evaluate impacts on Russian River and Eel River watersheds and inform future project relicensing proceedings.

6. Update and Implement Energy Education Program with Sonoma Clean Power Authority:
   Authorize the Sonoma County Water Agency's (Water Agency) General Manager to execute an agreement with Sonoma Clean Power Authority (Authority) for the Water Agency to update and implement an Energy Education Program through June 30, 2019, in the amount of $275,000 (Authority is paying the Water Agency) and, consistent with other agreements, authorize the General Manager to amend or terminate the agreement with approval of County Counsel.

7. As-Needed Field Operations Assistance Services:
   A) Authorize Water Agency's General Manager to execute an agreement with Hanford Applied Restoration & Conservation for as-needed field operations assistance services through August 14, 2020, in the not-to-exceed amount of $500,000.
   B) Adopt a Resolution authorizing adjustment to the Board Adopted Budget for Fiscal Year 2018-2019 for the Water Agency Warm Springs Dam Fund in the amount of $200,000.

8. Janitorial Services:
   Authorize Water Agency's General Manager to execute an agreement with James Furuli Investment Company, Inc., dba Environmental Dynamics to provide janitorial services through August 24, 2020, for the amount of $300,000.

9. North Bay Water Reuse Authority Phase II Grant Administration:
   Adopt a Resolution authorizing the General Manager of the Sonoma County Water Agency, or his designee:
   A) Sign and file an application with the United States Bureau of Reclamation pursuant to the Water Infrastructure Improvements for the Nation Act for funding the North Bay Water Reuse Program construction activities;
   B) Execute a cooperative agreement with the United States Bureau of Reclamation; and
   C) Take all actions necessary to implement the cooperative agreement.
   (First and Second Districts)

10. Green Valley Creek High Flow Channel Project:
    A) Adopt a resolution adopting the Initial Study and Negative Declaration for the Green Valley Creek High Flow Channel Project, making certain related findings, approving the project, and directing the General Manager to file a Notice of Determination;
    B) Authorize the Water Agency's General Manager to execute a License Agreement with Jay and Tammie Ress that will allow the Water Agency to construct the Green Valley Creek High Flow Channel Project, on property owned by Jay and Tammy Ress (Ress Property), located at 10201 Green Valley Road, Sebastopol; and
    C) Delegate authority to the Water Agency's General Manager to execute a Limited Duration Easement at the termination of the License Agreement for continued use of the Ress Property for the proposed Green Valley Creek High Flow Project for a period not to exceed four years in substantially the form provided to the Board following approval from County Counsel.
    (Fifth District)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

11. Environmental Services Agreements:
Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute eleven service agreements for environmental services and planning work on District-protected lands totaling $925,000 effective for three years ending on August 14, 2021, as follows:
    A) An agreement with Prunuske Chatham, Inc., in an amount not-to-exceed $200,000;
    B) An agreement with Tukman Geospatial LLC in an amount not-to-exceed $150,000;
    C) An agreement with John C. Garcia DBA Garcia and Associates, Inc. in an amount not-to-exceed $100,000;
    D) An agreement with Pacific Watershed Associates, Inc. in an amount not-to-exceed $100,000;
    E) An agreement with Robert E. Evans DBA Rob Evans & Associates in an amount not-to-exceed $100,000;
    F) An agreement with Moore, Iacofano, and Goltsman, Inc. DBA MIG, Inc. in an amount not-to-exceed $75,000;
    G) An agreement with Roger Sternberg in an amount not-to-exceed $50,000;
    H) An agreement with Sonoma Resource Conservation District in an amount not-to-exceed $50,000;
    I) An agreement with Thomas M. Origer DBA Tom Origer & Associates in an amount not-to-exceed $50,000;
    J) An agreement with Arthur W. Dawson DBA Baseline Consulting in an amount not-to-exceed $25,000; and,
    K) An agreement with Evans & De Shazo, Inc. in an amount not-to-exceed $25,000.

12. Sixth Amendment to Lease for Office of Sonoma County Agricultural Preservation and Open Space District:
Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute an amendment to the Lease Agreement between Papeete, LLC and the District, extending the lease for two years, through July 31, 2020 for a total cost of $438,592.

13. Reauthorization of Farm Bill (2018) – Amendment to Agreement:
Authorize the General Manager of the Agricultural Preservation and Open Space District to execute an amendment to a July 31, 2017 agreement with 9b Group, Inc., extending the term one year and adding $50,000 to the payment terms for a total amount not-to-exceed $100,000. This will allow for continued representation during finalization of the Reauthorization of the Conservation title in the 2018 Farm Bill and the subsequent development of Rules, Regulations, and implementing Manuals.

COMMUNITY DEVELOPMENT COMMISSION

(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)

14. Sonoma County Community Development Commission Loan Policy Revisions:
Approve amended Sonoma County Community Development Commission (Commission) loan policy regarding Executive Director's authority to waive accrued interest on Commission loans where appropriate to preserve the long-term affordability of Commission-supported properties.

AUDITOR- CONTROLLER-TREASURER-TAX COLLECTOR

15. Gold Ridge Resource Conservation District Fund Transfer:
Approval of the Resolution of the Board of Supervisors, County of Sonoma, State of California, authorizing the Auditor-Controller Treasurer-Tax Collector to establish a temporary fund transfer for Gold Ridge Resource Conservation District in an amount up to $600,000.
(Fourth and Fifth Districts)

16. 2018 Defaulted Property Tax Sale:
Approve a resolution of the Sonoma County Board of Supervisors authorizing the ACTTC to conduct the sale of tax defaulted property at either a public auction on or after October 26, 2018 or a sealed bid sale on or after November 7, 2018.

BOARD OF SUPERVISORS

17. Disbursement of Fiscal Year 2018-2019 Fourth District Community Investment Fund Grant Awards:
Approve Community Investment Fund grant awards and Authorize the County Administrator, or designee, to execute an agreement with the following non-profit entities for advertising and economic development efforts for FY 2018-2019: Cloverdale Arts Alliance –Friday Night Live on the Plaza, $2,000; Cloverdale Performing Arts-2018/2019 Season, $5,000; Courtney's Pumpkin Patch- 2018 Pumpkin Patch, $1,500; Kiwanis Club of Cloverdale-Oktoberfest, $750; Russian River Keeper- 32nd Annual Russian River Watershed Clean up, $1,000; Windsor Educational Foundation-Scarecrow Days on the Green, $1,500. (Fourth District)

18. Approve the Minutes of the meetings July 10, 24 and 31, 2018.

19. Original Jurisdiction for Use Permit Modification– Roblar Road Rock Quarry – UPE16-0058:
Adopt a Resolution exercising original jurisdiction over the modification of the surface mining Use Permit application for the Roblar Road Rock Quarry located at 7175 Roblar Road Petaluma; APNs 027-080-010; PRMD File No. UPE16-0058. (Second District)

CLERK-RECORDER-ASSESSOR

20. Modern Voting System Contract:
A) Authorize the County Clerk-Recorder-Assessor to execute an agreement with Dominion Voting Systems Inc. to provide equipment, licensing, maintenance, and support services for the Democracy Suite version 5.2 voting system for the period August 7, 2018 through June 30, 2026 in an amount not to exceed $2,300,000.
B) Adopt a Resolution adjusting the FY 2018-2019 Budget increasing appropriations to the Clerk-Recorder-Assessor Department by $500,000 in order to purchase a modern voting system and accessory equipment needed for implementation.
(4/5th Vote Required)

COUNTY ADMINISTRATOR

21. Tourism Impact Grant Funding Agreement Renewals:
    A) Authorize the County Administrator, or designee, to delegate authority to renew agreements to extend the term to June 30, 2019 and make minor modifications to allow more time to non-profit partners Russian Riverkeeper on behalf of Clean River Alliance, Mark West Chamber of Commerce, Binational Health, Luther Burbank Memorial Foundation DBA Luther Burbank Center, Bodega Bay Fire Protection District, Coast Life Support District, and City of Sebastopol as well as the Department of Transportation and Public Works to complete grant work financed with FY 2017-2018 Tourism Impact for a total of $161,322.95;
    B) Authorize the County Administrator, or designee, to amend this agreement to lengthen the time schedules and make minor modifications to the allowed uses that do not increase the amount awarded under the agreement; and
    C) Adopt a Budget Resolution amending the Community Investment Fund Fiscal Year 2018-2019 by $161,322.95 to rebudget prior year awarded but unused Tourism Impact Measure L Funds.

22. Federal Advocacy Service Agreements:
    Authorize the County Administrator to execute agreements for federal advocacy services:
    A) Van Scoyoc Associates for a term of July 1, 2018 – December 31, 2020 at a rate of $5,000 per month to provide federal legislative advocacy related to health services, transportation, and tribal issues, and to include overall legislative coordination and strategy; and
    B) Alcalde and Fay for a term of July 1, 2018 – December 31, 2020 at a rate of $4,500 per month to provide federal legislative advocacy related to general needs and to include overall legislative coordination and strategy.

23. Recovery Update:
    Receive update from the Office of Recovery and Resiliency on the status of recovery operations, planning, seeking of funding opportunities, community engagement and status of recovery plan.

GENERAL SERVICES/ECONOMIC DEVELOPMENT BOARD/ BOARD OF SUPERVISORS/INFORMATION SYSTEMS

24. Video Production Services:
    A) Authorize the Chair of the Board to execute an Agreement with Culture Pop Films for Video Production Services for a three year period from September 1, 2018 to August 31, 2021 for an amount not to exceed $258,354.
    B) Authorize the Chair of the Board the option to execute two extensions for a period of one year each.

GENERAL SERVICES/INFORMATION SERVICES

25. Information Systems Department Project in Capital Improvement Plan Revision:
    Adopt a Resolution authorizing the transfer of $500,000 funds from Capital Improvement Project R190001-Information Systems Department Space Reconfiguration to Capital Improvement Project R180017-Information Systems Department Reprographics Space Repurpose to meet critical department space needs.

GENERAL SERVICES/TRANSPORTATION AND PUBLIC WORKS

26. License Agreement with North Sonoma Coast Fire Protection District for the Annapolis Fire Station:
    A) Authorize the General Services Director to execute a license agreement with the North Sonoma Coast Fire Protection District, for use of County property located at 32700 Annapolis Road, Annapolis, for use as the Annapolis Fire Station: for a term of ten (10) years, commencing on April 1, 2016 and expiring on March 31, 2026, with one, 10-year option to extend the term; and to execute future amendments and associated documents, as reasonably requested by General Services staff, and in consultation with County Counsel, which are not inconsistent with the essential terms of the license agreement; and
    B) Make findings as required by Government Code Section 26227, that the proposed license agreement is necessary in the furtherance of the public safety needs of the County and is therefore in the public interest, and that the County shall not need the Premises during the term of the license agreement.

HEALTH SERVICES

27. First 5 Sonoma County Early Childhood Education Facilities Grant Program and Fiscal Adjustments:
    A) Authorize the Director of Health Services to execute agreements for the First 5 Sonoma County Early Childhood Education Facilities Grant Program in an amount not-to-exceed $600,000 through June 30, 2023 for projects that support the First 5 Sonoma County Commission's Strategic Plan outcomes.
    B) Adopt a resolution adjusting the fiscal year 2018-2019 final budget by increasing revenues and expenditures in the Department of Health Services by $240,127 to support the First 5 Sonoma County Commission's Early Childhood Education Facilities Grant and Responsive Grant Programs.

    (4/5 vote required)

28. Tobacco Retailer Licensing Ordinance:
    Adopt a resolution introducing, reading the title of, and waiving further reading of a proposed ordinance amending Chapter 32A of the Sonoma County Code to lower the minimum age for persons selling tobacco from 21 to 18 years. (First Reading)

HUMAN SERVICES

29. Accept Archstone Expansion Grant Funding:
    Authorize the Human Services Department to accept expanded grant funding in the amount of $375,000 for a three-year grant from the Archstone Foundation to address depression in low-income older adults.

30. HSD Contract with Workforce Alliance North Bay:
    Authorize the Director of the Human Services Department to execute an agreement with Workforce Alliance of the North Bay (WANB) for $107,100 to carry out Regional Planning Implementation activities during the period August 15, 2018 through June 30, 2019. The implementation planning activities will promote upward income mobility for lower waged job seekers and ensure that the needs of the business community are being met.

31. Authorize the Director of the Human Services Department to execute the following agreements with the Council on Aging and execute future amendments to adjust for revenue changes:
    A) Contract renewal to provide elder advocacy and care coordination for elder victims of crime with funding from the Victims of Crime Act (VOCA) grant in the amount of $154,015.00 for the term of July 1, 2018 to December 31, 2019.
    B) Contract renewal for the Age-Friendly Communities Coordinator in the amount of $100,000 for the term of July 1, 2018 through June 30, 2019.

INFORMATION SYSTEMS

32. Extension of existing agreement with Dimension Data for support of Voice Systems and Infrastructure:
    Authorize the Director of Information Systems Department to extend an existing Professional Services Agreement with Dimension Data, Inc. for the daily operational support of the County's unified communications telephone system for a total not to exceed $311,662 for the period of August 18, 2018 to February 17, 2019.

PERMIT AND RESOURCE MANAGEMENT

33. Grant Deed of Agricultural Easement and Covenant, Farm Family Housing; ZPE17-0435:
    Authorize the Chair of the Board of Supervisors to execute a Deed of Agricultural Easement and Covenant to allow one detached farm family dwelling unit on property located at 7013 Westside Road, Healdsburg, APN: 110-240-039. (Fourth and Fifth Districts)

PROBATION/HUMAN SERVICES

34. 2018 Combined Fund Drive:
    Recognize the 2018 County of Sonoma Combined Fund Drive leadership team, chair, David Koch, Probation, and co-chair, Karen Fies, Human Services, and delegate authority to the chairs to conduct the 2018 Fund Drive in partnership with the United Way of the Wine County; approve up to $5,500 in General Fund to cover the Fund Drive expenses; and delegate authority for the Fund Drive Chair to sign the Memorandum of Understanding with United Way of the Wine Country for the administration of the Fund Drive through March 29, 2019.

REGIONAL PARKS/TRANSPORTATION AND PUBLIC WORKS

35. Rips Redwoods Updated Trail Easement and Quitclaim to Improve Title:
    A) Adopt resolution of the Board of Supervisors of Sonoma County authorizing the acquisition of a trail easement over a portion of the Rips Redwoods property, making certain findings, and authorizing all other actions necessary to establish a trail easement.
    B) Authorize the Chair to execute a quitclaim deed as to the interest conveyed to the County of Sonoma by a Right of Entry, recorded on February 2, 1984 as Document Number 1984-007222 in the Office of the Sonoma County Recorder.
    (Fifth District)

SHERIFF'S OFFICE

36. Annual Federal Equitable Sharing Agreement and Certification with the U.S. Department of Justice and the U.S. Treasury:
Authorize the Chairperson of the Board of Supervisors to execute an annual Federal Equitable Sharing Agreement and Certification with the U.S. Department of Justice and the U.S. Treasury, as timely annual reporting ensures eligibility for future funding.

TRANSPORTATION AND PUBLIC WORKS

37. Solid Waste Collection Franchise Agreement – Sonoma Garbage Collectors Second Amendment:
Authorize the Chair to execute Amendment No. 2 to the Solid Waste Collection Franchise Agreement By and Between the County of Sonoma and Sonoma Garbage Collectors (SGC) to:
A) Provide a residential 20-gallon garbage can service option; and
B) Change the audit period from Company's preceding fiscal year to County's preceding fiscal year.

38. Agreement with OPAC Consulting Engineers, for design of the Chalk Hill Road Bridge over Maacama Creek Bridge Replacement Project:
A) Authorize the Chair to execute the agreement with OPAC Consulting Engineers for engineering design services for the Chalk Hill Road Bridge over Maacama Creek Bridge Replacement Project for a not to exceed amount of $1,779,974, with a term ending 5 years from date of execution.
B) Staff also recommends the Board authorize the Director of Transportation and Public Works to execute a 10% contingency in the amount of $177,997 to fund additional, unforeseen scope changes for the related work.
(Fourth District)

APPOINTMENTS/REAPPOINTMENTS

39. Approve the re-appointment of Kevin Jones Jr. to the Commission of Human Rights for a two-year term through April 4, 2020. (Second District)

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING
(Gold resolutions are presented in the afternoon session at 1:30 P.M.)

40. Adopt a Resolution proclaiming August 26, 2018 to be Women's Equality Day in Sonoma County. (Human Resources)

41. Adopt a Gold Resolution commending Brian Fies for his contributions to the arts and literature in Sonoma County. (Fourth District)

III. 8:45 A.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS

(Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Each person is usually granted time to speak at the discretion of the Chair. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.)

IV. REGULAR CALENDAR

AGRICULTURAL COMMISSIONER

42. 2017 Sonoma County Crop Report:
Receive the 2017 Sonoma County Crop Report (Informational Only)

COUNTY ADMINISTRATOR/FIRE AND EMERGENCY SERVICES

43. Fire Services Project Update:
A) Accept an update on the Fire Services Project.
B) Approve the Sonoma County Comprehensive Fire Service Deployment Plan in Attachment 1.
C) Implement the Priority Steps in Attachment 2.
D) Dissolve the existing Fire Services Ad Hoc and appoint a new Fire Implementation Ad Hoc as outlined in Attachment 3.
E) Dissolve the Fire Services Advisory Council and request that the Sonoma County Fire Chiefs' Association create a select group of Chiefs to provide input to the Fire Implementation Ad Hoc
F) Direct the Interim Director of Fire and Emergency Services to explore the funding alternatives, including a possible 2019 tax measure, to begin the implementation of the Plan.

COUNTY ADMINISTRATOR/FIRE AND EMERGENCY SERVICES/ HUMAN RESOURCES/ BOARD OF SUPERVISORS AND SONOMA COUNTY WATER AGENCY/ COMMUNITY DEVELOPMENT COMMISSION/ AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

44. Emergency Management Program Update and Reporting Relationship Study:

A) Receive and review staff updates regarding key developments in the County's emergency management program including:
   i. Community alert and warning;
   ii. Role of County Supervisors in disaster;
   iii. County Emergency Council;
   iv. Continuity of Operations; and
   v. Related Human Resource actions.

B) Review and accept the staff Emergency Management Program Assessment Report and provide direction to staff regarding implementation of selected action items for restructuring the County's emergency management organization.

C) Review potential options for realignment of the County's emergency management organization and provide direction to staff regarding additional analysis and development of recommendations.

D) Adopt concurrent resolution directing County entities to develop and/or revise their Continuity of Operations Plans (COOP), identify organizational and procedural opportunities to integrate COOP functions with disaster response functions, and identify and develop a training and exercise program to support and maintain an integrated and effective County COOP and disaster preparedness program.

HUMAN RESOURCES

45. Actuarial Valuation of Proposed Changes to the Memorandum of Understanding extension between the County of Sonoma and the Deputy Sheriff's Association:
Receive and review the Tentative Agreement for a potential extension of the Memorandum of Understanding ("MOU") between the County of Sonoma ("County") and the Deputy Sheriff's Association ("DSA") for the period of August 28, 2018, through March 31, 2019 so that the Board is informed to receive the following valuations:

A) Valuation of the impact of changes in retiree medical benefits for DSA members of bargaining units 46 and 47 resulting from potential changes to the MOU between the County and DSA, pursuant to California Government Code Section 7507.

B) Valuation of the impact of salary and benefit increases for certain members of bargaining units 46 and 47 resulting from potential changes to the MOU between the County and DSA, pursuant to California Government Code sections 31515.5 and 23026.

46. Actuarial Valuation of Proposed Changes to the Memorandum of Understanding extension between the County of Sonoma and the Deputy Sheriff's Law Enforcement Management Unit:
Receive and review the Tentative Agreement for a potential extension of the Memorandum of Understanding ("MOU") between the County of Sonoma ("County") and the Deputy Sheriff's Law Enforcement Management Unit ("DSLEM") for the period of August 28, 2018, through March 31, 2019 so that the Board is informed to receive the following valuations:
A) Valuation of the impact of changes in retiree medical benefits for DSLEM members of bargaining unit 43 resulting from potential changes to the MOU between the County and DSA, pursuant to California Government Code Section 7507.
B) Valuation of the impact of salary and benefit increases for certain members of bargaining unit 43 resulting from potential changes to the MOU between the County and DSLEM, pursuant to California Government Code sections 31515.5 and 23026.

CLERK-RECORDER-ASSESSOR

47. Assessment Roll 2018-2019:
Informational presentation – The 2018-2019 Assessment Roll

BOARD OF SUPERVISORS

48. Fee Waiver:
Approve a fee waiver in the amount of $2,256 for West County Community Services for permitting fees for dining sites to provide meals for seniors in the three venues of Occidental, Forestville and Guerneville. (Fifth District)

V. PUBLIC COMMENT ON CLOSED SESSION ITEMS

VI. CLOSED SESSION CALENDAR

49. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Catherine Williams v. County of Sonoma- Sonoma County Superior Court Case No. SCV 261355
(Government Code Section 54956.9(d)(1).)

50. The Board of Supervisors and the Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Potter Valley Hydroelectric Project, FERC Project No. 77.
(Government Code Section 54956.9(d)(1).)

51. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Potential initiation of litigation pursuant to Government Code section 54956.9(d)(4). 1 case.
Code Enforcement matter regarding property at 9500 Bohemian Hwy., Monte Rio, CA, District 5
Property Owners: James E. Harper, Eva D. Harper, both deceased. Sabina Henderson, daughter of the original property owners, is appointed by Letters of Administration to oversee subject property issues.

52. The Board of Supervisors and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Potential initiation of litigation pursuant to Government Code section 54956.9(d)(2), (d)(4) (1 matter—3115 Porter Creek Road, Santa Rosa, California [Safari West], Owners—Peter & Nancy Lang).

53. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2). 1 Case. Russian Riverkeeper v Sonoma County.

54. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Potential initiation of litigation pursuant to Government Code section 54956.9(d)(4). 1 case.
Code Enforcement matter against Justin McGrath and Jennifer Nicole McGrath, regarding the property at 26 Bloomfield Rd. (aka 1794 Hwy. 116, aka 1798 Hwy. 116), Sebastopol, CA - APN 063-040-034, District 5.

55. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiators – Negotiator for the County: Caroline Judy, Director, General Services Department; Negotiator for the Potential Tenant: Mary Stompe, Executive Director, PEP Housing. Under Negotiation: Terms and conditions of possible lease of County-owned property. APN #051-020-025. (Government Code Section 54956.8.)

56. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2). 1 Case.

57. The Board of Supervisors, the Board of Directors of the Water Agency, the Board Commissioners of the Community Development Commission, and the Board of Directors of The Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiators: Christina Cramer/Carol Allen, County of Sonoma, and Rick Bolanos/Heather Coffman, Liebert Cassidy & Whitmore. Employee Organizations: All. Unrepresented employees: All, including retired employees. (Government Code section 54957.6).

VII. REGULAR AFTERNOON CALENDAR

58. **RECONVENE FROM CLOSED SESSION**

59. **REPORT ON CLOSED SESSION FROM AUGUST 7, 2018**

60. **REPORT ON CLOSED SESSION FROM AUGUST 14, 2018**

VIII. 1:30 P.M. - PRESENTATIONS/GOLD RESOLUTIONS

PERMIT AND RESOURCE MANAGEMENT

61. **1:35 P.M. -** Request for an Amendment to a Use Permit for the Sebastopol Charter School to allow modification of Condition of Approval #62 to add interim measures for condition compliance related to crossing of SR 116 at Danmar Drive and approve an Addendum to the Approve the proposed Amendment to Use Permit UPE14-0090 for the Sebastopol Charter School to modify Condition of Approval #62 to add interim measures for condition compliance and approval of an Addendum to the Project Revised Mitigated Negative Declaration. (Fifth District)

62. **1:45 P.M.** Appeal of a Use Permit approval for a new 60,000 case winery, a wine cave, a two-guest room marketing accommodation unit, a public and reserve tasting room, agricultural promotional events, and industry wide events; located at 7097 Westside Road, Healdsburg. PRMD File No. UPE14-0008. Appellants: Warren Watkins representing Healdsburg Citizens for Sustainable Solutions, Maacama Watershed Alliance, Forest Unlimited, Sonoma Coast Rural Preservation, and Todd Everett. Project Applicants: David and Carla Ramey on behalf of Ramey Vineyards LLC.:
Conduct a public hearing and at the conclusion of the hearing, adopt a Resolution denying the appeal and upholding the Board of Zoning Adjustment's decision to approve the Use Permit for a 60,000 case winery, a new wine cave, conversion of an existing historic hop kiln building to a public tasting room and conversion of an existing historic hop baling barn to a reserve tasting room with a two-guest room marketing accommodation unit on the upper floor, 22 agricultural promotional events per year, and two industry wide event days per year on 75 acres. (Fourth District)

AUDITOR- CONTROLLER-TREASURER-TAX COLLECTOR/ COUNTY COUNSEL

63. **3:45 P.M.** Hearing to Consider Rescission of the Tax Sale of A.P.N. 035-091-022-000 & 035-091-025-000:
Conduct hearing to consider whether to rescind the tax sale of A.P.N. 035-091-022-000 & 035-091-025-000, as required by Revenue and Taxation Code Section 3731.

IX. BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS

64. Permit and Resource Management Department: Review and possible action on the following:
Acts and Determinations of Planning Commission/Board of Zoning Adjustments
Acts and Determinations of Project Review and Advisory Committee
Acts and Determinations of Design Review Committee
Acts and Determinations of Landmarks Commission
Administrative Determinations of the Director of Permit and Resource Management
(All materials related to these actions and determinations can be reviewed at: http://www.sonoma-county.org/prmd/b-c/index.htm)

65. **ADJOURNMENT**

NOTE: The next Regular meeting will be held on August 28, 2018, at 8:30 a.m.

Upcoming Hearings (All dates are tentative until each agenda is finalized)

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 1
(This Section for use by Clerk of the Board Only.)

To:	Board of Directors, Sonoma County Water Agency, and Sonoma Valley County Sanitation District
Board Agenda Date: August 14, 2018	**Vote Requirement:** Majority
Department or Agency Name(s):	Sonoma County Water Agency and Sonoma Valley County Sanitation District
Staff Name and Phone Number:	**Supervisorial District(s):**
Kevin Booker 521-1865	First and Second
Title:	North Bay Water Reuse Authority – Amended Professional Service Agreement

Recommended Actions:

Authorize Water Agency's General Manager or designee to execute the Third Amended Agreement for Engineering, Environmental, and Public Outreach Services for North Bay Water Reuse Authority with Brown and Caldwell to provide engineering, environmental, and public outreach services for North Bay Water Reuse Authority increasing the amount by $176,103, expanding the scope of work to include fiscal year 2018/2019 tasks, and extending the agreement term by one year for a new not-to-exceed agreement total of $3,495,756 (Water Agency share: $22,996; Sonoma Valley Sanitation District share: $20,405) and end date of October 31, 2019. The North Bay Water Reuse Program (Program) is a model for maximizing the benefits of limited water resources and providing a reliable water source for the region.

Executive Summary:

The North Bay Water Reuse Program (Program) is a model for maximizing the benefits of limited water resources in the West. By partnering on the local level, agencies and elected officials have developed a solution to meet broad constituent needs under the umbrella of a comprehensive regional program. Under this amended agreement, Brown and Caldwell will continue to provide project management; provide engineering analysis, environmental evaluation, financial capabilities analysis, and identification of funding sources; prepare and administer grant funding applications; coordinate and prepare materials for public outreach and communication efforts; and provide Phase 1 support services through fiscal year 2018/19. This agreement is being amended: to allow completion of the environmental evaluation and financial capabilities analysis; continue public outreach efforts; and assist the Program in applying for future grant funding opportunity by the Bureau of Reclamation.

Discussion:

Prior Board Actions:

11/14/2017	Concurrent action for Board authorization for Chairs of the Water Agency and District to sign the Fourth Amended MOU, authorization of Water Agency's General Manager or designee to execute an amended agreement with Brown and Caldwell to provide engineering, environmental, and public outreach services, and authorization of expenditure of District funds for the District's portion of costs for the above amended agreement with Brown and Caldwell.
9/12/2017	North Bay Water Reuse Authority Phase II Grant Administration
9/27/2016	North Bay Water Reuse Program Sonoma Valley County Sanitation District Treatment Plant Pumping and Piping Upgrades – Contract Award
5/21/2016	North Bay Water Reuse Program Sonoma Valley County Sanitation District Fifth Street East Recycled Water Pipeline – Contract Award and Cooperative Agreement.

Strategic Plan Alignment Goal 1: Economic and Environmental Stewardship.

The Program will provide an alternative source of water for agricultural irrigation in Sonoma County.

Waste Water Treatment and Water Reuse, Goal 1: Improve operational reliability of wastewater treatment and water reuse systems.

Fiscal Summary

Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	176,103		
Additional Appropriation Requested			
Total Expenditures	**176,103**		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other NBWRA Trust	176,103		
Use of Fund Balance			
Contingencies			
Total Sources	**176,103**		

Narrative Explanation of Fiscal Impacts:

Water Agency: Budgeted amount of $22,996 is available from FY 2018/2019 appropriations for the Recycled Water fund. No additional appropriation is required.

Sonoma Valley County Sanitation District: Budgeted amount of $20,407 is available from FY 2018/2019 appropriations for the Sonoma Valley Sanitation District Operations fund. No additional appropriation is required.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
N/A			

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Amended Agreement

Related Items "On File" with the Clerk of the Board:

None

rw S:\Agenda\agrees\08-14-2018 WA North Bay Water Reuse Authority – Amended Professional Service Agreement_summ.docm

CF/71-700-21 Brown & Caldwell (Agree for Engineering, Environmental, and Public Outreach Services for North Bay Water Reuse Authority FY 2014/2015 through 2016/2017) TW 12/13-132 (ID 4646)

DRAFT Third Amended Agreement for Engineering, Environmental, and Public Outreach Services for North Bay Water Reuse Authority (FY 2014/2015, FY 2015/2016, FY 2016/2017, FY 2017/2018, and FY 2018/2019)

This third amended agreement ("Third Amended Agreement" or "Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California "Water Agency"), on behalf of the North Bay Water Reuse Authority (hereinafter "Authority"), and **Brown and Caldwell**, a California corporation ("Consultant"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 6 (Term of Agreement).

R E C I T A L S

A. Consultant represents that it is a duly qualified and licensed firm experienced in engineering, environmental, public outreach, and related services.

B. Water Agency, as approved by its Board of Directors, entered into a Memorandum of Understanding (MOU) establishing the Authority with Las Gallinas Valley Sanitary District, Napa Sanitation District, Novato Sanitary District, and Sonoma Valley County Sanitation District, effective August 2005, and amended in January 2008.

C. North Marin Water District and County of Napa became signatories under the Second Amended MOU, effective November 2010.

D. Marin Municipal Water District and City of Petaluma became signatories under the Third Amended MOU, effective May 2013.

E. City of American Canyon joined the Authority in March 2017.

F. The Fourth Amended MOU was approved by Authority Board on August 28, 2017, and became effective on November 15, 2017.

G. Together with the Authority, Water Agency wishes to expand the beneficial use of recycled water in the North Bay region under the North Bay Water Reuse Program (Program), thereby promoting the conservation of limited surface water and groundwater resources.

H. Section 12 of the Fourth Amended MOU designates Water Agency to act as the Administrative Agency for the purpose of carrying out the provisions of the Fourth Amended MOU.

I. Section 12.a. of the Fourth Amended MOU provides that the Administrative Agency for the benefit of the Authority and its members shall award, execute in its own name, and administer such contracts on behalf of the Authority as authorized by the Authority's Board of Directors.

J. The Authority Board of Directors reviewed and accepted the scope of work and budget for an agreement for engineering, environmental, and public outreach services for the Authority at its May 19, 2014, meeting. On September 6, 2014, Water Agency entered into this Agreement with Consultant as the Administrative Agency under the Third Amended MOU on behalf of Authority members who had executed the Third Amended MOU.

K. This First Amended Agreement modified Exhibit A (Scope of Work) to remove $49,000 from the triple bottom line analysis to add the new extended seasonal storage analysis, transfer $25,000 from Phase 2 grant applications to workshops, and transfer $25,000 from triple bottom line analysis to public involvement for a total decrease of $24,000 in the Agreement amount for a new total of $2,998,379.

L. The First Amended Agreement also extended the term of the Agreement by six months to December 31, 2017.

M. The Second Amended Agreement expanded some tasks and decreased others; increased the Agreement amount by $321,274, accordingly; and extended the term end date for a new total Agreement amount of $3,319,653 and term end date of October 30, 2018.

N. This Third Amendment Agreement expands Tasks 1, 3, and 5 for a total increase of $176,103 for FY 18/19; and extends the term by one year to October 30, 2019.

O. This Third Amended Agreement supersedes all previous agreements and amendments between the parties.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. RECITALS

1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

2.1. The following exhibits are attached hereto and incorporated herein:

a. Exhibit A: Scope of Work
b. Exhibit B: Schedule of Rates
c. Exhibit C: Allocation of Costs
d. Exhibit D: Estimated Breakdown of Costs
e. Exhibit E: Insurance Requirements
f. Exhibit F: Certification of Compliance with Federal Laws and Authorities
g. Exhibit G: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Consultant)
h. Exhibit H: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Consultant's Subcontractors, Consultants, and Other Agents)

i. Exhibit I: Disadvantaged Business Enterprise (DBE) Procedural Guidelines

j. Exhibit J: Contract Provisions Required by Funding Authority

3. SCOPE OF SERVICES

3.1. *Consultant's Specified Services:* Consultant shall perform the services described in Exhibit A, within the times or by the dates provided for in Exhibit A and pursuant to Article 10 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

3.2. *Cooperation with Water Agency:* Consultant shall cooperate with Water Agency in the performance of all work hereunder. Consultant shall coordinate the work with Water Agency's Project Manager. Consultant shall coordinate financial and grant funding work with Water Agency's Administrative Contact. Contact information and mailing addresses:

Water Agency	Consultant
Project Manager: Kevin Booker Phone: 707-521-1865 Email: Kevin.Booker@scwa.ca.gov Administrative Contact: Jake Spaulding Phone: 707-524-8373 Email: Jake.Spaulding@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, CA 95403-9019	Contact: Michael Savage 201 North Civic Drive Walnut Creek, CA 94596 Phone: 949-677-6929 Email: msavage@BrwnCald.com
Remit invoices to: Susan Bookmyer and Administrative Contact Same address as above or Email: susan.bookmyer@scwa.ca.gov and Jake.Spaulding@scwa.ca.gov	**Remit payments to:** Brown and Caldwell PO Box 45208 San Francisco, CA 94145-0208

3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Water Agency shall not operate as a waiver or release. Water Agency has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that its work will be performed and its operations conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement. If Water Agency determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Water Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Water Agency to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this

Agreement pursuant to the provisions of Article 7 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Water Agency, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Water Agency.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Water Agency to be key personnel whose services were a material inducement to Water Agency to enter into this Agreement, and without whose services Water Agency would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Water Agency.

c. With respect to performance under this Agreement, Consultant shall employ the following key personnel and Consultant's subconsultants:

Company	***Key Personnel Name and Title***
Brown & Caldwell	Michael Savage, Vice President
Mark Millan dba Data Instincts	Mark Millan, Principal
Bryant and Associates	Ginger Bryant
Environmental Science Associates	Jim O'Toole, Vice President Leslie Moulton, Senior Vice President

d. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

4. ASSIGNMENT AND DELEGATION

4.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

4.2. *Subcontracts:*

a. Consultant shall perform a competitive selection process that includes DBE outreach, pursuant to Exhibit I.

b. Notwithstanding the foregoing paragraph 4.1, Consultant may enter into subcontracts with the subconsultants specifically identified herein:

Subconsultant Company Name	***DBE (Yes/No)***
Virginia Bryant dba Bryant & Associates	No

Subconsultant Company Name	***DBE (Yes/No)***
Mark Millan dba Data Instincts	No
Environmental Science Associates	No
Kennedy/Jenks Consultants	No
Geotechnical Consultants, Inc.	Yes

c. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.

d. If any subconsultant listed above is a DBE, the subconsultant cannot be removed from work on this Agreement without written permission of Water Agency.

4.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 4.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 4.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 4.2 above:

a. Consultant shall perform a competitive selection process that includes DBE outreach, pursuant to Exhibit I.

b. Water Agency's Board of Directors must approve the selection of any subconsultant if the amount payable to subconsultant under the Agreement exceeds $25,000. In connection with such approval, Consultant shall provide Water Agency with copies of the responses to Consultant's competitive selection process solicitation to subconsultants, the names of key personnel who will be performing work under the agreement, and an explanation of Consultant's reasons for choosing the recommended subconsultant based upon the criteria in the solicitation.

c. If any subconsultant hired under this paragraph 4.3 is a DBE, the subconsultant cannot be removed from work on this Agreement without written permission of Water Agency.

d. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Water Agency in substantially the same form as that contained in Section 8, (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

4.4. *Summary of Subconsultants' Work:* Consultant shall provide Water Agency with a monthly summary of all work performed by all subconsultants during the preceding month. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

5. PAYMENT

5.1. *Total Costs.* Total costs under this Agreement shall not exceed $3,495,756 (Water Agency's share shall not exceed $373,135).

5.2. *Method of Payment.* For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

a. Rates: Consultant shall be paid in accordance with the rates set forth in Exhibit B. Any mark-up shall be included in billed rates.

b. Reimbursement by Other Authority Members: Reimbursement for Consultant's hourly rate, subconsultant costs, and reasonable and necessary expenses will be shared among members of the Authority as provided for in Section 14 of the Fourth Amended MOU and approved by Authority Board on August 28, 2017. Water Agency will pay its proportionate share of costs under this Agreement. Water Agency will invoice remaining members of the Authority for their proportionate share of costs under this Agreement and will reimburse Consultant from Water Agency funds and from funds received from Authority members in accordance with the cost share provisions of Section 14 of the Fourth Amended MOU approved by Authority Board on August 28, 2017, or a subsequent amended MOU. Upon conclusion or termination of this Agreement in accordance with Section 7 below, any unused funds received from the remaining members of the Authority will be reimbursed to each member. Consultant understands and agrees to Water Agency's proportionate share of amounts owed to Consultant as outlined in Exhibit C, Allocation of Costs. Consultant agrees that payment of the non-Water Agency share of amounts owed to Consultant hereunder is contingent upon Water Agency's receipt of funds for such payment from other Authority members, and that Water Agency shall have no liability for payment of the share of other Authority members.

5.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Water Agency's Project Manager. The bills shall show or include:

a. Consultant name

b. Name of Agreement

c. Water Agency's Project-Activity Codes as follows:

   i. Phase 1: N0003D034

   ii. Phase 2:

      a) Tasks 1 and 5: N0002D049
      b) Task 2: N0004D049
      c) Tasks 3 and 4: N0005D049

d. Task performed with an itemized description of services rendered by date

e. Time in quarter hours devoted to the task

f. Hourly rate or rates of the persons performing the task

g. Summary of work performed by subconsultants, as described in Paragraph 4.4

5.4. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit D (Estimated Breakdown of Costs). Exhibit D will only be used as a tool to monitor progress of work and the project budget. Actual payment will be made as specified in Paragraph 5.2 above.

5.5. *Funding:*

a. Funding for this Agreement is as follows:

Current Fiscal Year	*Budgeted Appropriation*
2014/2015	$897,963
Subsequent Fiscal Years	*Planned Appropriation*
2015/2016	$987,634
2016/2017	$1,257,442
2017/2018	$176,614
2018/2019	$176,103

b. Availability of Funding in Subsequent Fiscal Years:

i. Water Agency's performance under this Agreement in subsequent years is contingent upon appropriation of funds by Water Agency's Board of Directors. Water Agency shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Water Agency's Board of Directors for the purpose of this Agreement.

ii. If funding for this Agreement for any fiscal year is reduced or eliminated by Water Agency's Board of Directors, Water Agency shall have the option to either terminate this Agreement in accordance with Article 7 (Termination) or offer an amendment to Consultant to reflect the reduced amount.

iii. If funding for this Agreement for any fiscal year is reduced or eliminated by Authority's Board of Directors, Authority, through the Administrative Agency, shall have the option to either terminate this Agreement in accordance with Article 7 (Termination) or offer an amendment to Consultant to reflect the reduced amount.

6. TERM OF AGREEMENT

6.1. The term of this Agreement shall be from July 1, 2014 ("Effective Date") to October 30, 2019, unless terminated earlier in accordance with the provisions of Article 7 (Termination).

7. TERMINATION

7.1. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Water Agency shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

7.2. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Water Agency may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

7.3. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Water Agency all materials and work product subject to Paragraph 13.9 and shall submit to Water Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

7.4. *Payment Upon Termination:* Upon termination of this Agreement by Water Agency, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; and further provided, however, that if Water Agency terminates the Agreement for cause pursuant to Paragraph 7.2, Water Agency shall deduct from such amounts the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by Consultant.

7.5. *Authority to Terminate:* Water Agency's right to terminate may be exercised by Water Agency's General Manager.

8. INDEMNIFICATION

8.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Water Agency, the Authority, and members of the Authority ("Indemnitees"), and to defend, indemnify, hold harmless, and release Indemnitees, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents,

employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent negligence on Indemnitees' part, but, to the extent required by law, excluding liability due to Indemnitees' conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

9. INSURANCE

9.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit E.

10. PROSECUTION OF WORK

10.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

11. EXTRA OR CHANGED WORK

11.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Water Agency personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Water Agency.

12. CONTENT ONLINE ACCESSIBILITY

12.1. *Accessibility:* Water Agency policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

12.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Water Agency/County-managed or Water Agency/County-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. Part 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and Water Agency's Web Site Accessibility Policy located at http://webstandards.sonoma-county.org.

12.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).

12.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Water Agency staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.

12.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Water Agency's Web Site Accessibility Policy shall be the responsibility of Consultant. If Water Agency, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Water Agency/County-managed or Water Agency/County-funded Web site does not comply with Water Agency Accessibility Standards, Water Agency will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Water Agency, repair or replace the non-compliant materials within such period of time as specified by Water Agency in writing. If the required repair or replacement is not completed within the time specified, Water Agency shall have the right to do any or all of the following, without prejudice to Water Agency's right to pursue any and all other remedies at law or in equity:

a. Cancel any delivery or task order

b. Terminate this Agreement pursuant to the provisions of Article 7 (Termination); and/or

c. In the case of custom Information and Communication Technology (ICT) developed by Consultant for Water Agency, Water Agency may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Water Agency in connection with such changes or repairs.

12.6. *Water Agency's Rights Reserved:* Notwithstanding the foregoing, Water Agency may accept deliverables that are not strictly compliant with Water Agency Accessibility Standards if Water Agency, in its sole and absolute discretion,

determines that acceptance of such products or services is in Water Agency's best interest.

13. REPRESENTATIONS OF CONSULTANT

13.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Water Agency, the Authority, or any members of the Authority and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Water Agency, the Authority, or any members of the Authority provide their employees. In the event Water Agency exercises its right to terminate this Agreement pursuant to Article 7 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

13.2. *No Suspension or Debarment:* Consultant and Consultant's subcontractors, consultants, and other agents warrant that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant and Consultant's subcontractors, consultants, and other agents also warrant that they are not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

a. Consultant shall complete Exhibit G.

b. Consultant's subcontractors, consultants, and other agents shall each complete a separate Exhibit H. Make additional copies of Exhibit H, as needed.

13.3. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Indemnitees harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Water Agency is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Water Agency with proof of payment of taxes on these earnings.

13.4. *Records Maintenance:* Consultant and Consultant's subcontractors, consultants, and other agents shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Water Agency and the Authority for inspection at any reasonable time.

Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

13.5. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Water Agency, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Water Agency within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.

13.6. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

13.7. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

13.8. *Assignment of Rights:* Consultant assigns to Water Agency and the Authority all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Water Agency and the Authority in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Water Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written

permission of Water Agency. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Water Agency.

13.9. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Water Agency. Water Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Water Agency all such documents, which have not already been provided to Water Agency in such form or format as Water Agency deems appropriate. Such documents shall be and will remain the property of Water Agency without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Water Agency.

14. PREVAILING WAGES

14.1. *General:* Consultant shall pay to any worker on the job for whom state or federal prevailing wages have been established, including but not limited to geotechnical work, an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations, U.S. Department of Labor, and Water Agency to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall also cause copies of these determinations of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rates of per diem wages are on file at Water Agency and will be made available to any person upon request. Copies of state wage rates are also available at www.dir.ca.gov/labor_law.html. Copies of federal wage rates are available at Wage Determinations OnLine.gov: www.wdol.gov.

14.2. *Compliance Monitoring and Registration*: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall furnish and shall require all subcontractors and subconsultants to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly. Consultant and all subcontractors performing work that requires payment of prevailing wages shall

be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

14.3. *Subcontracts:* Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, the foregoing subparagraph 14.1.

14.4. *Compliance with Law:* Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

15. DEMAND FOR ASSURANCE

15.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 15 limits Water Agency's right to terminate this Agreement pursuant to Article 7 (Termination).

16. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

16.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.

16.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a

written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 16.

17. MISCELLANEOUS PROVISIONS

17.1. *No Bottled Water:* In accordance with Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.

17.2. *No Waiver of Breach:* The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

17.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

17.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

17.5. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.

17.6. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

17.7. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

17.8. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

17.9. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 12/13-132C

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with Water Agency

Date/TW Initials: _____

Sonoma County Water Agency

By: _____
Grant Davis
General Manager
Authorized per Water Agency's Board of Directors Action on August 14, 2018

Date: _____

Brown and Caldwell, a California corporation

By: _____

_____
(Please print name here)

Title: _____

Date: _____

Exhibit A

Scope of Work

1. COMMENCEMENT OF WORK

1.1. Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

2. TASKS

Submit 7 electronic copies in PDF format (on CD) and 7 hard copies of each final deliverable to Water Agency.

2.1. Task 1: Management

a. Workshops/Authority Board of Directors (Board)/Technical Advisory Committee (TAC) Meetings

i. FY 2014/2015 through FY 2016/2017:
   a) Attend up to 9 workshops with Board and TAC
   b) Attend up to 6 Board and TAC meetings and 12 TAC-only meetings that do not coincide with workshops
   c) Attend up to six TAC-only meetings by conference call

ii. FY 2015/2016 and FY 2016/2017: Attend 6 meetings in person with Authority Board President and 6 conference calls or web meetings

iii. FY 2016/2017: Develop multiple scenarios for cost allocations to the member agencies and produce spreadsheets and presentations on cost allocation for Board meetings and workshops

iv. FY 2017/2018: Attend up to 4 Board of Directors meetings

v. FY 2018/2019 Attend up to 4 meetings

vi. Prepare agendas, presentation materials, and handouts for workshops
   a) First Draft: Prepare the Consultant's components of agendas, materials, and handouts in draft form and submit to Water Agency Project Manager for review and approval in accordance with the dates listed for this task.
   b) Subsequent Draft(s): If Water Agency Project Manager requests revisions, revise and resubmit Consultant's components for Water Agency approval.
   c) Final: Following Water Agency Project Manager approval and prior to Water Agency's acceptance of work under this Agreement, submit the final approved Consultant's components of agendas, materials, and handouts to Water Agency.

b. Public Involvement

i. FY 2014/2015 through FY 2016/2017: Support Program Public Outreach and Communication Needs

a) Review project-related studies, documents, customer guidelines, and messages prior to release and make suggestions and recommendations.
b) In coordination with project team, review existing communications material for each geographic area of existing and new Authority member agencies to ascertain the best informational approach in meeting the needs of these constituents, potential customers, special interests, and potentially affected stakeholders.
c) Develop and prepare outreach materials to be used by Authority to help maintain the identity and brand of the Authority and reinforce the value of water reuse to the communities being served.
d) Prepare press releases, opinion pieces, message points and other media-related responses to press inquiries and guide project team on media-related matters.
e) Manage and maintain consistent graphic look and feel of Authority outreach materials including, but not limited to, fact sheets, PowerPoint presentations, Web page content, YouTube videos, new practices and/or guidelines, letters, social media, e-mail broadcasts and exhibits.
f) Update message points, fact sheets and Web site to reflect completion of Phase 1 projects and introduction of Phase 2 studies, plans and activities.
g) Manage incoming telephone inquiries from media, potential customers, key stakeholders, and special interest groups of the project areas. Maintain dedicated project phone line.
h) Manage permission-based email broadcasts, customer and community group lists, and distribution of messages.
i) Maintain external Web content, news articles, document postings, Authority member listings, and mapping.
j) Coordinate printing and mailing services.

ii. FY 2017/2018 through FY 2018/2019: Support Program Public Outreach and Communication Needs
a) Review project-related studies, documents, and messages prior to release and make suggestions and recommendations.
b) In coordination with project team, review existing communications material for each geographic area of existing Authority member agencies to ascertain the best informational approach in meeting the needs of constituents, potential customers, special interests, and potentially affected stakeholders.
c) Prepare press releases, opinion pieces, message points and other media-related responses to press inquiries and guide project team on media-related matters.
d) Manage Authority outreach materials including, but not limited to, fact sheets, PowerPoint presentations, Web page content, YouTube

videos, letters, e-mail broadcasts and exhibits, as may be needed to reflect introduction of Phase 2 studies, plans and activities.

e) Manage incoming telephone inquiries from media, potential customers, key stakeholders, and special interest groups of the project areas. Maintain dedicated project phone.

f) Manage permission-based email broadcast lists and distribution of messages.

g) Coordinate printing and mailing services.

iii. Assist and Support Authority Efforts

a) FY 2014/2015 through FY 2016/2017:

(i) Provide guidance and support to Authority staff to identify and communicate with potential customers and partners.

(ii) Maintain contact management information and database.

b) FY 2014/2015 through FY 2018/2019:

(i) Attend meetings and Program workshops, and participate in conference calls conducted by the project team.

(ii) Prepare and provide guidance for public meetings and technical workshops.

iv. FY 2014/2015 through FY 2016/2017: Stakeholder Relations - Public Meetings and Workshops

a) Work with other recycled water generators in the Authority region and with agricultural interests to develop and participate in public outreach efforts including, but not limited to:

i) Help identify potential customers, key stakeholders, and special interest groups and their representatives in the Authority region, including local governments, sanitation and water districts, agricultural industry, the environmental community, local business community, and non-governmental organizations that may have an interest in the Program.

ii) Provide outreach to stakeholders and provide Program-related information, the content and status of legislation, the potential benefits of the Program, and stakeholder issues of concern related to the Program.

iii) Support project team efforts for information gathering and sharing regarding potential customers, stakeholders and special interest groups. Plan, prepare, and assist in facilitating meetings with stakeholder groups. Assist and provide guidance in resolving stakeholder issues of concern. Provide follow-up reporting to public workshop participants and report on outcomes of public meetings and workshops to the TAC and Board to keep participants informed.

v. FY 2014/2015 through FY 2018/2019: Federal Appropriations/Grant Support

a) Provide support to the Authority's Legislative Development Services consultant and Authority member agency staff.
b) Help the Authority's Legislative Development Services consultant prepare materials to support the pursuit of necessary authorizations and funding.
c) Assist with project-related tours of project areas for prospective customers; special interest groups; and local, state, and federal funding interests.

vi. FY 2014/2015 through FY 2017/2018: Support of Environmental Review Process and Feasibility Studies
a) Help environmental review team communicate the environmental review process to potentially affected public, stakeholders and government officials as required by CEQA and NEPA.
b) Provide technical and communications support in posting and update key meeting dates and environmental reports to the Authority Web site.
c) Produce collateral materials and PowerPoint presentations for public meetings, and public fact sheets and notifications.
d) Help develop list of stakeholders specific to the EIR/EIS.
e) Assist and provide guidance in preparing outreach materials and presentations that respond to questions and concerns highlighting Program activities and projects.

c. FY 2014/2015 through FY 2018/2019: Administration
i. Prepare a workplan identifying the schedule and purposes of the workshops. Link the tasks associated with the development of the project deliverables to the workshop topics.
ii. Monthly Reports:
a) Prepare and provide copies of monthly reports to Water Agency's Project Manager, Authority's Program Manager, and Water Agency's Administrative Contact.
b) Monthly reports shall include the following:
i) A detailed list of work performed
ii) Dates and subject of meetings conducted, meeting attendees, and summary of meeting results
iii) A detailed list of work planned for the coming month
iv) Other information as appropriate or as requested by Water Agency's Project Manager

d. Task 1 Deliverables

Deliverable	Due Date
Draft workshop agendas	Within 10 calendar days prior to each workshop
Final workshop agendas	Within 5 calendar days prior to each workshop

Deliverable	Due Date
Draft presentation materials and handouts	Within 10 calendar days prior to each workshop
Final presentation materials and handouts	Within 5 calendar days prior to each workshop
Draft public outreach materials	Within 10 calendar days prior to release
Final public outreach materials	Within 5 calendar days prior to release
Monthly reports	15th day of each month

2.2. Task 2: Title XVI Feasibility Study

a. Prepare report in accordance with U.S. Bureau of Reclamation's (Reclamation) "Reclamation Manual Directives and Standards WTR 11-01." Address the 35 projects in the Feasibility Study at feasibility-level analysis.

b. Introductory Information

i. Summarize basic information regarding the Program, participating agencies, and the study area, based on previous reports developed during the Phase 1 and Phase 2 efforts to date and updated with available new information.

c. Statement of Problems and Needs

i. Develop a description of the study area's key water resource management problems and needs for which water reclamation and reuse may provide a solution. Provide projections through 2035 as provided in the 2010 urban water management plans. Leverage information provided in other studies to inform development of the water supply picture in the study area.

ii. Describe the following in the Statement of Problems and Needs:

a) Problem and Need for a Water Reclamation and Reuse Project

i) Prepare a broad view of the study area's water resources, including challenges such as growing population, dry year surface water supply restrictions, limited groundwater resources, and increasingly stringent wastewater discharge requirements, and present the overall hydrologic water balance for the study area.

b) Current and Projected Water Supplies

i) Describe and quantify current and projected water supplies for the study area including surface water, groundwater and recycled water that is currently available or being planned, other than the Program. Include total amounts of generated wastewater developed in the Scoping Study in the description of water supplies. Include other alternative water supply sources, such as grey water, captured stormwater, and desalinated water in the description. Express water supply availability for average, dry,

and wet climate years. Describe seasonal variation in water supplies.

ii) Summarize plans for new water supply facilities. Use the planned supply facilities presented in the urban water suppliers' urban water management plans as an information source, supplemented by direct input from the agencies participating in the feasibility study.

c) Current and Projected Water Demands

i) Present current and projected water demands through 2035 based on the 2010 UWMPs. Define the water use by the type (e.g., municipal, environmental, agricultural, etc.) and the timing and location of use. Define existing water use in terms of both annual use and monthly use. Gather information to describe and characterize the water users, their water use, and water quality requirements, including population and irrigated acres.

ii) Use demand projections developed by the urban water suppliers in their 2010 UWMPs and supplement with new analysis to reflect updated growth and unit water use conditions and to address the smaller communities' water demands.

iii) Present agricultural and landscaping demands using the irrigation water needs analysis presented in the 2008 Feasibility Study Report and updated to reflect new information. Review potential new recycled water users for their volume, proximity to available supply, water quality requirements, and elevation differences between supplies and demands based on input from the participating agencies.

d) Water Quality Concerns for the Current and Projected Water Supply

i) Present water quality issues with the water supply and wastewater water quality, including constituents in the groundwater supplies and in local brackish water.

ii) Use the water quality supply impacts in the 2010 UWMPs as one of the information sources.

e) Current and Projected Wastewater and Disposal Options other than the Proposed Title XVI project, and Plans and Project Costs for New Wastewater Facilities

i) Describe current and projected wastewater quantity and disposal options. Derive the current and future quantity of wastewater from Section 4 of the Scoping Study Report. Express wastewater quantity on an annual and monthly basis. Describe the wastewater disposal locations and the quantity discharged for each wastewater facility. Describe plans for expanded or new wastewater facilities, including projected costs.

d. Water Reclamation and Reuse Opportunities

i. Following one meeting with each participating agency, summarize projects from Sections 3 and 5 of the Scoping Report into a format suitable to meet the requirements specified in WTR 11-01 listed below:
   a) Description of uses for recycled water.
   b) Description of the water market available to use recycled water to be produced.
   c) Discussion of considerations that may prevent implementing water reuse program.
   d) Identification of water and wastewater agencies that have jurisdiction in the potential service area or over the sources of reclaimed water.
   e) Description of potential sources of water to be reclaimed, including stormwater and impaired surface and ground waters.
   f) Description and location of source water facilities.
   g) Description of current water reuse.
   h) Summary of currently used water reclamation and reuse technologies, and opportunities for developing improved technologies.

e. Analysis of Alternatives and Feasibility Study Report
   i. Include the following data, as required by WTR 11-01 for the analysis and selection of alternatives, in the Feasibility Study Report.
      a) Non-federal Funding Future Actions
         i) Identify actions participating agencies might take if no federal funding is provided.
         ii) Contact each participating agency to develop a program-wide description of local efforts in the absence of funding.
      b) Program Objectives
         i) Use the Program objectives and subobjectives from the Phase 2 Scoping Study as the basis for ranking objectives.
         ii) Develop appropriate performance metrics for each subobjective. Use the performance metrics to evaluate how well an objective is being achieved, either quantitatively or qualitatively. Score the alternatives against the Program Objectives in quantitative or qualitative terms to provide insight to the participating agencies in selecting a proposed program.
      c) Alternatives Considered
         i) Based on the projects identified in Sections 3 and 5 of the Scoping Study, formulate three alternatives to meet the Program objectives. Perform a reconnaissance-level analysis on these alternatives, and apply the Program Objectives to support participating agencies' selection of the proposed program in Task 2.2.e.i.d) (Proposed Program Description). The following subtasks will be conducted to develop information and costs of three alternative projects including the "no project" alternative:

- Alternative Formulation. The individual projects identified in Scoping Study were the potential means for accomplishing the objectives and subobjectives. Formulate the conceptual alternatives to meet objectives and to develop an equitable benefit to participating agencies.
- Layout of Alternatives. Develop project layouts of the pipeline routes and locations of the treatment, wells, storage, pumping facilities, and environmental projects using the available GIS database developed and used in Phase 1 studies and in the Phase 2 Scoping Study.
- Cost Estimates. Prepare estimated costs including, but not limited to, capital, annual operation maintenance, replacement, and life-cycle costs. Develop the estimates at a reconnaissance level. Identify the total project cost, life-cycle cost, and corresponding cost of the project water produced expressed in dollars per million gallons, or dollars per acre-foot.

d) Proposed Program Description
   i) Layout of Alternative. Develop project layouts of the pipeline routes and locations of the treatment, storage, well, environmental projects, and pumping facilities using the available GIS database used in Phase 1 and in the Phase 2 Scoping Studies. After proposed routes are defined, conduct a visual survey to review proposed right-of-way locations and to identify issues that might impact environmental constraints.
   ii) Geotechnical Review. Perform a geotechnical analysis that addresses existing geologic and geotechnical conditions, in a regional and project-specific context, for the proposed infrastructure. Focus the analysis on the proposed pipelines, treatment plants, pump stations, and storage facilities. Describe topography, stratigraphy, faulting, and seismicity. Evaluate site geologic features and existing conditions that could potentially pose engineering challenges or hazards for the proposed recycled water facilities and their operation including, but not limited to, ground shaking, fault rupture, liquefaction, settlement, lateral spreading, lurching and expansive soil. Identify hard bedrock, difficult excavation, and oversized material along pipeline alignments traversing hillside areas. Identify shallow groundwater at stream crossings and along the Bay margin project sites. Use information from the 2006/2008 Geologic Conditions and Geotechnical Constraints Technical Memorandum of the Phase 1 Feasibility Study, and expand the study geographically to include the Petaluma service area and to focus on new project alignments. Summarize results in an appendix to the feasibility study.

iii) Hydraulic Analysis. Evaluate the hydraulics of the proposed distribution system to determine the hydraulic grade line under anticipated peak demand month flows. Use modeling software to determine the pipeline sizes, pump station capacities and locations, system storage capacities and locations, and other facility improvements. Add previously developed data from GIS, including but not limited to, pipeline alignments, land use parcel information, and digital elevation model data collected during prior Program phases, to the system model. Develop land use nodes that aggregate local land uses (and their associated water use patterns and quantities) into specific nodes located along the pipeline routes. Determine land use node elevations by referencing the land use node locations to the U.S. Geological Survey digital elevation model. Model peak period flow data and seasonal influent flow variations to identify which existing and new storage basins might be filled or depleted to adequately serve customer demands. Summarize results in an appendix to the Feasibility Study.

iv) Cost Estimates. Include capital, annual operation and maintenance, replacement, and life-cycle costs in the cost estimates. Develop estimates as required for feasibility studies in Reclamation Manual Directives and Standards, Cost Estimating (FAC 09-01). Derive pipeline lengths from the GIS database. Derive pipe diameters from the hydraulic analysis. Update Phase 1 cost estimating approaches to reflect the experience and insights gained during implementation of Phase 1 facilities. Summarize results in an appendix to the Feasibility Study.

v) Discharge requirements. Identify a description of anticipated waste-stream discharge treatment and disposal water quality for the requirements for the proposed program.

vi) Alternative Measures or Technologies. Identify and summarize alternative measures or technologies available for water supply options (water reclamation, stormwater, and groundwater), distribution, and use for the proposed program.

e) Economic Analysis

i) Prepare a life-cycle cost analysis to determine the most cost-effective of the three alternatives that calculates annual capital costs of implementing alternatives over a 50-year period of analysis using the current real discount rate and adding annual operations and maintenance costs.

ii) Prepare an economic analysis to evaluate the economic benefits of the proposed alternative relative to the No Action Alternative using other water supply options. Calculate water supply benefits of the proposed alternative using the avoided costs from the non-recycled water alternative most likely to be implemented in the

absence of the project. Discuss environmental and other indirect benefits qualitatively.

iii) Prepare a non-quantifiable benefits analysis that documents and describe qualitatively as complete as possible the difficult-to-quantify benefits, such as drought tolerant water supply, reduced water importation, and other social or environmental benefits. Incorporate these qualitative benefits as part of the justification for a Title XVI project in conjunction with the comparison of project costs.

f) Extended Seasonal Storage Analysis

i) Operations Studies

- Conduct operations studies of supply and demand information provided by Authority members to determine storage volume requirements with varying distributions systems and levels of demands served.
- Identify the design flow rates for conveyance of recycled water to the storage facility.
- Identify the volume of storage to be evaluated for each of the 16 reservoir configurations.
- Address both current summer storage options and future winter storage options at Petaluma and Napa Sanitation District.
- Estimate wet year water demands address summer storage requirements to prevent discharge during May through October for Petaluma.

ii) Layouts

- Develop 16 reservoir layouts based on Google Earth and available USGS or other available elevation data.
- Provide a conceptual schematic layout with the reservoir footprint shown on an aerial photograph of the site.
- Identify anticipated appurtenant facilities at the site and conveyance facility requirements (pump stations and pipelines) in the vicinity of each reservoir.

iii) Identification of Available Geotechnical Data

- Review available geotechnical data for known issues such as faults, locations, high groundwater, and soils data. Available data includes the *Geologic Conditions and Geotechnical Constraints Technical Memorandum* of the North San Pablo Bay Restoration and Reuse Project 2008 including the following maps:
  - Geotechnical Constraint Map
  - Project Geology Map
- Review currently available applicable site specific geological studies.

iv) Preliminary Environmental Assessment
- Provide an overview of anticipated potential environmental effects from the proposed storage sites. Address the following topics at a reconnaissance level to identify issues that might impact project implementation:
  - Potentially significant impacts
  - Potentially significant environmental effects
  - Status of required environmental compliance measures
  - Potential effects on historic properties
- Review preliminary reservoir footprints to identify potential fatal flaws or areas to be avoided, if possible.

v) Estimate of Feasibility Level Costs
- Develop estimate capital costs as required for feasibility studies in Reclamation Manual Directives and Standards, Cost Estimating (FAC 09-01).

vi) Other Key Decision Information
- Discuss and summarize key issues from meetings with Authority members that affect the Authority member's decisions. Information to be provided by the Member Agencies could include the following:
  - Value of the land site: loss of revenues if land were to be used for purposes other than storage.
  - Ownership of the land: Authority member-owned versus estimated current cost to purchase.
  - Institutional issues: such as coordination with other agencies and status of existing leases.
  - Capacity versus cost preferences: based on the results of Task 2.2e.i.f)v) (Estimate of Feasibility Level Costs), each Authority member will indicate an upper or lower limit on the size of reservoir they would be willing to construct under different funding scenarios (i.e., Title XVI or other funding mechanisms).
  - End-user needs: where water is going and how it compliments existing infrastructure
  - Operational constraints: associated with delivering water to specific end-users
  - Authority member specific information and input will be provided, if available:
    - Napa Sanitation District will provide available information, including cost estimates, for the options to raise the pond levees by 3 and 5 feet.
    - City of Petaluma will provide any geotechnical or regulatory information or analysis that has been performed or considered related to raising the oxidation pond levees.

- Novato Sanitary District will provide available information regarding the storage sites
- Sonoma Valley County Sanitation District will provide information about the existing R3 reservoir, desired increase in capacity and available parcels for expansion.
- Sonoma Valley County Sanitation District will provide information about the concept for development of a new storage on the Manzoni property including desired capacity, available parcels for expansion, and the concept for a potential public-private-partnership.

vii) Evaluation of Options

- For each Authority member, create a summary matrix highlighting the costs, environmental issues, and other issues key decision issues, for each storage option.
- Conduct one conference call or meeting with each Authority member to discuss the matrix.
- Discuss Authority member options and alternative approaches to addressing storage needs.
- Storage options selected by the Member Agency may be a single storage site or multiple storage sites with one site to be included in the Title XVI program and other sites to be constructed later under alternative funding.
- Incorporate items from discussion, findings, and recommendations in a summary of all meetings.

viii) Storage Project Fact Sheets

- Produce a fact sheet for each option that includes the map, layout on aerial photo base, summary of operations studies, table of assumptions, identified environmental issues, identified geotechnical concerns, limitations, and costs.
- Present up to 16 draft fact sheets at the TAC meeting for discussion and comment.
- Provide revised fact sheets to each Authority Memo for use in their decision making.
- Integrate information into the Feasibility Study Report.

g) Proposed Program Selection

i) Following Task 2.2e.i.c) (Alternatives Considered), evaluate, compare, and score the two alternatives and "no project" alternative, against the Program objectives, subobjectives, and performance metrics. Incorporate the activities of Task 2.2e.i.e) (Economic Analysis) to provide scoring under the “Cost-Effectiveness” subobjective. Summarize the preliminary scoring for review and comment by the TAC. During a workshop, provide insight and receive comment and direction that will guide selection of the proposed program. Use the scoring for

objectives, subobjectives and metrics of success to give the participating agencies' Board and TAC insights to reach decisions and select a preferred program.

h) Environmental Considerations and Potential Effects
   i) Provide an overview of anticipated potential environmental effects from the Proposed Program. Discuss anticipated regulatory requirements and compliance measures. Focus analysis on the selected program. Address the following topics required by WTR 11-01 at a reconnaissance level:
      - Potentially significant impacts
      - Potentially significant environmental effects
      - Status of required environmental compliance measures
      - Measures necessary to comply with NEPA and other laws
      - Water supply and water quality
      - Public involvement
      - Potential effects on historic properties

i) Legal and Institutional Requirements
   i) Describe the Program's institutional framework, interactions with other agencies, legal requirements, effects on the environment, study area economy, and water rights. Specific topics to be addressed include:
      - Water rights issues
      - Legal and institutional issues
      - Multi-jurisdictional or interagency agreements
      - Permitting procedures
      - Current and projected wastewater discharge requirements
      - Rights to wastewater

j) Financial Capability of Sponsor
   i) Describe the financial status of the participating agencies and potential ways the participating agencies may fund and repay their respective share of costs. Provide sufficient information for Reclamation to determine that the participating agencies are likely to demonstrate financial capability if the project moves to construction. Address the following information:
      - Proposed schedule for project implementation
      - Willingness of the non-federal project sponsor to pay for its share of capital costs and the full operation, maintenance, and replacement costs
      - A plan for funding the proposed water reclamation and reuse project's construction, operation, maintenance and replacement costs, including an analysis of how the non-federal project sponsor will pay construction and annual operation, maintenance and replacement costs

- Description of all federal and non-federal sources of funding and any restrictions on such sources

k) Research Needs
   i) Develop and summarize potential research needs identified during the Phase 2 study.

f. Feasibility Study Report:
   i. Contents: Prepare a report of study results that includes the following:
      a) Table of Contents
      b) Sections as required by WTR 11-01 including:
         i) Introductory Information
         ii) Statement of Problems and Needs
         iii) Water Reclamation and Reuse Opportunities
         iv) Description of Alternatives
         v) Economic Analysis
         vi) Selection of the Proposed Title XVI Project
         vii) Environmental Considerations and Potential Effects
         viii) Legal and Institutional Requirements
         ix) Financial Capability of Sponsor
         x) Research Needs
      c) Appendices
         i) Hydraulic Studies
         ii) Geologic Conditions and Geotechnical Constraints
         iii) Basis for Feasibility Construction Cost Estimate
      d) A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted
      e) A map of Phase 2 Project Boundary illustrating participating agencies
      f) Other information to support the study
   ii. First Draft: Prepare each section of the study in draft form and submit to participating agencies for review and approval in accordance with the dates listed for this task. Each participating agency will return 1 copy of each draft study section to Consultant with comments in writing.
   iii. Second Draft: If any participating agency requests revisions, revise the appropriate draft study section and resubmit an electronic copy of the study sections to each participating agency for approval.
   iv. Final: Following the participating agencies' approval and prior to the participating agencies' acceptance of work under this Agreement, submit one final Feasibility Study Report, complete with all sections and appendices, to each participating agency.

g. FY 2018/2019
   i. Maintain and update project technical files
   ii. Maintain technical information on the SharePoint site
   iii. Update project descriptions and costs as agencies revise project packaging as requested by agencies

iv. Provide support and responses to technical issues associated with environmental review, permitting, and funding

h. Task 2 Deliverables

Deliverable	Due Date
Feasibility Study Report sections	To be determined.
Draft of complete Feasibility Study Report, including appendices	To be determined.
Final Feasibility Study Report, including appendices to participating agencies	To be determined.
FY 18/19 Technical Support	To be determined

2.3. Task 3: Environmental Evaluation

a. Environmental Constraints Analysis

i. Review how the proposed alternatives will affect water supply and water quality from a regional perspective, summarize public involvement, and include review of potential effects to historical properties. Summarize major environmental issues for the individual alternatives and help identify recommend alternatives to be carried over to design and project environmental review.

ii. Confirm that a Supplemental EIR/EIS is the appropriate environmental compliance document under CEQA and NEPA based on the findings of Task 2 (Title XVI Feasibility Study) and Task 3a. (Environmental Constraints Analysis).

b. Environmental Compliance - NEPA/CEQA

i. Notice of Intent/Preparation and Scoping:

a) Prepare and release a combined Notice of Intent (NOI) and Notice of Preparation (NOP) to describe the proposed project and request public comments.

b) Send the NOI/NOP to regulatory agencies, landowners and interested parties, and post in the Federal Register.

c) Conduct three public scoping meetings based on project geography to provide an opportunity for input into the scope of the environmental analysis and alternatives to be examined.

d) When the public review process is complete, prepare a scoping report that summarizes the comments received and identifies key issues for analysis.

i) First Draft: Prepare scoping report in draft form and submit to the participating agencies for review and approval in accordance with the dates listed for this task.

ii) Second Draft: If any participating agency request revisions, revise and resubmit to all participating agencies for approval.

iii) Final: Following participating agencies' approval and prior to participating agencies' acceptance of work under this Agreement, submit the final approved scoping report to participating agencies.

ii. Administrative Draft 1 Supplemental EIS/EIR: Prepare an Administrative Draft 1 Supplemental EIS/EIR that includes these sections:

a) Introduction and Project Description:

i) Develop introduction and project description sections that meet the legal requirements of CEQA/NEPA, provide the context of the Phase 2 Program, provide the appropriate level of detail for the Supplemental EIR/EIS, establish the foundation for the impact analysis in the Supplemental EIR/EIS, and rely on project descriptions provided by the feasibility study.

ii) Include project need and purpose statements, Program objectives, and a description of the proposed components that will be analyzed at a project and Program level.

iii) Establish NEPA and CEQA lead agencies, and describe each component/type of improvement in sufficient detail to determine the nature and scale of environmental impacts associated with the components

iv) Include a description of long-term operations associated with the project and project components, and identify discretionary approvals needed for the proposed projects and the agencies that would be expected to use the EIR to support issuance of those approvals.

b) Geology and Soils:

i) Summarize regional reports on geologic conditions within the service area.

ii) Conduct site visits.

iii) Identify special problems, such as potential liquefaction and shrink/swell, and describe proposed grading and methods to handle differential settlement.

iv) Describe erosion hazards, setting, and regulatory framework.

v) Identify potential geotechnical impacts and level of significance.

vi) Recommend mitigation measures to reduce impacts.

c) Surface Water Resources:

i) Conduct an analysis to identify impacts to surface waters associated with constructing individual facilities and identify flood hazard zones using FEMA maps, describing the extent and general character of hydrological conditions in the local watershed, assessing existing runoff conditions and character of surface water features, evaluating the impact of facility construction and grading on surface runoff and changes in drainage patterns, discussing the effectiveness of any existing site drainage plan, discussing the quality of current and potential stormwater runoff,

and identifying mitigation measures for stormwater quality protection for incorporation into the Storm Water Pollution Prevention Plan (SWPPP).

d) Groundwater Resources:
   i) Review USGS, General Plan and other available data on groundwater conditions within groundwater basins within the project service area, and summarize the current condition of groundwater basins in terms of overdraft conditions and water quality issues.
   ii) Characterize pumpage for municipal and agricultural uses.
   iii) Examine impacts to groundwater levels and secondary effects to groundwater quality associated with regional reuse.
   iv) Identify existing ground water management programs in development.
   v) Identify additional management strategies, as appropriate.
e) Water Quality:
   i) Summarize the relevant regulatory framework.
   ii) Describe ambient water quality of the receiving waters
   iii) Describe the effects of reduced discharge at individual outfall locations relative to biologic conditions in the vicinity of individual outfalls.
   iv) Identify issues related to shallow water seasonal discharges.
   v) Summarize load estimates for pollutants of concern.
   vi) Assess the extent of salinity changes and potential to permanently affect habitat conditions at receiving water locations.
   vii) Determine potential impacts and level of significance.
   viii) Identify mitigation measures, if possible, to reduce impacts.
f) Biological Resources:
   i) Based on a data search of special status plants and wildlife that may occur in the service area, conduct an analysis to identify which special-status species have the potential to occur on site and are likely to be impacted.
   ii) Present the regulatory environment for biological resources, including federal, state, and local ordinances.
   iii) Identify scope and intensity of temporary and permanent impacts to habitats and special-status species, including indirect causes such as modified salinity.
   iv) Identify thresholds for significance and determine if potential impacts meet the significance levels.
   v) Identify mitigation measures based on regulatory guidelines and policies.
g) Fisheries:
   i) Review species composition, seasonal patterns, life stages, and habitat functions that could be affected by facility construction and changes in effluent discharge volumes.

ii) Identify, as appropriate, potential impacts to abundance and variability in geographic distribution of aquatic species and occurrence of species protected under state and federal Endangered Species Acts and species of special concern.
iii) Evaluate potential impacts of proposed project operations and construction, including suspended sediments, changes in current flows, changes in water quality with respect to salinity, dissolved oxygen and potential exposure to contaminants.
iv) Identify mitigation measures based on regulatory guidelines and policies.

h) Land Use:
i) Discuss existing land uses in the study area; applicable plans, policies and objectives of local, regional and state public agencies having jurisdiction over the project; project consistency with plans, policies and CEQA guidelines; compatibility with surrounding uses; facility impacts to prime agricultural lands or lands of statewide importance; potential project and cumulative significance of permanent conversion of agricultural lands; the project's long-term contribution to agricultural preservation by improving supply reliability; and measures to mitigate identified impacts.

i) Cultural Resources:
i) Summarize contact with the Northwest Information Center of the California Historical Resources Information System at Sonoma State University regarding a records search of proposed facilities.
ii) Incorporate findings of the site reconnaissance; describe the regulatory framework, cultural setting and known resources; determine potential impacts and level of significance; and identify mitigation measures as appropriate.

j) Noise:
i) Describe the existing noise environment.
ii) Discuss relevant noise policies, regulations, and standards, and noise levels likely to be generated during construction activities and the potential for construction to adversely affect adjacent land uses or violate noise control ordinances.
iii) Describe typical noise generated by the project and potential for noise to adversely affect adjacent uses and compare to consistency with noise compatibility guidelines.
iv) Identify practical, feasible noise impact mitigation measures.

k) Air Quality:
i) Perform an analysis of the study area, which is within the San Francisco Bay Area Basin, which is in "nonattainment" status for state standards for ozone and particulate matter.
ii) Focus on the temporary effects of construction traffic.

iii) Describe federal, state, and local regulatory agencies and the Bay Area Air Quality Management District's (BAAQMD)'s CEQA guidelines.
iv) Discuss current air quality in the project area and emissions likely to be generated during construction.
v) Evaluate potential for construction dust to cause local violations of particulate standards.
vi) Discuss types of emission related to vehicle traffic.
vii) Review conformity with federal air standards and greenhouse gas emissions.
viii) Identify practical, feasible mitigation measures for air quality impacts identified for the project.

l) Traffic:
i) Review and summarize available city, county, and state traffic information for local roads, highways, and freeways.
ii) Describe the circulation setting.
iii) Identify bicycle, pedestrian, and transit corridors.
iv) Determine level of service and significance criteria for study area roadways and intersections.
v) Determine project trip generation, distribution, and assignment.
vi) Perform roadway and intersection analysis.
vii) Determine temporary daily construction impacts during weekday AM and PM peak hour.
viii) Evaluate effects on pedestrian, bicycle, and transit facilities.
ix) Discuss site circulation and access.
x) Identify mitigation measures prioritized in terms of safety and level of service.

m) Hazardous Materials:
i) Summarize applicable federal, state, and local hazardous waste regulations.
ii) Review and summarize available databases to identify known areas of hazardous material contamination that could affect proposed facilities.
iii) Review available soil testing reports at existing facilities.
iv) Identify and discuss known contamination of soil and groundwater.
v) Discuss and evaluate impacts on general public health and safety and potential exposure to workers and waste disposal handlers.
vi) Prepare setting.
vii) Determine impacts, level of significance, and mitigation measures to reduce potential health and safety impacts to less-than-significant levels.

n) Aesthetics:

i) Describe important elements of the visual quality in the regional and local area surrounding the project site and the site itself, including any publicly accessible scenic vistas.
ii) Qualitatively discuss the visual impacts of the project.
iii) Identify potential sources of intrusive glare and night lighting.
iv) Identify mitigation measures that would reduce any significant visual impacts of the proposed project.

o) Socioeconomic Impacts:
i) Review socioeconomic data within the project area and identify potential socioeconomic impacts related to project implementation, including potential impacts to recycled water users, vineyard operations, agricultural workers, and construction workers.

p) Economic Justice:
i) Review census track data regarding per capita income within areas of the proposed project.
ii) Review whether project implementation would disproportionately affect disadvantaged areas or communities.

q) Growth Inducement:
i) Incorporate the analysis conducted in the Phase 1 EIR by reference
ii) Update additional geographic areas not previously included, such as the City of Petaluma.
iii) Update any changes to General Plan or ABAG projections, agricultural trends, and incorporate any relevant updated General Plan EIRs and associated findings.
iv) Discuss the potential for regional reuse to contribute to regional growth beyond the adopted General Plans, or to change anticipated agricultural land use patterns or practices.

r) Alternatives:
i) Review a range of Alternatives to meet both CEQA and NEPA requirements, including:
- Alternatives to the Project. Include review of alternatives to meeting long-term water demands within the region through reuse including, but are not limited to, increased reliance on surface water supplies, such as the Russian River, Napa River and imported water supplies; increased reliance on groundwater supplies; and implementation of pilot or regional desalination.
- Alternatives of the Project. Include a review of up to three alternatives identified in the Feasibility Study. Summarize analysis provided in the EIR/EIS for each of these alternatives and review their ability to meet the project objectives, including their ability to reduce or minimize environmental impacts.

iii. Administrative Draft 2 Supplemental EIS/EIR:
   a) First Draft: Following review of the Administrative Draft 1 Supplemental EIS/EIR by Reclamation and participating agencies, prepare an Administrative Draft 2 Supplemental EIS/EIR and submit to participating agencies and Reclamation for review and approval in accordance with the dates listed for this task. Facilitate review and comment through a series of individual meeting with the participating agencies and Reclamation, as appropriate.
   b) Second Draft: If any participating agency, or Reclamation, requests revisions, revise and resubmit to all participating agencies and Reclamation for approval.
   c) Final Draft: Following participating agencies' and Reclamation's approval, and prior to acceptance of work under this Agreement, prepare a screencheck draft for final review and approval by Water Agency's Project Manager before preparing the Public Draft Supplemental EIR/EIS.

iv. Public Draft Supplemental EIS/EIR:
   a) Following review by Reclamation and participating agencies, prepare a Public Draft Supplemental EIS/EIR for circulation.
   b) Prepare a list of regulatory agencies, landowners, and interested parties, and distribute Notice of Availability and Notice of Completion to said regulatory agencies, landowners, and interested parties.
   c) Send Notice of Availability to property owners adjacent to proposed facilities using participating agency-provided addresses that Public Draft Supplemental EIS/EIR is available for review. Include the web address for download of the document and instructions for obtaining a hard copy in the Notice of Availability.
   d) Print up to 50 hard copy documents (and up to 50 CDs) for distribution to participating agencies, as requested.
   e) In coordination with Reclamation, file the Notice of Availability in the Federal Register.

v. Public Meetings:
   a) Coordinate with the Authority Program Manager and Water Agency Project Manager to schedule three public meetings, one within each County, to receive public comments.
   b) Prepare one draft and one final PowerPoint presentations for the public meetings that summarize the proposed project and identify impacts and mitigation measures.

vi. Final Supplemental EIS/EIR:
   a) No more than 300 hours shall be expended on this subtask 2.3.b.vi.
   b) Prepare written responses to comments received and corresponding revisions to the text of the Public Draft Supplemental EIR/EIS.
   c) After responding to one round of comments, prepare a screencheck draft EIR/EIS.

d) After addressing remaining comments, circulate the Final EIR/EIS and file with the Federal Register, in coordination with Reclamation.

vii. Certification Materials:
   a) Following completion of the Final Supplemental EIR/EIS, in coordination with Water Agency Project Manager, prepare a single set of certification materials to support participating agencies' approvals.
   b) Include Project Description, Findings of Fact, Statement of Overriding Consideration, and Mitigation Monitoring and Reporting Program.
   c) Attend certification hearings for each participating agency.

viii. Permitting and Regulatory Process:
   a) No more than 625 hours shall be expended on this subtask 2.3.b.viii.
   b) Prepare documents (Biological Assessment and Cultural Resources Report) to support Reclamation's consultation with United States Fish and Wildlife Service (USFWS) and the State Historical Preservation Office (SHPO) to meet Section 7 of the Endangered Species Act and Section 106 of the National Historical Preservation Act requirements.
   c) Prepare a draft and final Biological Assessment to support Reclamation's consultation with USFWS and National Marine Fisheries Service under Section 7 of the Endangered Species Act.
      i) First Draft: Prepare the Biological Assessment in draft form and submit to the participating agencies for review and approval in accordance with the dates listed for this task.
      ii) Second Draft: If any participating agency request revisions, revise and resubmit to all participating agencies for approval.
      iii) Final: Following participating agencies' approval and prior to participating agencies' acceptance of work under this Agreement, submit the final approved Biological Assessment to participating agencies.
   d) Establish the Area of Potential Effect (APE) for proposed facilities and prepare a Cultural Resources Survey Report to support Reclamation's consultation with SHPO under Section 106 of the National Historical Preservation Act.
      i) First Draft: Prepare the Cultural Resources Survey Report in draft form and submit to the participating agencies for review and approval in accordance with the dates listed for this task.
      ii) Second Draft: If any participating agency request revisions, revise and resubmit to all participating agencies for approval.
      iii) Final: Following participating agencies' approval and prior to participating agencies' acceptance of work under this Agreement, submit the final approved Cultural Resources Survey Report to participating agencies.

ix. Record of Decision:

a) Following completion of the Final EIR/EIS and federal consultations, prepare draft and final Record of Decision for Reclamation's review and processing.
   i) First Draft: Prepare the Record of Decision in draft form and submit to the participating agencies for review and approval in accordance with the dates listed for this task.
   ii) Second Draft: If any participating agency request revisions, revise and resubmit to all participating agencies for approval.
   iii) Final: Following participating agencies' approval and prior to participating agencies' acceptance of work under this Agreement, submit the final approved Record of Decision to participating agencies.

c. Revise the EIR/EIS and Permitting to Address New Criteria

   i. Complete a full EIR/EIS rather than a supplemental EIR/EIS

   ii. Comply with new Interior Order 3355 regarding page restrictions

   iii. Expanded Reclamation review and tracking requirements

   iv. 508 Document formatting

d. Task 3 Deliverables

Deliverable	Due Date
Notice of Intent and Notice of Preparation	To be determined.
Draft Scoping Report	To be determined.
Final Scoping Report	To be determined.
Administrative Draft 1 EIR/EIS	To be determined.
Administrative Draft 2 EIR/EIS	To be determined.
Public Draft EIR/EIS	To be determined.
Public Meetings: PowerPoint Presentation	To be determined.
Final EIR/EIS	To be determined.
Draft Certification Materials	To be determined.
Final Certification Materials	To be determined.
Documents for Reclamation consultation on Section 7 of the Endangered Species Act and Section 106 of the National Historical Preservation Act	To be determined.
Draft Biological Assessment	To be determined.
Final Biological Assessment	To be determined.
Draft Cultural Resources Survey Report	To be determined.
Final Cultural Resources Survey Report	To be determined.
Draft Record of Decision	To be determined.

2.4. Task 4: Financial Capabilities Determination

a. After the Feasibility Study and Record of Decision are complete, prepare a Financial Capabilities Report.

b. Update and expand upon information provided in the Feasibility Report.

i. Update participating agencies financial statement data to enable Reclamation reviewers to compare Project investment costs to existing capital assets, Project operation costs to current operation costs, and annual Project revenue requirements to existing revenues.

ii. Update Project cost allocation to reflect the current cost estimate, which defines the federal and non-federal shares for each of the participating agencies.

iii. Collect information on the non-federal financing plan and status from each participating agency, and extending to local water supply agencies if they are participating in Project financing. Include details and documentation both for funding of the non-federal share of construction (e.g., loans, grants, bonds) and for any required annual debt service and annual Project operations costs (e.g., user fees and tax assessments) in the plans.

iv. Coordinate with Reclamation and meet with Reclamation staff, if needed, to better understand review requirements.

v. Financial Capability Report:
   a) Submit a draft Financial Capability Report to participating agencies for their review.
   b) If requested, schedule meetings with participating agencies to discuss comments.
   c) After making revisions based on participating agencies' review, submit the Financial Capability Report to Reclamation.
   d) Prepare responses to Reclamation questions and comments, and revise the Financial Capability Report as necessary.

c. Task 4 Deliverables

Deliverable	Due Date
Draft Financial Capability Report	To be determined.
Final Financial Capability Report	To be determined.

2.5. Task 5: Phase 2 Funding Sources Identification, and Grant Funding Application Preparation and Administration

a. Study Grant Funding Application Preparation and Administration

i. Prepare two Phase 2 WaterSMART Annual Study Grant Applications (grant applications) to address the requirements of the study grant programs as specified in Reclamation's guidance documents.

ii. Prepare one draft of each grant application and send to the participating agencies and Water Agency for review and comment. Revise each grant application to incorporate comments. Respond to questions and comments provided by Reclamation staff.

iii. Coordinate grant administration and reporting with Water Agency.

iv. Prepare Phase 2 WaterSMART Bi-Annual Reports for the duration of this Agreement.

a) First Draft: Prepare each Bi-Annual Report in draft form and submit to Water Agency for review and approval in accordance with the date listed for this task. Water Agency will return 1 copy of each draft Bi-Annual Report to Consultant with comments or approval in writing.
b) Second Draft: If Water Agency requests revisions, revise and resubmit one copy of the revised Bi-Annual Report(s) for Water Agency approval.
c) Final: Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, submit each final approved Bi-Annual Report to Water Agency in accordance with the date listed for this task.

b. Implementation Grant Funding Application Preparation and Administration

i. First Draft: Prepare three Phase 2 WaterSMART Implementation Grant Applications to address the requirements of the grant programs as specified in Reclamation's guidance documents in draft form and submit to Water Agency for review and approval in accordance with the date listed for this task. Water Agency will return 1 copy of each draft to Consultant with comments or approval in writing.
a) Second Draft: If Water Agency requests revisions, revise and resubmit one copy of each application for Water Agency approval.
b) Final: Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, submit each final approved application to Water Agency in accordance with the date listed for this task.

ii. Coordinate grant administration and reporting with Water Agency.

iii. Provide input to the Water Agency for its preparation of Phase 2 WaterSMART Bi-Annual Reports for the duration of this Agreement.

c. Task 5 Deliverables

Deliverable	Due Date
Phase 2 Draft Grant Applications	To be determined.
Phase 2 Final Grant Applications	To be determined.
Phase 2 Draft WaterSMART Bi-Annual Reports	To be determined.
Phase 2 Final WaterSMART Bi-Annual Reports	To be determined.
Phase 2 Draft WaterSMART Grant Applications	To be determined.
Phase 2 Final WaterSMART Grant Applications	To be determined.

2.6. Task 6: Authority Phase 1 Services

a. Program Support and Coordination

i. Maintain Phase 1 Project schedule, track funding, and provide updates to TAC based on information provided by the Authority members for their projects.

ii. Track funding and provide quarterly Phase 1 update that includes project schedule and funding received to date.

iii. Assist Water Agency in responding to information requests for data not requiring additional calculations, such as project schedules, project photos, and volumes of water recycled.

iv. Attend regular meetings or conference calls with Water Agency and other Authority members and review related documents, as necessary, from Authority's consultants to provide consistency with other elements of the Program.

b. State Grant Support

i. Provide as-needed support to address technical and process questions from state funding agencies; prepare technical summaries for briefing documents needed; and revise, reformat, or adjust project description and budget information to meet data requests for Authority Program activities.

ii. Attend meetings or conference calls with Water Agency and Authority members' staff, and state funding agency staff as requested by Water Agency's Project Manager.

iii. Coordinate with the grant/funding application process of Water Agency staff, Authority members, and other consultants, including participating in conference calls or meetings with Water Agency and state funding agency staff.

iv. Gather and compile information from Authority member agencies to complete the funding applications and submit to the Water Agency for review.

c. Federal Grant Support

i. Based on information provided by the affected participating agencies, prepare two Phase 1 Construction grant applications to address the requirements of the Construction grant programs as specified in Reclamation's guidance documents that include, but are not limited to, required items in the Construction grant applications including the assurances, technical proposal, permits and approvals, funding plan, letters of commitment, resolution, and project budget.

a) Submit grant applications to the participating Authority member agencies and Water Agency's Administrative Contact for review and comment in accordance with the date listed for this task.

b) Provide one revision of each grant application to incorporate comments and resubmit one copy of each revised grant application for Water Agency approval.

c) Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, submit each final approved grant application to Water Agency in accordance with the date listed for this task.

d) Respond to questions and comments provided by Reclamation staff.

d. Task 6 Deliverables

Deliverable	Due Date
Phase 1 updates	To be determined.
Draft state applications	To be determined.
Final state applications	To be determined.
Draft federal applications)	To be determined.
Final federal applications	To be determined.

2.7 Optional Task 7: Additional Services

a. Do not proceed with this task unless requested in writing by Water Agency's Project Manager.

b. Perform additional services as requested by Water Agency. The additional services will be agreed to by Consultant and Water Agency and described in writing by Water Agency.

c. Task 7 Deliverables

Deliverable	Due Date
To be determined	To be determined

Exhibit B

Schedule of Costs

PERSONNEL			
Engineering	**Technical/Scientific**	**Administrative**	**Hourly Rate**
		Office/Support Services I	$62
Drafter Trainee	Field Service Technician I	Word Processor I Office/Support Services II	$79
Assistant Drafter	Field Service Technician II	Word Processor II Office/Support Services III	$86
Drafter Engineering Aide Inspection Aide	Field Service Technician III	Accountant I Word Processor III Office/Support Services IV	$101
Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/Hydrogeologist I Scientist I Senior Field Service Technician Project Analyst II	Accountant II Word Processor IV	$121
Engineer II Inspector II Lead Drafter Lead Illustrator	Geologist/Hydrogeologist II Scientist II	Accountant III Area Business Operations Mgr Technical Writer Word Processing Supervisor	$141
Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Geologist/Hydrogeologist III Scientist III Project Analyst III	Accountant IV Administrative Manager	$166
Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer	Senior Geologist/Hydrogeologist Senior Scientist	Senior Technical Writer	$188
Principal Engineer Principal Construction Engineer Supervising Designer	Principal Geologist/Hydrogeologist Principal Scientist	Corp. Contract Administrator	$213
Supervising Engineer Supervising Constr. Engineer Supervising Engineer	Supervising Scientist Supervising Geologist/Hydrogeologist	Assistant Controller	$227
Managing Engineer	Managing Geologist/Hydrogeologist Managing Scientist	Area Bus Ops Mgr IV	$243
Chief Engineer Executive Engineer	Chief Scientist Chief Geologist/Hydrogeologist	Corp Marketing Comm. Mgr.	$267
Vice President			$258
Vice President/Project Manager			$288
Senior Vice President			$323
President/Executive Vice President			$323

EXPENSES	
Item	**Cost**
Subconsultant	at cost + 5%
Long distance telephone	at cost
Copies	$0.10 per page
Postage	at cost
Overnight mail	at cost
Mileage for personal car	IRS standard mileage rate for business
Travel Expenses:* Rental car (midsize) Hotel Airfare (coach class) Meals *Travel Expenses to be pre-approved by Water Agency.	 daily rate, at cost At cost not to exceed $265 per night At cost not to exceed $440 per round trip At cost not to exceed $90 per day, alcohol excluded

Exhibit C

Allocation of Costs

Phase 1	Total Budget	LGVSD	NSD	Novato	SVCSD	SCWA	NMWD	Napa	Petaluma	MMWD	AC
FY 2014 - 2015	$72,628.00	$7,444.37	$25,165.60	$6,732.62	$12,579.17	$2,592.82	$15,520.60	$2,592.82	$ -	$ -	$ -
FY 2015 - 2016	$77,998.00	$7,994.80	$27,026.31	$7,230.41	$13,509.25	$2,784.53	$16,668.17	$2,784.53	$ -	$ -	$ -
FY 2016 - 2017	$46,993.00	$4,816.78	$16,283.07	$4,356.25	$8,139.20	$1,677.65	$10,042.40	$1,677.65	$ -	$ -	$ -
FY 2017 - 2018	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FY 2018 - 2019	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5 - Year Total	**$197,619.00**	**$20,255.95**	**$68,474.98**	**$18,319.28**	**$34,227.62**	**$7,055.00**	**$42,231.17**	**$7,055.00**	**0**	**0**	**0**

Phase 2	Total Budget	LGVSD	NSD	Novato	SVCSD	SCWA	NMWD	Napa	Petaluma	MMWD	AC
FY 2014 - 2015	$823,335.00	$ -	$162,390.20	$135,369.81	$86,967.76	$88,849.79	$ -	$ -	$218,387.91	$49,093.21	$82,276.32
FY 2015 - 2016	$931,636.00	$ -	$183,750.91	$153,176.28	$98,407.45	$100,537.04	$ -	$ -	$247,114.52	$55,550.90	$93,098.90
FY 2016 - 2017	$1,190,449.00	$ -	$234,797.80	$195,729.39	$125,745.52	$128,466.71	$ -	$ -	$315,764.14	$70,983.21	$118,962.23
FY 2017 - 2018	$176,614.00	$ -	$25,230.57	$25,230.57	$25,230.57	$25,230.58	$ -	$ -	$25,230.57	$25,230.57	$25,230.57
FY 2018 - 2019	$176,103.00	$ -	$ 21,392.69	$ 22,114.21	$ 20,407.19	$ 22,996.23	$ -	$ -	$ 40,019.83	$ 23,192.53	$ 25,983.33
5 - Year Total	**$3,298,137.00**	**$0.00**	**$627,562.17**	**$531,620.26**	**$356,758.49**	**$366,080.35**	**$0.00**	**$0.00**	**$846,516.97**	**$224,050.42**	**$345,551.35**

Total	Total Budget	LGVSD	NSD	Novato	SVCSD	SCWA	NMWD	Napa	Petaluma	MMWD	AC
FY 2014 - 2015	$895,963.00	$7,444.37	$187,555.80	$142,102.43	$99,546.93	$91,442.61	$15,520.60	$2,592.82	$218,387.91	$49,093.21	$82,276.32
FY 2015 - 2016	$1,009,634.00	$7,994.80	$210,777.22	$160,406.69	$111,916.70	$103,321.57	$16,668.17	$2,784.53	$247,114.52	$55,550.90	$93,098.90
FY 2016 - 2017	$1,237,442.00	$4,816.78	$251,080.87	$200,085.64	$133,884.72	$130,144.36	$10,042.40	$1,677.65	$315,764.14	$70,983.21	$118,962.23
FY 2017 - 2018	$176,614.00	$ -	$25,230.57	$25,230.57	$25,230.57	$25,230.58	$ -	$ -	$25,230.57	$25,230.57	$25,230.57
FY 2018 - 2019	$176,103.00	$0.00	$21,392.69	$22,114.21	$20,407.19	$22,996.23	$0.00	$0.00	$40,019.83	$23,192.53	$25,983.33
5 - Year Total	**$3,495,756.00**	**$20,255.95**	**$696,037.15**	**$549,939.54**	**$390,986.11**	**$373,135.35**	**$42,231.17**	**$7,055.00**	**$846,516.97**	**$224,050.42**	**$345,551.35**

Note: Numbers in table are rounded and may not equal total. Regardless of the allocations noted in this table, total contract costs are limited as provided under Article 5 of this Agreement.

LGVSD - Las Gallinas Valley Sanitary District

NSD - Napa Sanitation District
Novato - Novato Sanitary District
SVCSD - Sonoma Valley County Sanitation District
SCWA - Sonoma County Water Agency
NMWD - North Marin Water District
Petaluma – City of Petaluma
Napa - Napa County
MMWD - Marin Municipal Water District
AC - City of American Canyon

Exhibit D

Breakdown of Costs

Tasks		Original	Amendment 1	Amendment 1 Result	Amendment 2	Amendment 2 Result	Amendment 3	Amendment 3 Result
1	**Workshops/Public Outreach/Management**	**694,288**	**50,000**	**744,288**	**245,646**	**989,934**	**87,968**	1,077,902
1.1	Workshops	171,860	25,000	196,860	93,860	290,720	23,432	314,152
1.2	Web Portal							
1.3	Public Involvement	297,276	25,000	322,276	113,498	435,774	40,000	475,774
1.4	Administration	225,152		225,152	38,288	263,440	24,536	287,976
	Leave Blank and Protected							
2	**Title XVI Feasibility Study/Report**	**1,184,777**	**-49,000**	**1,135,777**	**59,180**	**1,194,957**		1,194,957
2.1	Introductory Information	34,728		34,728	0	34,728		34,728
2.2	Statement of Problems/Needs	43,231		43,231	0	43,231		43,231
2.3	Water Reclamation/Reuse Opps	54,257		54,257	0	54,257		54,257
2.4	Analysis of Alternatives/FS Report	1,052,562	-49,000	1,003,562	59,180	1,003,562		1,062,742
	Leave Blank and Protected							
3	**Environmental Evaluation**	**796,450**	**0**	**796,450**	**-23,700**	**772,750**	50,000	822,750
3.1	Environmental Constraints Analysis	279,178		279,178	3,132	282,310		282,310
3.2	Environmental Compliance-NEPA/CEQA	517,272		517,272	-26,832	490,440	50,000	540,440
	a. Project Management							
	Leave Blank and Protected							
4	**Financial Capabilities Deter**	**56,590**		**56,590**	**0**	**56,590**		56,590
	Leave Blank and Protected							
5	**Phase 2 Grant Applications & Management**	**92,655**	**-25,000**	**67,655**	**40,148**	**107,803**	38,135	145,938
5.1	Phase 1 Grant Application & Management							
5.2	Phase 2 Grant Management							
	Leave Blank and Protected							
6	**Phase 1 Grant Application & Management**	**197,619**	**0**	**197,619**	**0**	**197,619**		197,619
6.1	Program Support and Coordination	61,340		61,340	0	61,340		61,340
6.2	State Grant Support	38,254		38,254	0	38,254		38,254
6.3	Phase 1 Grant Application & Management	92,655		92,655	0	92,655		92,655
6.4	Additional Services							
	Total	**$3,022,379**	**-$24,000**	**$2,998,379**	**$321,274**	**$3,319,653**	**176,103**	**3,495,756**

Exhibit E

Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Water Agency reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. INSURANCE

1.1. Workers Compensation and Employers Liability Insurance

a. Required if Consultant has employees.

b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.

c. Employers Liability with limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.

d. Required Evidence of Insurance: Certificate of Insurance

e. If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office form CG 00 01.

b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by Consultant.

c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by Water Agency. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Water

Agency's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the Water Agency.

d. Sonoma County Water Agency, its officers, agents, and employees, shall be additional insured(s) for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between Water Agency and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. Required Evidence of Insurance:

   i. Copy of the additional insured endorsement or policy language granting additional insured status, and

   ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

a. Minimum Limits: $1,000,000 combined single limit per accident.

b. Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall apply to hired and non-owned autos.

d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limit: $1,000,000 per claim.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by Water Agency.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement

insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. Required Evidence of Coverage:
   i. Certificate of Insurance.

1.5. Contractors Pollution Liability Insurance

a. Minimum Limits: $1,000,000 per pollution Incident; $1,000,000 Aggregate. If Consultant maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by Consultant.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by Water Agency. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Water Agency's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the Water Agency.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.

d. Coverage shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.

e. Prior to Consultant, or any of Consultant's subconsultants, conducting subsurface work (boring, drilling, or similar), Sonoma County Water Agency, its officers, agents, and employees, shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the work.

f. Required Evidence of Coverage:
   i. Copy of the additional insured endorsement or policy language granting additional insured status, and
   ii. Certificate of Insurance.

1.6. Standards for Insurance Companies

a. Insurers shall have an A.M. Best's rating of at least A:VII.

1.7. Documentation

a. The Certificate of Insurance must include the following reference: TW 12/13-132.

b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of

Insurance on file with Water Agency for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, 1.4, or 1.5 above.

c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, its officers, agents, and employees, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019

d. Consultant shall submit current Evidence of Insurance prior to the renewal or replacement of any existing insurance policy.

e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; or (2) the limits of any of the required policies are reduced below the limits required in the contract.

f. Upon written request, copies of required insurance policies must be provided within thirty (30) days but with confidential information redacted.

1.8. Policy Obligations

a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.9. Material Breach

a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Water Agency, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Water Agency may purchase the required insurance, and without further notice to Consultant, Water Agency may deduct from sums due to Consultant any premium costs advanced by Water Agency for such insurance. These remedies shall be in addition to any other remedies available to Water Agency.

Exhibit F

CERTIFICATION OF COMPLIANCE WITH FEDERAL LAWS AND AUTHORITIES

Contractor agrees to comply, and shall require all Subcontractors to comply, with the following federal laws (also referred to as "Federal Cross-Cutters"):

ENVIRONMENTAL AUTHORITIES

1. Archeological and Historical Preservation Act of 1974, Pub. L. 86-523, as amended, Pub. L. 93-291 16 USC § 469a-1.
2. Clean Air Act, Pub. L. 84-159, as amended.
3. Coastal Barrier Resources Act, Pub. L. 97-348, 96 Stat. 1653; 16 USC § 3501 et seq.
4. Coastal Zone Management Act, Pub. L. 92-583, as amended, 16 USC § 1451 et seq.
5. Endangered Species Act, Pub. L. 93-205, as amended, 16 USC § 1531 et seq.
6. Environmental Justice, Executive Order 12898.
7. Floodplain Management, Executive Order, 11988 as amended by Executive Order 12148.
8. Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608.
9. Farmland Protection Policy Act, Pub. L. 97-98, 7 USC § 4201 et seq.
10. Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended.
11. National Historic Preservation Act of 1966, Pub. L. 89-665, as amended, 80 Stat. 917 (1966) 16 USC § 470 et seq.
12. Safe Drinking Water Act, Pub. L. 93-523, as amended, 42 USC § 300f et seq.
13. Wild and Scenic Rivers Act, Pub. L. 90-542, as amended, 82 Stat. 913; 16 USC § 1271 et seq.
14. Essential Fish Habitat Consultation. Pub. L. 94-265, as amended, 16 USC § 1801 et seq.
15. Recycled Materials. Executive Order 13101; Section 6002 Resource Conservation and Recovery Act - 42 USC § 6962.

ECONOMIC AND MISCELLANEOUS AUTHORITIES

1. Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372/ 42 USC § 3331 et seq.
2. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal

Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368; 40 CFR Part 31.

3. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655.

4. Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532. The Excluded Parties List System can be found at http://epls.gov. The Contractor represents and warrants that it has included a term or conditions requiring compliance with this provision in all of its contracts and subcontracts. The Contractor acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of this Agreement.

5. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects, EO 13202, as amended by EO 13208.

6. Hotel and Motel Fire Safety Act of 1990 (PL 101-391, as amended). Contractors may search http://www.usfa.dhs.gov/applications/hotel/.

7. Records and financial reporting. 40 CFR Part 31.

8. Copyright. 40 CFR Part 31.

SOCIAL POLICY AUTHORITIES

1. Age Discrimination Act of 1975, Pub. L. 94-135; 42 USC § 6102.

2. Race Discrimination. Title VI of the Civil Rights Act of 1964, Pub. L. 88-352.1; 42 USC § 2000d; 40 CFR Part 7.

3. Sex Discrimination. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act); 33 USC § 1251; 40 CFR Part 7.

4. Disability Discrimination. Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250); 29 USC § 794; 40 CFR Part 7.

5. Equal Employment Opportunity, Executive Order 11246.

6. Women's and Minority Business Enterprise, Executive Orders 11625, 12138, and 12432; 40 CFR Part 31.

7. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

8. Anti-Lobbying Provisions (40 CFR Part 34) Borrower agrees to submit certification and disclosure forms as requested by the State Water Resources Control Board or the USEPA. In accordance with the Byrd Anti-Lobbying Amendment, any Recipient who makes a prohibited expenditure under 40

CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure. The Recipient shall ensure that no Project Funds provided by the State Water Board under this assistance agreement are used to engage in lobbying of the federal government or in litigation against the United States unless authorized under existing law. The Recipient shall abide by its respective 2 CFR 200, 225, or 230, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

9. Anti-Litigation Provisions (2 CFR 220, 225, or 230).

10. Trafficking Victims Protection Act of 2000.

11. ACORN Prohibition. None of the Project Funds used in this Agreement may be used for contracts or subcontracts to ACORN.

CERTIFICATION

I certify that _____
(Contractor)
has, or will, comply with the above list of federal laws and authorities.

_____ _____
Signature of Authorized Representative or Designee (Date)

Exhibit G

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (CONSULTANT)

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b), above, of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transaction s (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 10 01, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both. [Note: to be executed by all principals]

_____

Organization Name Project Name

_____

Name and Title of Authorized Representative

_____

Signature of Authorized Representative Date

_____

Name and Title of Authorized Representative

_____

Signature of Authorized Representative Date

_____

Name and Title of Authorized Representative

_____

Signature of Authorized Representative Date

Name and Title of Authorized Representative

Signature of Authorized Representative Date

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Exhibit H

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (CONSULTANT'S SUBCONTRACTORS, CONSULTANTS, AND OTHER AGENTS)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

   [Note: to be executed by all principals.]

_____

Organization Name Project Name

_____

Name(s) and Title(s) of Authorized Representative(s)

_____

Signature(s) Date

_____

Name and Title of Authorized Representative

_____

Signature of Authorized Representative Date

_____

Name and Title of Authorized Representative

_____

Signature of Authorized Representative Date

_____

Name and Title of Authorized Representative

_____

Signature of Authorized Representative Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit I

Disadvantaged Business Enterprise (DBE) Procedural Guidelines

1.1. Summary of DBE Requirements

- Employ the Good Faith Efforts in steps 1 through 6 below.
- Complete and submit Form 1 (Good Faith Efforts Checklist) and supporting documentation prior to awarding any subcontract.
- Complete and submit Form 2 (DBE Subconsultant Participation Form) prior to awarding any subcontract.

1.2. Introduction

Funding for this project is anticipated to come in part from state or federal funds and therefore may require outreach to disadvantaged business enterprises (DBE) or other special provisions. The purpose of this document is to provide procedural guidelines that must be adhered to for DBE compliance along with forms that must be submitted with SOQs or project proposals. The selected consultant will be required to report actual DBE participation semi-annually to the Water Agency during project implementation

Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability, and qualifications.

For the purposes of this document, a DBE means a business enterprise that is owned and controlled by one or more socially and/or economically disadvantaged persons. "Owned and controlled" is specified as a business which is (1) a sole proprietorship legitimately owned by an individual who is a disadvantaged person, or (2) a partnership or joint venture controlled by disadvantaged persons and in which at least 51 percent of the voting interest and 51 percent of the beneficial ownership interests are legitimately held by disadvantaged persons. Such persons include individuals who are Women, Black, Hispanic, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. Each DBE solicited and included in the proposal must be certified by the U.S. Environmental Protection Agency, U.S. Small Business Administration, U.S. Department of Transportation, or another state, local, tribal, or private entity whose certification criteria match those of the aforementioned federal agencies.

A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control management, risks, and profits of the joint venture commensurate with its ownership interests.

Any public or private entity receiving state or federal funds must demonstrate that efforts were made to attract DBEs whenever services, supplies, or equipment are procured. The process to attract DBEs is referred to as the "Good Faith" effort (GFE). This effort requires that the consultant take the steps listed below to assure that DBEs are utilized to the maximum extent practicable. Failure to take these steps may be cause for Agency to terminate the agreement for cause.

Consultant must make a concerted and documented effort to solicit quotes from eligible DBEs for procured services, supplies, and equipment. If it is not practical or possible to comply with one or more of the six GFE steps, Consultant must prepare an explanation and submit to Agency prior to awarding any subcontract.

1.3. Demonstration of Good Faith Effort (Six Good Faith Steps)

The DBE "Good Faith" effort (GFE) consists of the following six steps:

STEP 1: Divide the total requirements, when economically feasible, into small tasks or quantities to permit maximum participation.
Consider in the scope of work whether portions of the work could be feasibly subcontracted with DBEs. This will include dividing total requirements into smaller tasks or quantities to permit maximum participation by DBEs. Submit documentation along with the SOQ that demonstrates the division of work into small proprietary portions (e.g. elements of planning, studies, design, permitting, monitoring, project implementation).

STEP 2: Establish delivery schedules, when work requirements permit, that encourage maximum DBE participation.
Make information on solicitation opportunities available to DBEs well in advance of the required requirements permit, arrange time frames for contracts and establish delivery schedules in a way that encourages and facilitates participation by DBEs in the competitive process. As indicated, submit documentation that includes DBE solicitation notifications and the date thereof.

STEP 3: Use the services of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce (DOC) in soliciting qualified DBEs.
These agencies offer several services that are generally provided at no cost, including Internet access to databases of DBEs (resources provided in Section 4 below). Utilization of these resources is required. As indicated, submit documentation along that demonstrates evidence of utilizing these resources.

STEP 4: Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

STEP 5: Include qualified DBEs on solicitation lists and record the information.
Solicitation should be as broad as possible. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. As indicated, submit documentation that demonstrates the preparation of a DBE solicitation list.

STEP 6: Require the consultant team and subconsultants to implement the steps (1) through (5) above for procuring services, supplies, or equipment.

1.4. DBE Outreach Resources

The outreach process identifies DBE firms that may be qualified to submit quotes on subcontracts for the project and then communicates information on the contracting opportunity to them via a phone call, fax, e-mail message, or letter.

One of the most important elements of the outreach is producing and retaining documentation of efforts made to contact DBE firms. This is typically done by producing printouts of web pages visited, phone logs of calls made or faxes sent, copies of letters sent via fax, mail or e-mail, and printouts of e-mails sent.

DBE firms can be identified utilizing many sources, but most federal funding sources require the consultant or consultant team to use only two: the Small Business Administration and the Minority Business Development Agency. State funding agencies that pass through federal funds may recommend other sources of DBE information. These include the California Public Utilities Commission (CPUC) and the California Department of Transportation (CalTrans). All of these organizations post information on their websites to aid in identifying DBE firms.

The web sites in the table below include a list of available sources for expanding the search for eligible DBEs. **Note that utilizing the SBA and MBDA resources are a mandatory** part of a GFE process. If DBE sources are not located, explain why and describe the efforts made.

DBE Resources	Contact Information
Small Business Administration (SBA) **To view DBE businesses:** 1. Go to http://web.sba.gov/pro-net/search/dsp_dsbs.cfm 2. At the top, click on **Quick Market Search** 3. Under **NAICS Codes** and **Keywords**, choose either default "**Any**," or "**All**." 4. Under **States,** scroll down and click on **California** 5. Click on **Help** next to "Metropolitan Statistical Area" to lookup project location. 6. Click **Search using these criteria** You may also use advanced search parameters by clicking on **"DSBS"** at the top and entering criteria in the provided fields.	PRO-Net Database Go to http://web.sba.gov/pro-net/search/dsp_dsbs.cfm
To post an opportunity: Users can use SUB-Net to post subcontracting opportunities free of charge. Small businesses can review this web site to identify opportunities in their areas of expertise. 1. Go to http://web.sba.gov/subnet 2. In the upper left corner, click on "**Post**." 3. Register* and log-in. 4. Click on **Sub-Net** 5. Click on **Enter Solicitation** and fill in details. *This requires that you enter your company profile and a DUNs Number. If you do not have a DUNs Number, you must register for one through http://www.dnb.com/us/duns_update/. It is possible to get a DUNs number free of charge within one business day.	Subnet and Bid Notification: http://web.sba.gov/subnet For assistance, contact 888-227-2423
U.S. Department of Commerce Minority Business Development Agency (MBDA) The MBDA is an agency within the U.S. Dept. of Commerce, created to foster the development and growth of minority businesses in the U.S. and coordinates resources in the public and private sectors to help DBE's. Consultants should contact the	www.mbda.gov/ (202) 482-0404 or email us at support@mbda.gov.

DBE Resources	Contact Information
centers and provide notices of contracting opportunities. The MBDA website allows you to post an opportunity, much like placing an advertisement in a trade journal. On the website, click on "My Business Tools" and register to obtain a login and password. Log in; click on "Business Dashboard;" click on "post opportunities;" click on your company name; click on "submit new opportunity;" and complete questionnaire. The user should obtain a screen print of the posted opportunity as documentation.	
California Public Utilities Commission (CPUC) CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. The user starts by clicking on Database on the left and then selecting "Searchable Supplier Database". This will link to The Supplier Clearinghouse webpage. Click on "certified supplier search" and enter search criteria.	http://www.cpuc.ca.gov/puc/supplierdiversity
California Department of Transportation (CalTrans) Based on the federal Disadvantaged Business Enterprises (DBE) program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Click on "DBE Search". Select either "Click here to access the DBE Query Form" or "Click here to download the DBE Database in Excel" and perform your own queries. The user should print the search results page(s) and keep them with the rest of the documentation.	www.dot.ca.gov/hq/bep
North American Industry Classification System (NAICS) Under Downloads Reference Files, Tools, click "For 2007 NAICS" and Download files for NAICS definitions	http://www.census.gov/eos/www/naics/
U.S. EPA Office of Small, Disadvantaged Business Utilization (OSDBU) OSDBU's mission includes "fostering opportunities for partnerships, contracts, subagreements, and grants for small and socioeconomically disadvantaged concerns". One of the resources to assist prime contractors is a listing of small and disadvantaged businesses (a vendor profile system) registered with OSDBU. Select "search the OSDBU Registry" and click on the search criteria of interest (ethnicity, size, SIC, etc.)	http://cfpub.epa.gov/sbvps/

1.5. Consultant Responsibilities

- Pay subconsultants for satisfactory performance no more than 30 days from receipt of payment from the Water Agency.
- Notify the Water Agency in writing prior to termination of a DBE subconsultant for any reason.

- If a DBE Subconcultant fails to complete work under the subcontract for any reason, consultant shall employ the six GFEs if soliciting a replacement Subcontractor.
- Employ the GFE steps even if the Water Agency has achieved its DBE goal.
- Maintain records documenting compliance with the requirements.
- Provide semi-annual reports on DBE utilization in a format approved by the Water Agency.

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FORM 1

Good Faith Efforts Checklist
Disadvantaged Business Enterprise Program (DBE)

In support of the actions identified in the Table below, the consultant must:

Attach this checklist along with supporting documentation for "Yes" answers and an explanation for "No" and "NA" answers.

DBE Checklist		Yes	No	NA[1]
1	Did you solicit proposals or quotes from subconsultants for this project?			
2	Did you review DBE resources (SBA, MBDA, etc.)?			
3	Did you develop a solicitation list of potential qualified DBE firms?			
4	Did you contact DBE's?			
5	Did you include DBE requirements in solicitations?			
6	Did you solicit proposals from DBE's?			
7	Did you break down the project, where economically feasible, into smaller components?			
8	Did project components have reasonable delivery schedules?			
9	Did you provide sufficient time to facilitate the submission of DBE proposals?			
10	Did you advertise the solicitation in local papers, or trade associations, or post to DBE websites? If yes, which papers/trade associations/websites?			
11	Did you encourage DBEs to submit proposals as a consortium because of project size?			
12	Did you require subconsultants to apply the good faith efforts?			
13	Were the good faith efforts identified as a "responsiveness/responsible" criterion in the solicitation?			
14	Did DBE firms submit proposals?			
15	Did you select any DBE firms?			
16	Is the subconsultant you selected using any subcontractors?			
17	If yes, did you ensure that the subconsultant implemented DBE procedures			

1. NA – Not Applicable

Supporting Documentation

1. Examples of supporting documentation include:

   i. List of DBE firms;
   ii. List of potential sub-contract work elements;
   iii. Evidence of contact with DBE firms (copies of invitations for proposals or quotes, web-site posts, contact letters, faxes and telephone call sheets, etc.);
   iv. Copies of all procurement advertisements; and,
   v. List of all consultants that submitted proposals or quotes. Any confidential information may be redacted from supporting documents.

_____ _____

Consultant Name Project Manager Signature/Date

Contact Phone # _____

Email Address _____

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FORM 2

Disadvantaged Business Enterprise Program
DBE Subconsultant Participation Form

PROJECT NAME	PRIME CONSULTANT
PRIME CONSULTANT PROJECT MANAGER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	CURRENTLY CERTIFIED AS A DBE?

Prime Consultant Signature

Print Name

Exhibit J

Contract Provisions Required by Funding Authority

1.1 Introduction

Work under this Agreement is funded in part by the Department of the Interior Bureau of Reclamation, which obliges the Water Agency to include the provisions of 43 CFR 12.76(i)(1) through (13) as requirements of this Agreement. These requirements are set forth below.

Title 43, Code of Federal Regulations (43 CFR) – Public Lands: Interior

Title 43 - Public Lands: Interior
Subtitle A - Office of the Secretary of the Interior
Part 12 - ADMINISTRATIVE AND AUDIT REQUIREMENTS AND COST PRINCIPLES FOR ASSISTANCE PROGRAMS
Subpart C - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
Subjgrp - Changes, Property, and Subawards
Section 12.76 - Procurement.

12.76 - Procurement.

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 2
(This Section for use by Clerk of the Board Only.)

To:	Board of Directors, Sonoma County Water Agency and Board of Directors, Sonoma Valley County Sanitation District
Board Agenda Date:	August 14, 2018
Vote Requirement:	Majority
Department or Agency Name(s):	Sonoma County Water Agency and Sonoma Valley County Sanitation District
Staff Name and Phone Number:	Kevin Booker 521-1865 Anne Crealock 547-1948
Supervisorial District(s):	First and Second
Title:	North Bay Water Reuse Program Phase 2 Final EIR Certification and Project Approval

Recommended Actions:

A. Adopt a resolution of the Board of Directors of the Sonoma County Water Agency certifying the Final Environmental Impact Report for the North Bay Water Reuse Program Phase 2 and making certain findings in connection therewith.

B. Adopt a resolution of the Board of Directors of the Sonoma Valley County Sanitation District approving projects under its jurisdiction identified in the North Bay Water Reuse Program Phase 2 Final Environmental Impact Report/Environmental Impact Statement, adopting mitigation measures and a Mitigation Monitoring Plan, adopting a Statement of Overriding Considerations, making certain related findings, and authorizing the filing of a Notice of Determination.

Executive Summary:

The North Bay Water Reuse Authority (Authority) is comprised of 11 wastewater and potable water utilities as Member Agencies, including the Sonoma County Water Agency (Water Agency) and the Sonoma Valley County Sanitation District (District). The Water Agency Board of Directors acts as the administrative agency for the Authority and is the Lead Agency under the California Environmental Quality Act (CEQA). As a member agency of the Authority, the District's Board of Directors is a Responsible Agency under CEQA.

The North Bay Water Reuse Program Phase 2 (Phase 2 Program) looks to promote the expanded beneficial use of recycled water and integrated water management in the North Bay region. A Notice of Preparation and Draft Environmental Impact Report/Environmental Impact Statement (Report/Statement) were prepared and distributed for public review. Phase 2 Program projects evaluated at the project-level include: in the District's service area, a 2.2-mile recycled water distribution pipeline along Napa Road

(Napa Road Pipeline Project), as well as Member Agencies projects that include wastewater treatment capacity expansion, expansion of recycled water distribution, and upgrades at water recycling facilities.

Written comments were received from four entities during the Draft Report/Statement public review period. The comments focused on concerns regarding construction on or near State roadway facilities, potential for effects to geothermal reservoirs in the Sonoma Valley, the Phase 2 Program's relation to water quality objectives, and the potential for elements to exacerbate flooding or flooding risk. The Final Report/Statement includes revisions, updates and clarifications in response to comments received. The Final Report/Statement discloses potentially significant impacts that would be reduced to a less-than-significant level through implementation of mitigation measures in multiple resource areas. The document discloses potentially significant and unavoidable impacts related to Cultural Resources for a project under the jurisdiction of the Napa Sanitation District and related to Growth for Member Agencies implementing projects under the Proposed Project, including the District's Napa Road Pipeline Project. The Final Report/Statement discloses that the Phase 2 Program would provide recycled water, contributing to the provision of adequate water supply to support a level of growth that is consistent with the amount planned and approved within the General Plans for Sonoma, Marin, and Napa Counties. As described in the Draft Report/Statement, no appreciable growth in population or employment would occur as a direct result of the District's project under the Phase 2 Program, however provision of adequate water supplies to support planned development in the approved General Plans of the City of Sonoma and Sonoma County could result in secondary effects to the environment.

Water Agency staff recommend that the Board, acting as the administrative agency for the Authority and as the Lead Agency under CEQA, certify the Final Environmental Impact Report, which would allow participating Member Agencies to rely on the Final Report/Statement for project implementation and for funding opportunities through the U.S. Bureau of Reclamation's Title XIV Program. Staff recommends that the District's Board approve the Phase 2 Program and the District's Napa Road Pipeline Project, for the reasons set forth in the proposed Statement of Overriding Consideration. Staff recommends that the District Board, acting as a Responsible Agency under CEQA, adopt a resolution approving projects under its jurisdiction identified in the Phase 2 Program Final Report/Statement, adopt mitigation measures and a Mitigation Monitoring Plan, adopt a Statement of Overriding Considerations, making certain related findings, and authorize the filing of a Notice of Determination.

Discussion:

HISTORY/BACKGROUND OF THE ITEM:

The Authority, originally established under a Memorandum of Understanding (MOU) in August 2005 and most recently amended in November 2017, is comprised of 11 wastewater and potable water utilities as Member Agencies: the Water Agency, the District, Las Gallinas Valley Sanitary District, Novato Sanitary District, Napa Sanitation District, North Marin Water District, Napa County, Marin County (associate membership), Marin Municipal Water District, City of American Canyon, and the City of Petaluma. Authority Cooperating Agencies include the Central Marin Sanitation Agency. The Water Agency acts as the administrative agency for the Authority.

On December 8, 2009, the Board of Directors of the Water Agency, acting as the administrative agency for the Authority and as the Lead Agency under the CEQA, certified the Final Environmental Impact Report prepared for the North San Pablo Bay Restoration and Reuse Project (Phase 1 Project). The U.S.

Department of the Interior's Bureau of Reclamation (Reclamation) was the Lead Agency under the National Environmental Policy Act (NEPA) and filed a Record of Decision for the Final Environmental Impact Statement on January 28, 2011. The recycled water distribution projects implemented under Phase 1, including the Napa Sonoma Marsh Restoration Pipeline, are largely complete. Phase 1 projects cost approximately $104 million, but received $25 million in funding from federal sources, including Reclamation's Water SMART and Title XVI grants and American Recovery and Reinvestment Act funding, as well as $4.8 million from the California Department of Water Resources' Integrated Regional Water Management grant program.

The objectives of Phase 2 Program are to promote the expanded beneficial use of recycled water and integrated water management in the North Bay region to improve local, regional, and state water supply reliability; offset demands on potable water supplies; address impaired groundwater basins; enhance local and regional ecosystems; maintain and protect public health and safety; promote sustainable practices; and implement integrated water management in an economically viable manner. The Phase 2 Program area extends approximately 10 to 15 miles inland from the San Pablo Bay within Marin, Sonoma, and Napa counties. The area extends as far south as San Quentin in Marin County, as far north as El Verano and including Petaluma in Sonoma County, and includes the cities of Napa and American Canyon in Napa County.

Phase 2 Program projects evaluated at the project-level include: in the District's service area, a 2.2-mile-long recycled water distribution pipeline along Napa Road (Napa Road Pipeline Project); in Novato Sanitation District's service area, treatment capacity expansion at the recycled water facility, recycled water distribution for Marin County Lower Novato Creek restoration, and a turnout to wetlands; in Marin Municipal Water District's service area, a recycled water distribution system expansion to San Quentin Prison; in Napa Sanitation District's service area, increased filter capacity and covered storage at the Soscol Water Recycling Facility; in the City of Petaluma's service area, increased capacity at the Ellis Creek Water Recycling Facility, an expansion of the urban recycled water distribution system, and agricultural recycled water expansion; and in the City of American Canyon's service area, upgrades to the water recycling facility and an expansion of the recycled water distribution system. Additional Phase 2 Program projects were evaluated at a programmatic level of analysis, including the Water Agency's Valley of the Moon and Sonoma aquifer storage and recovery projects. These program-level projects are currently at a conceptual level and are not proposed for implementation under the Phase 2 Program, but promote integrated water management and would be further evaluated for implementation if needed in the future, as additional design and funding become available.

The Water Agency contracted with Environmental Science Associates, as sub-consultant to Brown & Caldwell, to prepare a joint Report/Statement to evaluate potential environmental impacts of the Phase 2 Program in accordance with CEQA, the State CEQA Guidelines, the Water Agency's Procedures for the Implementation of CEQA, NEPA, and Reclamation's NEPA Handbook. A Notice of Preparation was circulated for a 30-day public review period from July 19 through August 21, 2017. Scoping meetings were held during the review period on: August 2 in San Rafael; August 3 in American Canyon; August 9 in Petaluma; and August 10 in Sonoma.

The Draft Report/Statement was circulated for a 45-day public review period from April 4 through May 18, 2018. During this time, four public hearings were held to provide interested persons with an

opportunity to comment verbally or in writing on the Phase 2 Program and the Draft Report/Statement. The public hearings were held: May 7 in American Canyon; May 9 in San Rafael; May 10 in Petaluma; and May 14 in Sonoma. No oral comments were received at any of the public hearings. A notice of availability for the Draft Report/Statement was sent to approximately 635 agencies and individuals, published in local and regional newspapers, and posted on the Water Agency's and Authority's websites. The Draft Report/Statement was made available for review at the Water Agency's administrative office, Member Agencies' offices, and at regional libraries in the project area, and an electronic version of the document was made available on the Water Agency's and Authority's websites. A Notice of Completion was mailed, along with 15 electronic copies of the Draft Report/Statement, to the State Clearinghouse.

Written comments were received from four entities during the public review period. The comments focused on concerns regarding construction on or near State roadway facilities, potential for effects to geothermal reservoirs in the Sonoma Valley, the Phase 2 Program's relation to water quality objectives, and the potential for elements to exacerbate flooding or flooding risk.

The Final Report/Statement includes revisions, updates, and clarifications in response to comments received during the Draft Report/Statement review period. The Final Report/Statement does not include information regarding new significant impacts, alternatives, or mitigation measures that are considerably different from others previously analyzed, nor does any new information provided in the Final Report/Statement constitute "significant new information" within the meaning of CEQA as to require recirculation. The Final Report/Statement was distributed on August 3, 2018, and has been made available for the minimum 10-day review period required by CEQA. The Final Report/Statement is available at the Water Agency's administrative office, Member Agencies' offices, and at regional libraries in the project area, and an electronic version of the document is available on the Water Agency's and Authority's websites. Reclamation has not yet completed the public review requirements under NEPA or a Record of Decision.

FINAL ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT CONCLUSIONS

The Final Report/Statement discloses potentially significant impacts that would be reduced to a less-than-significant level through implementation of mitigation measures identified in the following areas: Surface Hydrology, Groundwater Resources, Water Quality, Biological Resources, Transportation and Traffic, Air Quality, Noise, Hazards and Hazardous Materials, Public Services and Utilities, Cultural Resources and Tribal Cultural Resources, Recreation, Aesthetics, Energy Conservation, and Cumulative Impacts, Growth Inducement, and Secondary Effects of Growth. The document discloses potentially significant and unavoidable impacts related to Cultural Resources for a project under the jurisdiction of the Napa Sanitation District and related to Growth for Member Agencies implementing projects under the Proposed Project, including the District. The significant and unavoidable impact related to the District's Napa Road Pipeline Project is described below.

CERTIFICATION OF ENVIRONMENTAL IMPACT REPORT (Water Agency Board)

Water Agency staff recommend that the Board, acting as the administrative agency for the Authority and as the Lead Agency under CEQA, certify the Final Environmental Impact Report in accordance with CEQA, the State CEQA guidelines, and the Water Agency's Procedures for the Implementation of CEQA, and make certain findings in connection therewith. Certifying the document under CEQA will allow participating

Member Agencies to rely on the Final Report/Statement for project implementation and for funding opportunities through the Reclamation's Title XIV Program.

PROJECT APPROVAL (District Board)

The District is the responsible entity for implementing and constructing the Napa Road Pipeline Project, located within the District service area and included as part of the Phase 2 Program.

The Final Report/Statement discloses that the Phase 2 Program would provide recycled water for urban, agricultural, and environmental uses, and as such, would contribute to the provision of adequate water supply to support a level of growth that is consistent with the amount planned and approved within the General Plans for Sonoma, Marin, and Napa counties. As described in the Draft Report/Statement, no appreciable growth in population or employment would occur as a direct result of the District's project under the Phase 2 Program, however provision of adequate water supplies to support planned development in the approved General Plans of the City of Sonoma and Sonoma County would result in secondary effects to the environment, as identified in the City of Sonoma General Plan Environmental Impact Report and the Sonoma County General Plan Environmental Impact Report, and summarized in the Phase 2 Program Draft Report/Statement.

Notwithstanding the impact, staff recommends that the District's Board approve the Phase 2 Program and the District's Napa Road Pipeline Project, for the reasons set forth in the proposed Statement of Overriding Consideration. These overriding considerations include:

A. Implementation of the Proposed Project would provide potable offset of urban and agricultural demands on potable supplies, including surface and groundwater supplies.
B. Implementation of the Proposed Project would reduce the amount of treated effluent discharged to North San Pablo Bay.
C. Implementation of the Proposed Project would be consistent with State and local policies regarding the implementation of recycled water to provide potable water supply offset.
D. Implementation of the Proposed Project would be consistent with recycled water polices identified in approved General Plans within the proposed service area.
E. Implementation of the Proposed Project would reduce groundwater depletion in the Sonoma Valley by providing an alternative source of water for irrigation. Reducing groundwater depletion will benefit other users of area water, and help ensure the long-term viability of existing agricultural, residential, open space, and other uses in the Project area.
F. Implementation of the Proposed Project would reduce peak demand for water in the summer months. Reducing peak demand will benefit other users of water in the summer months, including threatened and endangered species.
G. The Proposed Project would be implemented under Reclamation's Title XIV program, which provides funding for recycled water programs that have demonstrated regional coordination and provide multiple benefits.

Staff recommends that the District Board, acting as a Responsible Agency under CEQA, adopt a resolution approving projects under its jurisdiction identified in the North Bay Water Reuse Program Phase 2 Final Report/Statement, adopt mitigation measures and a Mitigation Monitoring Plan, adopt a Statement of

Overriding Considerations, making certain related findings, and authorize the filing of a Notice of Determination.

Prior Board Actions:

04/03/18: Water Agency Board approved release of Draft Report/Statement for 45-day public review period, set public hearing officers, and scheduled public hearings.

11/14/17: Water Agency Board authorized the Chair of the Water Agency and the Chair of the District to sign the Authority's Fourth Amended Memorandum of Understanding, adding City of American Canyon as a member and adjusting governance and cost sharing provisions to incorporate changed membership; authorized Water Agency's General Manager or designee to execute an amended agreement with Brown and Caldwell to provide engineering, environmental, and public outreach services for Authority increasing the amount by $321,274, expanding the scope of work to include fiscal year 2017/2018, and extending the agreement term by ten months for a new not-to-exceed agreement total of $3,319,653 and end date of October 30, 2018; authorized expenditure of District funds for District's portion of costs for the above amended agreement with Brown and Caldwell; adopted a resolution of the Water Agency authorizing adjustments to the adopted fiscal year 2017/2018 budget in the amount of $25,230.58; and adopted a resolution of the District authorizing adjustments to the adopted fiscal year 2017/18 budget in the amount of $25,230.57.

09/12/17: Water Agency Board of Directors adopted a resolution authorizing the General Manager of the Water Agency, or his designee, to a) sign and file an application with the United States Bureau of Reclamation pursuant to the Water Infrastructure Improvements for the Nation Act for funding the North Bay Water Reuse Program construction activities; b) execute a cooperative agreement with the United States Bureau of Reclamation; and c) take all actions necessary to implement the cooperative agreement

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Waste Water Treatment and Water Reuse, Goal 1: Improve operational reliability of wastewater treatment and water reuse systems.

Water Agency's Board certification of the Final Report/Statement and the District's Board project approval would improve the availability of recycled water in the SVCSD service area and throughout the North San Pablo Bay region. It would also allow the SVCSD and other participating agencies to apply for federal funding to implement proposed projects.

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

This item has no fiscal impact.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Resolution (R1) for Water Agency Board of Directors
Resolution (R2) for District Board of Directors

Related Items "On File" with the Clerk of the Board:

1) Draft Environmental Impact Report/Environmental Impact Statement for the North Bay Water Reuse Program Phase 2
2) Final Environmental Impact Report/Environmental Impact Statement for the North Bay Water Reuse Program Phase 2

3) Draft Notice of Determination
4) Notice of Availability of Final Environmental Impact Report/Environmental Impact Statement

Item Number: _____

Date: August 14, 2018 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency, To Certify The North Bay Water Reuse Program Phase 2 Final Environmental Impact Report, And Make Certain Findings Therewith.

Whereas, the Sonoma County Water Agency (Water Agency) wishes to expand the beneficial use of recycled water in Sonoma County and to work cooperatively with other agencies within the North Bay region, including Marin and Napa counties, to promote the expanded beneficial use of recycled water and integrated water management in the North Bay region.

Whereas, the North Bay Water Reuse Authority (Authority) is comprised of 11 wastewater and potable water utilities as Member Agencies, including the Water Agency, and the Water Agency Board of Directors acts as the administrative agency for the Authority.

Whereas, as provided for in California Environmental Quality Act (CEQA) Guidelines Section 15050, Water Agency is the CEQA Lead Agency for the preparation and circulation of the Environmental Impact Report/Environmental Impact Statement (Report/Statement) for the North Bay Water Reuse Program Phase 2 (Phase 2 Program, SCH# 2017072051).

Whereas, the U.S. Department of Interior, Bureau of Reclamation (Reclamation) and the Authority's Member Agencies prepared a Draft Environmental Impact Report/Environmental Impact Statement for the proposed North Bay Water Reuse Program Phase 2 (Phase 2 Program). The document is a joint Environmental Impact Report/Environmental Impact Statement (Report/Statement) and was prepared in accordance with the National Environmental Policy Act (NEPA), Reclamation's NEPA Handbook, CEQA, the State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of CEQA.

Whereas, in response to comments received on the Draft Report/Statement, a FinalReport/Statement has been prepared for the proposed Phase 2 Program, and the review process has been satisfactorily completed as more fully described below.

Now, Therefore, Be It Resolved that this Board finds that the foregoing recitals are true and correct and further finds, declares, determines and orders as follows:

PROCEDURAL FINDINGS:

1. The Phase 2 Program area extends approximately 10 to 15 miles inland from the San Pablo Bay within Marin, Sonoma, and Napa counties. Figure 2-3 in Chapter 2, Project Description, of the Draft Report/Statement shows the area of the Phase 2 Program. The Authority's Member Agencies collectively prioritized the projects within their individual service areas to participate in the Phase 2 Program. These are projects that each Member Agency has defined to a level of detail that allows for project-level environmental review and are collectively referred to as the Phase 2 Program. Phase 2 Program projects evaluated at the project-level include: in the Sonoma Valley County Sanitation District's service area, a 2.2-mile-long recycled water distribution pipeline along Napa Road; in Novato Sanitation District's service area, treatment capacity expansion at the recycled water facility, recycled water distribution for Marin County Lower Novato Creek restoration, and a turnout to wetlands; in Marin Municipal Water District's service area, a recycled water distribution system expansion to San Quentin Prison; in Napa Sanitation District's service area, increased filter capacity and covered storage at the Soscol Water Recycling Facility; in the City of Petaluma's service area, increased capacity at the Ellis Creek Water Recycling Facility, an expansion of the urban recycled water distribution system, and agricultural recycled water expansion; and in the City of American Canyon's service area, upgrades to the water recycling facility and an expansion of the recycled water distribution system. Additional Phase 2 Program projects were evaluated at a programmatic level of analysis, including the Water Agency's Valley of the Moon and Sonoma aquifer storage and recovery projects. These program-level projects are currently at a conceptual level and are not proposed for implementation under the Phase 2 Program but promote integrated water management and would be further evaluated for implementation if needed in the future, as additional design and funding become available.

Collectively, the Phase 2 Program would provide 4,885 acre-feet of new recycled water for beneficial use and would include: installation of 19.8 miles of new pipelines; construction of facilities onsite at the existing wastewater treatment plants to provide an additional 4.87 million gallons per day of tertiary treatment capacity; and development of approximately 10.1 acre-feet of storage, primarily for agricultural use.

2. As described in the Draft Report/Statement Section 1.1.1, Purpose and Need of the Proposed Action, the objectives of the Phase 2 Program are to promote the expanded beneficial use of recycled water and integrated water

management in the North Bay region to offset demands on potable supplies; enhance local and regional ecosystems; improve local, regional, and State water supply reliability; maintain and protect public health and safety; promote sustainable practices; support the sustainable management of groundwater basins; and implement recycled water facilities in an economically viable manner.

3. As allowed for in CEQA Guidelines Section 15084(d)(2), the Water Agency retained a consultant to assist with preparation of the environmental documents. The Water Agency, acting as Lead Agency, has directed, reviewed and edited as necessary all material prepared by the consultant, and such material reflects the Water Agency's independent judgment.

4. On July 19, 2017, the General Manager of the Water Agency circulated a Notice of Preparation (NOP) of an Environmental Impact Report to be mailed to local, state, and federal agencies, and to other interested parties. The Notice of Preparation was submitted to the State Clearinghouse and was available online at the Water Agency's and Authority's websites. The Notice of Preparation was directly mailed to 237 parties and a postcard notification of the notice's availability was sent to 425 parties. The Notice of Preparation was circulated for a 30-day public review period, which ended on August 21, 2017. The project description for the notice was based on the North Bay Water Reuse Program Phase 2 Feasibility Study completed in June 2017. No Initial Study was prepared since Water Agency staff decided in advance that a full Report/Statement would be required for this project.

5. The July 2017 Notice of Preparation also included notice for four scoping meetings held on August 2, 2017, in San Rafael; August 3, 2017, in American Canyon; August 9, 2017, in Petaluma; and August 10, 2017, in Sonoma. The purpose of the scoping meetings was to give the public an opportunity to make comments and suggestions on the scope of the Report/Statement.

6. On April 4, 2018, approximately 20 hard copies and/or compact discs of the Draft Report/Statement, along with Notices of Availability, were sent to responsible and trustee agencies, Member Agencies, and nine regional libraries. In addition, Notices of Availability were published in six newspapers of general circulation, posted on the Water Agency's and Authority's websites, and Notices of Availability and/or postcard notices were sent to approximately 635 interested agencies and residents located within the project area identified in the Draft Report/Statement, and to individuals who requested to be on the mailing list for the project. The Draft Report/Statement was made available for review at the Water Agency's administrative office, Member Agencies' offices, and at regional libraries in the project area, and an electronic version of the document was made available on the Water Agency's and Authority's websites. A Notice of Completion was mailed, along with 15 electronic copies of the Draft Report/Statement, to the

State Clearinghouse.

7. The Draft Report/Statement was circulated for a 45-day public review period from April 4 through May 18, 2018. On May 7, 2018, in American Canyon; May 9, 2018, in San Rafael; May 10, 2018, in Petaluma; and May 14, 2018, in Sonoma, public hearings were held to receive comments on the Draft Report/Statement and on the proposed project. No members of the public provided comment and each public hearing was closed.

8. After the end of the public review period for the Draft Report/Statement, written comments from four entities were reviewed, and responses to comments were prepared. The Response to Comments document together with the Draft Report/Statement constitutes the Final Report/Statement.

9. The Final Report/Statement includes revisions, updates, and clarifications in response to comments received on the Draft Report/Statement. The revisions, updates, and clarifications made for the Final Report/Statement do not include disclosures of: 1) any new significant impact from the project; 2) a substantial unmitigated increase in the severity of any impact; or 3) a feasible alternative or mitigation measure considerably different from others previously analyzed that would clearly lessen project impacts but that the Water Agency does not propose to adopt. The new information provided in the Final Report/Statement does not constitute "significant new information" within the meaning of CEQA so as to require recirculation of the Final Report/Statement.

10. The Final Report/Statement was distributed on August 3, 2018, and was available for the minimum 10-day review period required by CEQA. The Final Report/Statement is available at the Water Agency's administrative office, Member Agencies' offices, and at regional libraries in the project area, and an electronic version of the document is available on the Water Agency's and Authority's websites.

SUBSTANTIVE FINDINGS

1. The Water Agency, as the Lead Agency, has prepared the Final Report/Statement for the Phase 2 Program.

2. Pursuant to CEQA Guidelines Section 15090, the Board of Directors of the Water Agency (Board) has reviewed and considered the information contained in the Final Report/Statement for the Phase 2 Program, and considered the environmental effects of the Project as disclosed in the Final Report/Statement.

3. The Board finds that the Final Report/Statement describes a range of reasonable alternatives.

4. The Board finds that the Final Report/Statement represents a good faith effort to achieve completeness and full environmental disclosure.

5. The Final Report/Statement reflects the independent judgment and analysis of the Board of Directors of the Water Agency.

6. The Board certifies that it has reviewed and considered the information in the Final Report/Statement, and finds that it represents the independent judgment and analysis of the Sonoma County Water Agency Board of Directors. The Board finds that the Final Report/Statement is an adequate informational document, and has provided this Board and the public with full and fair disclosure of potential environmental impacts associated with the project.

Be It Further Resolved based on the record of this proceeding and the foregoing findings and determinations, the Board of Directors of the Sonoma County Water Agency does hereby certify that the Final Environmental Impact Report has been completed, reviewed, and considered in compliance with CEQA, the State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of CEQA, and that the Final Environmental reflects the independent judgment and analysis of this Board.

Directors:

Gorin:	Rabbitt:	Zane:	Hopkins:	Gore:
Ayes:	Noes:	Absent:	Abstain:	

So Ordered.

Item Number: _____

Date: August 14, 2018 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma Valley County Sanitation District To Approve Projects Under Its Jurisdiction Identified In The North Bay Water Reuse Program Phase 2 Final Environmental Impact Report/Environmental Impact Statement, And Make Certain Findings Therewith.

Whereas, the Sonoma Valley County Sanitation District (District) wishes to expand the beneficial use of recycled water in Sonoma County and to work cooperatively with other agencies within the North Bay region, including Marin and Napa counties, to promote the expanded beneficial use of recycled water and integrated water management in the North Bay region.

Whereas, the District is a Member Agency of the North Bay Water Reuse Authority (Authority), which has been formed to promote the use of recycled water within the region.

Whereas, the District has participated in the development and preparation of the North Bay Water Reuse Program Phase 2 Feasibility Study, which has incorporated projects identified by the District, for distribution of recycled water to reduce demands on potable supplies, referred to as the Napa Road Pipeline Project, and shown in Draft Environmental Impact Report/Environmental Impact Statement (Report/Statement) Figure 2-7.

Whereas, as provided for in California Environmental Quality Act (CEQA) Guidelines Section 15050, the Sonoma County Water Agency (Water Agency) is the CEQA Lead Agency for the preparation and circulation of the Report/Statement for the North Bay Water Reuse Program Phase 2 (Phase 2 Program, SCH# 2017072051).

Whereas, as provided for in CEQA Guidelines Section 15096, the District is a Responsible Agency, and will consider the Report/Statement prior to reaching a decision on projects within its jurisdiction that have been included in the Phase 2 Program.

Whereas, the U.S. Department of Interior, Bureau of Reclamation (Reclamation) and the Authority's Member Agencies prepared a Draft Environmental Impact Report/Environmental Impact Statement for the proposed North Bay Water Reuse

Program Phase 2 (Phase 2 Program). The document is a joint Environmental Impact Report/Environmental Impact Statement (Report/Statement) and was prepared in accordance with the National Environmental Policy Act (NEPA), Reclamation's NEPA Handbook, CEQA, the State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of CEQA.

Whereas, in response to comments received on the Draft Report/Statement, a Final Report/Statement has been prepared for the proposed Phase 2 Program, and the review process has been satisfactorily completed as more fully described below.

Whereas, on August 14, 2018, the Sonoma County Water Agency (Water Agency), as CEQA Lead Agency, certified that the Final Report/Statement has been: completed in compliance with CEQA, the State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of CEQA; was presented to the decision making body of the Lead Agency, and that the decision making body reviewed and considered the information contained in the Report/Statement; and that the Final Report/Statement reflects the Lead Agency's independent judgment and analysis.

Now, Therefore, Be It Resolved that this Board finds that the foregoing recitals are true and correct and further finds, declares, determines and orders as follows:

PROCEDURAL FINDINGS.

1. The Phase 2 Program area extends approximately 10 to 15 miles inland from the San Pablo Bay within Marin, Sonoma, and Napa counties. Figure 2-3 in Chapter 2, Project Description, of the Draft Report/Statement shows the area of the Phase 2 Program. The Authority's Member Agencies collectively prioritized the projects within their individual service areas to participate in the Phase 2 Program. These are projects that each Member Agency has defined to a level of detail that allows for project-level environmental review and are collectively referred to as the Phase 2 Program. Phase 2 Program projects evaluated at the project-level includes in the District's service area, a 2.2-mile-long recycled water distribution pipeline along Napa Road (Napa Road Pipeline Project). The Phase 2 Program also includes projects from Member Agencies, including the Novato Sanitary District, Marin Municipal Water, Napa Sanitation District, the City of Petaluma, and the City of American Canyon.

Collectively, the Phase 2 Program would provide 4,885 acre-feet of new recycled water for beneficial use and would include: installation of 19.8 miles of new pipelines; construction of facilities onsite at the existing wastewater treatment plants to provide an additional 4.87 million gallons per day of tertiary treatment capacity; and development of approximately 10.1 acre-feet of storage, primarily for agricultural use. The District's Napa Road Pipeline Project (District Project or Proposed Project) would expand the recycled water service area in the unincorporated areas of Sonoma County east of the City of Sonoma along Napa Road (Draft Report/Statement Figure 2-7, Appendix A). Pipeline construction would have a project yield of 200 acre-feet per year, and include 11,500 linear feet of 12-inch diameter pipeline located

within the roadway or roadway shoulder. The pipeline would connect to existing pipelines and extend eastward from 5th Street East to serve additional customers.

2. As described in the Draft Report/Statement Section 1.1.1, Purpose and Need of the Proposed Action, the objectives of the Phase 2 Program are to promote the expanded beneficial use of recycled water and integrated water management in the North Bay region to offset demands on potable supplies; enhance local and regional ecosystems; improve local, regional, and State water supply reliability; maintain and protect public health and safety; promote sustainable practices; support the sustainable management of groundwater basins; and implement recycled water facilities in an economically viable manner.

3. On July 19, 2017, the General Manager of the Water Agency circulated a Notice of Preparation (NOP) of an Environmental Impact Report to be mailed to local, state, and federal agencies, and to other interested parties. The Notice of Preparation was submitted to the State Clearinghouse and was available online. The NOP was directly mailed to 237 parties and a postcard notification of the Notice of Preparation's availability was sent to 425 parties. The Notice of Preparation was circulated for a 30-day public review period, which ended on August 21, 2017. The project description for the Notice of Preparation was based on the *North Bay Water Reuse Program Phase 2 Feasibility Study* completed in June 2017. No Initial Study was prepared since Lead Agency staff decided in advance that a full Report/Statement would be required for this project.

4. The July 2017 NOP also included notice for four scoping meetings on August 2, 2017, in San Rafael; August 3, 2017, in American Canyon; August 9, 2017, in Petaluma, and August 10, 2017, in Sonoma. The purpose of the scoping meetings was to give the public an opportunity to make comments and suggestions on the scope of the Report/Statement.

5. On April 4, 2018, approximately 20 hard copies and/or compact discs of the Draft Report/Statement, along with Notices of Availability, were sent to: responsible and trustee agencies, Member Agencies, and nine regional libraries. In addition, Notices of Availability were published in six newspapers of general circulation, posted on the Water Agency's and Authority's websites, and Notices of Availability and/or postcard notices were sent to approximately 635 interested agencies and residents located within the project area identified in the Draft Report/Statement, and to individuals who requested to be on the mailing list for the project. The Draft Report/Statement was made available for review at the Water Agency's administrative office, Member Agencies' offices, and at regional libraries in the project area, and an electronic version of the document was made available on the Water Agency's and Authority's websites. A Notice of Completion was mailed, along with 15 electronic copies of the Draft Report/Statement, to the State Clearinghouse.

6. The Draft Report/Statement was circulated for a 45-day public review period from April 4 through May 18, 2018. On May 7, 2018, in American Canyon; May 9, 2018, in San Rafael; May 10, 2018, in Petaluma; and May 14, 2018, in Sonoma, public hearings were held to receive comments on the Draft Report/Statement and on the proposed project. No members of the public provided comment and each public hearing was closed.

7. After the end of the public review period for the Draft Report/Statement, written comments from approximately four entities were reviewed, and responses to comments were prepared. The Response to Comments document together with the Draft Report/Statement constitutes the Final Report/Statement.

8. The Final Report/Statement includes revisions, updates, and clarifications in response to agency comment on the Draft Report/Statement. The revisions, updates, and clarifications made for the Final Report/Statement do not include disclosures of: 1) any new significant impact from the project; 2) a substantial unmitigated increase in the severity of any impact; or 3) a feasible alternative or mitigation measure considerably different from others previously analyzed that would clearly lessen project impacts, but that the District does not propose to adopt. The new information provided in the Final Report/Statement does not constitute "significant new information" within the meaning of CEQA so as to require recirculation of the Final Report/Statement.

9. The Final Report/Statement was distributed on August 3, 2018, and was available for the minimum 10-day review period required by CEQA. The Final Report/Statement is available at the Water Agency's administrative office, Member Agencies' offices, and at regional libraries in the project area, and an electronic version of the document is available on the Water Agency's and Authority's websites.

SUBSTANTIVE FINDINGS.

1. Pursuant to CEQA Guidelines Section 15096, the Board of Directors of the District (Board) has reviewed and considered the information contained in the Final Report/Statement for the Phase 2 Program, and considered the environmental effects of the Project as shown in the Final Report/Statement.

2. Less than Significant Impacts

2.01. The Board finds that the District Project described in the Phase 2 Program Report/Statement has certain impacts that are less than significant or are beneficial, which are fully and accurately identified in the Draft Report/Statement Chapter 3, Environmental Consequences, Chapter 4, Cumulative Impacts, and Chapter 5, Growth Inducement and Secondary Effects of Growth.

3. Significant Impacts Reduced to a Less than Significant Level by Mitigation Measures

3.01. The Board finds that the Phase 2 Program would cause certain significant or potentially significant adverse environmental impacts, which are fully and accurately summarized in Draft Report/Statement Chapter 3. The Board further finds that there are impacts, and corresponding mitigation measures as described in Draft Report/Statement Chapters 3 and 4, disclosed that fall outside its jurisdiction, and are the responsibility of another agency and should be adopted by such agency and not the District.

3.02. The Board finds that the District Project described in the Phase 2 Program Report/Statement would cause certain significant or potentially significant adverse environmental impacts, which are more

fully described in the Final Report/Statement. The Board further finds that changes or alterations have been required in or incorporated into the District Project that will mitigate those impacts to less-than-significant levels as described in Draft Report/Statement Chapters 3 and 4. Based on such findings, and the above statement of facts, the Board hereby finds that most of the significant or potentially significant adverse environmental effects posed by the District Project have been eliminated or reduced to a less-than-significant level. An explanation of the rationale for each finding is presented below.

A. Impacts and Mitigation Measures

1. Surface Hydrology

a) Impact 3.3.1: Project construction and operation could alter the existing drainage patterns in a manner that would result in substantial erosion, siltation, or flooding on- or off-site.

Mitigation: Applicable to all Member Agencies.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. This measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.5.1: NPDES Construction Activity Stormwater Permit. *Refer to Impact 3.5.1 in Water Quality.*

Mitigation Measure 3.3.1a: Stream and Drainage Crossings. *The Member Agencies shall implement the following measure during pipeline installation at stream or drainage crossings:*

1. *Schedule construction during the dry season and so as to avoid storm events to the extent feasible, or as required by regulatory permits (approximately June 15 to October 15);*
2. *Pipelines suspended from bridges shall be designed such that they do not interfere with conveyance of flows beneath the bridge, as determined by a licensed professional engineer;*
3. *At in-road drainage crossings where drainages pass beneath the road in existing culverts, and where there is sufficient cover between the culvert and road surface, the new pipeline will be installed above the existing culvert without removing or disturbing it. If the pipeline must be installed below the existing culvert, then the culvert will be cut and temporarily removed to allow pipeline installation.*
4. *If disturbance of the existing culvert is required, sediment curtains upstream and downstream of the construction zone shall be placed to prevent sediment disturbed during trenching activities from being transported and deposited outside of the construction zone.*
5. *Employ short-term drainage diversion and control measures such as sandbags, dikes, pumps, or other means; and*
6. *Following construction, restore the construction area to pre-existing conditions.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with California Environmental Quality Act Guidelines Section 15901(a)(1), that

changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: As discussed in the Draft Report/Statement, the proposed pipelines would cross streams and drainages only under certain necessary conditions. In such cases, the measures listed above would avoid direct impact to drainages. The drainage designs would be integrated with existing drainage systems such that drainage patterns do not result in new erosion, siltation, or flooding, and the construction site would be restored to pre-existing conditions, therefore, the impact on the drainage patterns would be less than significant.

b) Impact 3.3.2: Project operation would reduce the amount of annual discharge due to the recovery and use of recycled water that is currently discharged.

Mitigation: Applicable to all Member Agencies.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. This measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.3.2: SWRCB Change of Use Petition. *Member Agencies shall complete SWRCB Change of Use Petition for use of recycled water, pursuant to Section 1700 of the California Water Code. Direct diversions of less than 3.0 cubic feet per second (cfs) or storage of less than 200 AFY may qualify for a minor petition, as appropriate. Member Agencies shall complete SWRCB Change of Use Petition process prior to recycled water distribution.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Member Agencies would complete a State Water Resources Control Board petition for change of use as appropriate to ensure recovery and use of recycled water, and annual discharge amounts are compliant with state guidelines.

c) Impact 3.3.3: The proposed action could expose the public or structures to the risk of flooding due to placement of facilities within the one percent annual chance of exceedance flood level. The proposed action would also change the amount of discharge to local surface waters.

Mitigation: Applicable to District, Water Agency, Marin Municipal Water District, Novato Sanitary District, and City of Petaluma; not applicable to City of American Canyon and Napa Sanitation District.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. This measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.3.3: *As part of the design process for seasonal storage, Member Agencies shall demonstrate through hydrologic and hydraulic analyses that the proposed modification and/or encroachment would not result in an increase in flood levels during the occurrence of the one percent annual chance of exceedance flood event. Analysis shall be performed by a California licensed engineer in accordance with standard engineering practices.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Implementation of the above measure would ensure that the proposed modification would not result in an increase in flood levels during the occurrence of the one percent annual chance of exceedance flood by incorporating hydrologic and hydraulic analyses into design.

d) Impact 3.3.4: Sea-level rise could affect operation of project facilities.

Mitigation: Applicable to all Member Agencies.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. This measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.3.4: *Design of proposed facilities shall consider sea level rise potential, and shall include appropriate measures in facility siting and design to address potential impacts related to sea level rise, similar to those applied to facility installation within 100-year flood plains. Design measures may include, but are not limited to: facility siting, access placement, access vault extension above projected water elevation, water tight vaults, and site protection.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Implementation of the above measure would ensure that proposed facilities consider potential sea-level rise scenarios into siting and design such that appropriate protective measure can be established.

e) Impact 3.3.5: The NBWRP Phase 2 would not cause or exacerbate any existing risk of inundation by seiche, tsunami, or mudflow.

Mitigation: Applicable to all Member Agencies.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. This measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.3.1a: Stream Drainage Crossings. *Refer to Impact 3.3.1 in Surface Hydrology.*

Mitigation Measure 3.5.1: NPDES Construction Activity Stormwater Permit. *Refer to Impact 3.5.1 in Water Quality.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: As discussed in the Draft Report/Statement, the proposed pipelines would cross drainages only under certain necessary conditions. In such cases, the measures listed above would avoid direct impact to drainages, such as constriction of flood flow which could cause or exacerbate upstream flooding conditions. The drainage designs would be integrated with existing drainage systems, therefore, the impact on the drainage patterns would be less than significant.

2. Groundwater Resources

a) Impact 3.4.3: Proposed facilities may be affected by shallow groundwater levels and natural groundwater fluctuations.

Mitigation: Applicable to all Member Agencies.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. This measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.4.3: *The Member Agencies will implement the following measures:*

1. *All proposed improvements will be designed and constructed in accordance with current geotechnical industry standard criteria as overseen and approved by a state licensed geotechnical engineer.*
2. *Implement industry standard geotechnical measures to address high groundwater conditions as appropriate to reduce the potential for impacts related to groundwater fluctuation, in accordance with accepted geotechnical practices and current building code requirements.*

Possible design features include drainage blankets, perimeter pumps to temporarily decrease hydrostatic pressure, perimeter drainage trenches, and specific groundwater monitoring scenarios.

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Proposed facilities, including pipelines, pump stations, and storage facilities would be constructed in accordance with the geotechnical standards and criteria. The design measures would reduce the impacts related to groundwater fluctuation.

3. *Water Quality*

a) Impact 3.5.1: Disturbance of soils during construction of new project-related infrastructure could generate short term erosion-related water quality impacts. Construction activities could result in the accidental release of fuels or hazardous materials. Project construction activities could require dewatering that could result in the discharge of turbid waters into the local storm drain systems or nearby creeks.

Mitigation: Applicable to all Member Agencies.

The following mitigation measures are hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. These measures will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.5.1: NPDES Construction Activity Stormwater Permit. *Member Agencies or their contractor shall comply with the provisions of the NPDES Construction Activity Stormwater permit, including preparation of Notice of Intent to comply with the provisions of this General Permit and preparation of a SWPPP. The SWPPP will identify implementation measures necessary to mitigate potential water quality degradation as a result of construction-related runoff. These measures will include BMPs and other standard pollution prevention actions, such as erosion and sediment control measures, proper control of non-stormwater discharges, and hazardous spill prevention and response. The SWPPP will also include requirements for BMP inspections, monitoring, and maintenance.*

The following items are examples of BMPs that would be implemented during construction to avoid causing water quality degradation:

1. *Erosion control BMPs, such as use of mulches or hydroseeding to prevent detachment of soil, following guidance presented in the California BMP Handbooks – Construction (CASQA 2003). A detailed site map will be included in the SWPPP outlining specific areas where soil disturbance may occur, and drainage patterns associated with excavation and grading activities. In addition,*

the SWPPP will provide plans and details for the BMPs to be implemented prior, during, and after construction to prevent erosion of exposed soils and to treat sediments before they are transported offsite.

2. *Sediment control BMPs such as silt fencing or detention basins that trap soil particles.*
3. *Construction staging areas designed so that stormwater runoff during construction will be collected and treated in a detention basin or other appropriate structure.*
4. *Management of hazardous materials and wastes to prevent spills and provide the means to contain any spills that might occur.*
5. *Groundwater treatment BMPs such that localized trench dewatering does not impact surface water quality.*
6. *Vehicle and equipment fueling BMPs such that these activities occur only in designated staging areas with appropriate spill controls.*
7. *Maintenance checks of equipment and vehicles to prevent spills or leaks of liquids of any kind.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Implementation of stormwater control measures and BMPs related to handling and storage of hazardous materials would minimize sedimentation and water quality impacts.

4. Biological Resources

a) Impact 3.6.1: Construction of the Proposed Project could result in impacts to jurisdictional wetlands and other waters of the United States, as well as impacts to waters of the State and riparian habitat.

Mitigation: Applicable to District, Novato Sanitary District, City of Petaluma, City of American Canyon, and Napa Sanitation District; not applicable to Marin Municipal Water District and Water Agency.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. This measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.6.1: *Implement the following measures to avoid, minimize and compensate for impacts to jurisdictional wetlands and other waters of the U.S. and State, and impacts to riparian habitat.*

Construction activities resulting in the introduction of fill or other disturbance to jurisdictional wetlands and other waters of the U.S. will require permit approval from the U.S. Army Corps of Engineers and water quality certification from the Regional Water Quality Control Board, pursuant to Section 401 of the Clean Water Act. Proposed facilities would most likely be authorized under Nationwide Permit #12 (Utility Lines) pursuant to Section 404 of the Clean Water Act. The CDFW has jurisdiction in the project area over riparian habitat, including stream bed and banks, pursuant to Sections 1600-1616 of the Fish and Game Code. Pipeline construction resulting in alteration to

channel bed or banks, extending to the outer dripline of trees forming the riparian corridor, is subject to CDFW jurisdiction. If work is proposed in these areas, project proponent will be required to obtain a Streambed Alteration Agreement (SAA) from the CDFW. Terms of these permits and SAA will likely include, but will not necessarily be limited to, the mitigation measures listed below.

1. *Specific locations of pipeline segments, storage reservoirs, and pump stations shall be configured, wherever feasible, to avoid and minimize direct and indirect impacts to wetlands and stream drainage channels. Consideration taken in finalizing configuration placement shall include:*

    a. *Reducing number and area of stream channel and wetland crossings where feasible. Crossings shall be oriented as close to perpendicular (90-degree angle) to the drainage or wetland as feasible.*
    b. *Placement of project components as distant as feasible from channels and wetlands.*
    c. *For pipeline construction activities in the vicinity of wetland and stream drainage areas, the construction work area boundaries shall have a minimum 20-foot setback from jurisdictional features1. Pipeline construction activities in proximity to jurisdictional features include: 1) entrance and exit pits for directional drilling and bore and jack operations; and 2) portions of pipeline segments listed as "parallel" to wetland/water features.*

2. *Sites identified as potential staging areas will be examined by a qualified biologist prior to construction. If potentially jurisdictional features are found that could be impacted by staging activities, the site will not be used.*
3. *Construction methods for channel crossing shall be designed to avoid and minimize direct and indirect impacts to channels to the greatest extent feasible. Use of trenchless methods including suspension of pipeline from existing bridges, directional drilling, and bore and jack tunneling will be used when feasible. Trenchless methods are required for all perennial drainage crossings (i.e., Lynch Creek). Construction occurring in the vicinity of riparian areas shall be delimited with a minimum 20-foot setback to avoid intrusion of construction activities into sensitive habitat.*

    The following additional measures shall apply to channel crossings in which the trenching construction method is used:

    a. *Limiting of construction activities in drainage channel crossings to low-flow periods: approximately April 15 to October 15.*
    b. *At in-road drainage crossings where drainages pass beneath the road in existing culverts, and where there is sufficient cover between the culvert and road surface, the new pipeline will be installed above the existing culvert without removing or disturbing it. If the pipeline must be installed below the existing culvert, then the culvert will be cut and temporarily removed to allow pipeline installation.*
    c. *At off-road drainage crossings, the construction corridor width will be minimized to the greatest extent feasible at the crossing and at least 20 additional feet to either side of the drainage at the crossing.*

[1] Setbacks of channels with associated riparian vegetation will be from the outer dripline edge of the riparian corridor canopies and/or the upper bank edge, or per City or County code, whichever is greater.

d. If disturbance of the existing culvert is required, sediment curtains upstream and downstream of the construction zone shall be placed to prevent sediment disturbed during trenching activities from being transported and deposited outside of the construction zone.

4. *Construction BMPs shall be implemented as discussed in **Mitigation Measure 3.5.1** in Section 3.5, Water Quality, to reduce risk of erosion and sediment transport into all construction areas in proximity of drainages.*
5. *For channels or wetlands for which soil removal is necessary (off-road crossings or wetlands to be trenched or otherwise directly disturbed), the top layer of the drainage or wetland bottom shall be stockpiled and preserved during construction. After the pipeline has been installed, the stockpiled material shall be placed back into the drainage or wetland feature to return the beds to approximately their original composition.*
6. *Project sites will be revegetated with an appropriate assemblage of native upland vegetation, and if necessary, riparian and wetland vegetation, suitable for the area. A plan describing pre-project conditions, restoration and monitoring success criteria will be prepared prior to construction.*
7. *To offset temporary and permanent impacts to wetlands and other waters of the U.S. and State, and impacts to riparian habitat, compensatory mitigation will be provided through on-site restoration to emulate pre-project conditions.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Potential impacts to riparian habitat during construction activities would be reduced by complying with the regulatory requirements and through measures such as avoiding stream crossings as feasible and setting setbacks from sensitive habitats.

b) Impact 3.6.2: Construction of NBWRP Phase 2 facilities could affect special-status aquatic species including central California coast steelhead, Chinook salmon, and California freshwater shrimp, or designated critical habitat for steelhead.

Mitigation: Applicable to District, Novato Sanitary District, City of Petaluma, City of American Canyon, and Napa Sanitation District; not applicable to Marin Municipal Water District and Water Agency.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. This measure will mitigate the above impact to a less-than-significant level.

***Mitigation Measure 3.6.2:** Specific measures shall be implemented to protect aquatic habitats potentially inhabited by special-status fish and California freshwater shrimp.*

Sensitive fisheries and other aquatic resources shall be protected by minimizing in-stream and near-stream habitat impacts during project design, informally consulting with resource agencies (NMFS,

USFWS, CDFW, and USACOE), and implementing protective measures. For Lynch Creek, North Slough, and Arroyo Seco, special-status fish are presumed present. California freshwater shrimp are presumed present in Lynch Creek.

Because of the sensitivity of seasonal and ephemeral drainages, the following measures will be required to avoid and minimize impacts to aquatic habitat:

1. *Project designs shall be configured, whenever feasible, to avoid direct impacts to sensitive wetland areas and minimize disturbances to wetland and riparian corridors. Ground disturbance and construction footprints in these areas shall be minimized to the greatest degree feasible. Trenchless constructions methods will be employed wherever possible. In the event trenchless methods cannot be employed, the project proponent would obtain appropriate permit authorizations and implement construction methods per applicable Streambed Alteration Agreements.*
2. *All activities across waterways will be restricted to low-flow periods of June 15 through November 1. If the channel is dry, construction can occur as early as April 15 (in accordance with CDFW and RWQCB permit requirements). Restricting construction activities to this work window will minimize effects to California freshwater shrimp and steelhead;*
3. *Reclamation or appropriate agency shall ensure the appropriate permit authorizations are secured for stream crossings, and a qualified biological resource monitor shall be present at all times to alert construction crews to the possible presence of California freshwater shrimp during construction operations;*
4. *At least 15 days prior to onset of activities, Reclamation or appropriate agency shall submit the name(s) and credentials of biologists who would conduct activities authorized by the BO. No project activities shall begin until Reclamation has received written approval from the USFWS and CDFW that the biologist(s) is approved to conduct the work;*
5. *A Service-approved biologist shall conduct a training session for construction personnel all working near appropriate habitat prior to the onset of construction activities. At a minimum, the training shall describe the California red-legged frog and their habitat, their importance, and the measures that are being implemented to conserve these species as they relate to the proposed action;*
6. *If trenchless methods cannot be implemented due to geotechnical conditions, and the channel is not dry, water from around the section of trench that is within the actively flowing channels will be diverted. This will reduce the potential for sediment or other pollutants to enter the waterways and to affect downstream resources. Sediment curtains will be placed downstream of the construction zone to prevent disturbed sediment from being transported and deposited outside of the construction zone;*
7. *If ground water is encountered, or if water remains in the channel after flows are diverted, it will be pumped out of the construction area and into a retention basin constructed of hay bales lined with filter fabric. The pump(s) will be screened according to NMFS fish screening criteria for anadromous salmonids (NMFS, 1997);*
8. *Silt fencing will be installed in all areas where construction occurs within 100 feet of known or potential California freshwater shrimp or steelhead habitat;*
9. *A qualified biological monitor will be on site during all activities crossing waterways. The biological monitor will be authorized to halt construction if effects to California freshwater shrimp or salmonids are evident.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: The project would be designed to avoid sensitive wetland areas and measures such as educating the construction workers would minimize the impacts to special-status species.

c) Impact 3.6.3: Construction of the NBWRP Phase 2 has the potential to impact California red-legged frog and western pond turtles in upland and aquatic habitat.

Mitigation: Applicable to District, Novato Sanitary District, City of Petaluma, City of American Canyon, and Napa Sanitation District; not applicable to Marin Municipal Water District and Water Agency.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. This measure will mitigate the above impact to a less-than-significant level.

***Mitigation Measure 3.6.3**: Implement protection measures to avoid and minimize impacts to western pond turtles and California red-legged frogs.*

1. *The implementation of measures identified for the protection of special-status fish and California freshwater shrimp would also protect California red-legged frogs and western pond turtles within aquatic habitat. When working within 200 feet of stream crossings, workers shall receive specific training in the identification, life history, local project area occurrence, and protection of western pond turtles and California red-legged frogs. Also, to minimize the likelihood of encountering turtles or frogs in upland areas near stream crossings, construction footprints shall be minimized to the greatest extent feasible. Based on reconnaissance-level surveys, if staging and construction activities occur principally within or immediately adjacent to project alignment roads, the project will be outside of frog and pond turtle habitat.*
2. *Trenchless methods will be employed at crossings presumed or known to support California red-legged frog. In the event trenchless methods cannot be employed, the project proponent would obtain appropriate permit authorizations and implement construction methods per applicable Streambed Alteration Agreements;*
3. *To the extent practicable, work activities within or adjacent to aquatic habitat that is potentially occupied by red-legged frogs will be completed between April 1 and October 31, which avoids the time period when California red-legged frogs are most likely to move through upland areas.*
4. *Prior to construction activities at stream crossings where aquatic impacts are expected, a qualified biologist shall perform California red-legged frog and western pond turtle surveys within suitable habitat within projected work areas. If California red-legged frogs or western pond turtles are encountered during construction activities, work in the immediate area shall cease until the area is determined to be free of sensitive species. If a pond turtle nest is located within a work area, a biologist with the appropriate permits may move the eggs to a suitable facility for incubation, and release hatchlings into the creek system in late fall. If California red-legged frog tadpoles or eggs are found, the biologist shall contact the USFWS to determine if moving any of these life-stages is appropriate.*

5. *At least 15 days prior to onset of activities, Reclamation or appropriate agency shall submit the name(s) and credentials of biologists who would conduct activities authorized by the BO. No project activities shall begin until Reclamation has received written approval from the USFWS that the biologist(s) is approved to conduct the work;*
6. *Reclamation or appropriate agency shall ensure the appropriate permit authorizations are secured for stream crossings, and a qualified biological resource monitor shall be present at all times to alert construction crews to the possible presence of California red-legged frog or western pond turtle during construction operations;*
7. *All trash that could attract predators will be regularly contained and removed from the work site.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Measures such as conducting surveys for western pond turtles and California red-legged frogs prior to construction, informal USFWS consultation, avoiding aquatic habitat, and establishing working areas at a specified distance from the stream crossings would minimize the impact.

d) Impact 3.6.4: Construction of the NBWRP Phase 2 has the potential to affect special-status marsh birds, burrowing owl, and other nesting birds in and near the project sites.

Mitigation: Applicable to all Member Agencies.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. This measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.6.4: Impacts to Nesting Birds. *The appropriate Member Agency shall implement the following protection elements to avoid disturbing common and special-status nesting birds:*

1. *Whenever feasible, vegetation shall be removed during the non-breeding season (generally defined as September 1 to January 31).*
2. *For ground-disturbing activities occurring during the breeding season (generally defined as February 1 to August 31), a qualified wildlife biologist will conduct preconstruction surveys of all potential nesting habitat for birds within 500 feet of earthmoving activities. Construction activities will be constrained to the smallest area possible to minimize disturbance to potential nesting habitat.*
3. *For work in Ridgway's rail, California black rail, western snowy plover or western burrowing owl habitat, a Service-approved biologist shall conduct a training session for construction personnel all working near appropriate habitat prior to the onset of construction activities. At a minimum, the training shall describe the bird species and their habitat, their importance, and the measures that are being implemented to conserve these species as they relate to the proposed action.*
4. *All work areas, including staging areas will be surveyed prior to construction for bird nests during nesting season. If active bird nests are found during preconstruction surveys, a 500-foot no-*

disturbance buffer will be created around active raptor nests during the breeding season or until it is determined that all young have fledged. A 250-foot buffer zone will be created around the nests of other special-status birds. For non-special status migratory birds, buffer size will be determined in consultation with CDFW. Buffer zones may be modified in coordination with CDFW based on existing conditions at work locations.

If preconstruction surveys indicate that nests are inactive or potential habitat is unoccupied during the construction period, no further mitigation is required. Trees and shrubs that have been determined to be unoccupied by special-status birds or that are located at least 500 feet from active nests may be removed.

1. *For work in locations that provide habitat for listed marsh birds including Ridgway's rail, and special-status birds such as burrowing owl and black rail, protocol-level surveys will be conducted to determine species presence or absence.*
2. *If occupied burrowing owl burrows are discovered, construction exclusion areas would be established around the occupied burrows in which no disturbance would be allowed to occur. During the non-breeding season (September 1 through January 31), the exclusion zone would extend 160 feet around occupied burrows. During the breeding season (February 1 through August 31), exclusion areas would extend 250 feet around occupied burrows. Passive relocation of owls is not proposed. A qualified biologist will monitor owl activity on the site to ensure the species is not adversely affected by the project.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Act Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Measures such as conducting surveys for threatened and endangered marsh birds, burrowing owl, and nesting birds prior to construction and restricting construction activities to non-breeding season would minimize the impact.

e) Impact 3.6.5: Construction of the NBWRP Phase 2 has the potential to affect special-status mammals, including salt marsh harvest mouse, and roosting or breeding bats in and near the project alignments.

Mitigation: Applicable to District, Water Agency, Novato Sanitary District, City of Petaluma, City of American Canyon, and Napa Sanitation District; not applicable to Marin Municipal Water District.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. This measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.6.5: Impacts to Mammals.

1. *The appropriate Member Agency shall implement protection measures to avoid and minimize impacts on salt marsh harvest mouse during construction. Where avoidance of sensitive habitat (i.e., areas in or near pickleweed) is not feasible (e.g., by bridging or bore and jack), consultation with the USFWS would be initiated. If salt marsh harvest mouse is present or presumed to be present in the project area following informal coordination with USFWS, then formal consultation and a Biological Assessment in support of a Biological Opinion may be needed. Such a consultation would proceed as part of the Corps 404 permitting process. Similar coordination and permitting shall be performed with CDFW to address potential impacts to salt marsh harvest mouse. Staging areas shall be located outside potential salt marsh harvest mouse habitat.*
2. *To avoid potential impacts on salt marsh harvest mouse and Suisun ornate shrew, a qualified biologist shall conduct specific preconstruction surveys to delineate potential habitat in the project area. For areas within 100 feet of potential habitat, the project proponent shall install exclusionary fences to prevent species movement into the project area, and to prevent spoils from entering the salt marsh. Fencing will consist of a material that does not allow small mammals to pass through or over, and the bottom will be buried to a depth of at least six inches.*
3. *A qualified biologist shall conduct a training session for construction personnel all working near appropriate habitat prior to the onset of construction activities. At a minimum, the training shall describe the species and their habitat, their importance, and the measures that are being implemented to conserve these species as they relate to the proposed action.*
4. *Once a Biological Opinion is issued for the work, a qualified biologist will direct crews in the hand removal of pickleweed and remain on-site to provide biological monitoring during construction. The biological monitor shall inspect the exclusion fence to ensure their integrity, and shall conduct an education workshop for contractors outlining species' biology, legislative protection, and construction restrictions to reduce potential impacts. Protective measures for the salt marsh harvest mouse will equally protect the Suisun ornate shrew.*
5. *At the close of each workday, escape ramps/boards will be provided in all open trenches. Every morning prior to the start of construction, a qualified biologist will inspect all open trenches within 250 feet of emergent pickleweed (Salicornia pacifica) habitat for trapped mice. In the event a salt marsh harvest mouse or Suisun ornate shrew is found on-site, with approval from the Service, the biologist will remove animals from trenches before the start of construction.*
6. *A Service-approved biologist will be onsite during all ground-disturbing activities, including vegetation removal and during morning trench inspections, and otherwise available during the course of the construction work. The biologist will be responsible for informing the crews of the need to halt work if sensitive species are observed, and documenting compliance with the conservation measures and contacting the USFWS if any sensitive species are observed.*
7. *The appropriate Member Agency shall implement protection measures to avoid and minimize impacts on special-status bats in and near project facilities during construction.*
8. *In conjunction with breeding bird surveys (Mitigation Measure 3.6.4), a qualified biologist will conduct preconstruction surveys for special-status bats at each bridge crossing location and in rural (i.e., non-road) areas where any large trees (e.g., > 24-inch diameter at breast height) will be removed. If an active roost is observed, a suitably-sized buffer (e.g., 100 to 150 feet) will be placed around the roost if it appears that trenching or other project activities may cause abandonment. Demolition activities must cease until juvenile bats are self-sufficient and will not be directly or indirectly impacted by activities.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have

been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Measures such as conducting surveys for salt harvest mouse, Suisun ornate shrew and special-status bats prior to construction, avoiding or maintaining a suitable buffer from an active roost, and restricting construction activities to non-breeding season would minimize the impact.

f) Impact 3.6.6: Project construction could result in impacts to listed and other special-status plants.

Mitigation: Applicable to District, Water Agency, Novato Sanitary District, City of Petaluma, City of American Canyon, and Napa Sanitation District; not applicable to Marin Municipal Water District.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. This measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.6.6: Impacts to Rare Plants. *Before the initiation of any vegetation removal or ground-disturbing activities in areas that provide suitable habitat for special-status plants, the following measures shall be implemented:*

1. *A qualified botanist will conduct appropriately-timed surveys for special-status plant species, including those identified in Appendix 3.6C, in all suitable habitat that would be potentially disturbed by the project, including staging areas.*
2. *Surveys shall be conducted following the most recent CDFW- or other approved protocol.*
3. *If no special-status plants are found during focused surveys, the botanist shall document the findings in a letter to the appropriate agencies and no further mitigation will be required.*
4. *If special-status plants are found during focused surveys, the following measures shall be implemented:*

    a. *Information regarding the special-status plant population shall be reported to the CNDDB.*
    b. *If the populations can be avoided during project implementation, they shall be clearly marked in the field by a qualified botanist and avoided during construction activities. Before ground clearing or ground disturbance, all on-site construction personnel shall be instructed as to the species' presence and the importance of avoiding impacts to this species and its habitat.*
    c. *If special-status plant populations cannot be avoided, consultations with CDFW and/or USFWS would be required. A plan to compensate for the loss of special-status plant species could be required, detailing appropriate replacement ratios, methods for implementation, success criteria, monitoring and reporting protocols, and contingency measures that would be implemented if the initial mitigation fails; the plan would be developed in consultation with the appropriate agencies prior to the start of local construction activities.*
    d. *If mitigation is required, the project proponent shall maintain and monitor the mitigation area for 5 years following the completion of construction and restoration activities. Monitoring reports shall be submitted to the resource agencies at the completion of restoration and for 5 years following the completion of construction and restoration activities. Monitoring reports shall be submitted to the resource agencies at the completion*

of restoration and for 5 years following restoration implementation. Monitoring reports shall include photo-documentation, planting specifications, a site layout map, descriptions of materials used, and justification for any deviations from the mitigation plan.

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Measures such as conducting surveys of vegetation and consultation with United States Fish and Wildlife Service and California Department of Fish and Wildlife as required, would minimize the impact.

g) Impact 3.6.7: The proposed project could affect heritage and other significant trees.

Mitigation: Applicable to all Member Agencies.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. This measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.6.7: *The following measures will be implemented to avoid or reduce impacts to heritage or other significant trees:*

1. *If trees are identified for removal or trimming, a certified arborist will inventory these trees, with the results of the inventory providing species, size (diameter at breast height), and number of protected trees. Also, in consultation with the appropriate jurisdiction, the arborist will determine if any are heritage or landmark trees.*
2. *If any protected trees are identified that will be potentially removed or damaged by construction of the proposed project, design changes will be implemented where feasible to avoid the impact.*
3. *Any protected trees that are removed will be replaced per applicable City and County tree protection ordinances (see Appendix 3.6A). Foliage protectors (cages and tree shelters) will be installed to protect the planted trees from wildlife browse. The planted trees will be monitored as required by the ordinance, or regularly during a minimum two-year establishment period and maintenance during the plant establishment period will include irrigation. After the establishment period, the native tree plantings are typically capable of survival and growth without supplemental irrigation.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Measures such as avoiding protected trees and replacing any removing trees as per the local tree protection ordinances would minimize the impact to heritage and significant trees.

5. Traffic and Transportation

a) Impact 3.8.1: Construction of NBWRP Phase 2 would have temporary and intermittent effects on traffic and transportation conditions in the project area.

Mitigation: Applicable to all Member Agencies.

The following mitigation measures are hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. The measures will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.8.1a: *The appropriate Member Agency for each NBWRP Phase 2 element shall obtain and comply with local and Caltrans road encroachment permits for roads that are affected by construction activities.*

The Work Area Protection and Traffic Control Manual includes requirements to ensure safe maintenance of traffic flow through or around the construction work zone, and safe access of police, fire, and other rescue vehicles (CJUTCC, 2014). In addition, the Traffic Management Plan (subject to local jurisdiction review and approval, or Caltrans for State roadways) required by ***Mitigation Measure 3.8.1b****, below, would direct how traffic flow is safely maintained during project construction.*

Mitigation Measure 3.8.1b: *The construction contractor for each NBWRP Phase 2 element shall prepare and implement a Traffic Control/Traffic Management Plan subject to approval by the appropriate local jurisdiction prior to construction. The plan – prepared in accordance with the California Manual on Uniform Traffic Control Devices – shall be subject to approval by Caltrans for work occulting in Caltrans facilities. The plan shall:*

1. *Identify hours of construction (between 7:00 AM and 7:00 PM; no construction shall be permitted between 10:00 PM and 7:00 AM unless stipulated in coordination with responsible jurisdiction on a case-by-case basis);*
2. *Identify hours for deliveries;*
3. *Include a discussion of haul routes, limits on the length of open trench, work area delineation, traffic control and flagging;*
4. *Identify all access and parking restriction, pavement markings and signage requirements (e.g., speed limit, temporary loading zones);*
5. *Layout a plan for notifications and a process for communication with affected residents and businesses prior to the start of construction. Advance public notification shall include posting of notices and appropriate signage of construction activities. The written notification shall include the construction schedule, the exact location and duration of activities within each street (i.e., which lanes and access point/driveways would be blocked on which days and for how long), and a toll-free telephone number for receiving questions or complaints;*
6. *Include a plan to coordinate all construction activities with emergency service providers in the area at least one month in advance. Emergency service providers shall be notified of the timing,*

location, and duration of construction activities. All roads shall remain passable to emergency service vehicles at all times;

7. *Include a plan to coordinate all construction activities with the appropriate local school district at least two months in advance. The school district shall be notified of the timing, location, and duration of construction activities. Coordinate with the appropriate local school district to identify peak circulation periods at schools along the alignment(s) (i.e., the arrival and departure of students), and require their contractor to avoid construction and lane closures during those periods. The construction contractor for each project component shall be required to maintain vehicle, pedestrian, and school bus service during construction through inclusion of such provisions in the construction contract. The assignment of temporary crossing guards at designated intersections may be needed to enhance pedestrian safety during project construction;*
8. *Include the requirement that all open trenches be covered with metal plates at the end of each workday to accommodate traffic and access; and*
9. *Specify the street restoration requirements pursuant to agreements with the local jurisdictions.*

Mitigation Measure 3.8.1c: *The appropriate Member Agency for each NBWRA Phase 2 element shall identify all roadway locations where special construction techniques (e.g., horizontal boring, directional drilling or night construction) will be used to minimize impacts to traffic flow.*

Mitigation Measure 3.8.1d: *The appropriate Member Agency for each NBWRA Phase 2 element shall develop circulation and detour plans to minimize impact to local street circulation. This may include the use of signing and flagging to guide vehicles through and/or around the construction zone.*

Mitigation Measure 3.8.1e: *The appropriate Member Agency for each NBWRA Phase 2 element shall encourage construction crews to park at staging areas to limit lane closures in the public right-of-way.*

Mitigation Measure 3.8.1f: *The appropriate Member Agency for each NBWRA Phase 2 element shall consult with the appropriate public transit service providers at least one month prior to construction to coordinate bus stop relocations (as necessary) and to reduce potential interruption of transit service.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Traffic mitigating measures such as preparing an implementing a traffic control and management plan and complying with the local road encroachment permits would minimize impacts from congestion during project construction.

b) Impact 3.8.2: Construction of NBWRP Phase 2 would temporarily disrupt circulation patterns near sensitive land uses (schools, hospitals, fire stations, police stations, and other emergency providers).

Mitigation: Applicable to all Member Agencies.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. The measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.8.2a: *Pipeline construction near schools shall occur when school is not in session (i.e., summer or holiday breaks). If this is not feasible, a minimum of two months prior to project construction, the appropriate Member Agency for each NBWRA Phase 2 element shall coordinate with the appropriate local school district to identify peak circulation periods at schools along the alignment(s) (i.e., the arrival and departure of students), and require their contractor to avoid construction and lane closures during those periods.*

Mitigation Measure 3.8.2b: *A minimum of two months prior to project construction, the appropriate Member Agency for each NBWRP Phase 2 element shall coordinate with the appropriate local school district to identify alternatives to their Safe Routes to School program, alternatives for the school busing routes and stop locations, and other circulation provisions, as part of the Traffic Control/Traffic Management Plan (see* ***Mitigation Measure 3.8.1a****).*

Mitigation Measure 3.8.2c: *Implement Mitigation Measure 3.8.1b.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Coordination with local school districts and identifying alternative traffic routes would minimize the impacts from temporary disruption to access to sensitive land uses.

c) Impact 3.8.3: Construction of NBWRP Phase 2 would have temporary effects on alternative transportation or alternative transportation facilities.

Mitigation: Applicable to all Member Agencies.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. The measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.8.3: *Implement Mitigation Measure 3.8.1f.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have

been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Consulting with the appropriate public transit service providers prior to construction would minimize effects on access to alternative transportation facilities.

d) Impact 3.8.4: Construction of NBWRP Phase 2 would temporarily increase the potential for accidents on project roadways.

Mitigation: Applicable to all Member Agencies.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. The measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.8.4: *Implement Mitigation Measures 3.8.1b through 3.8.1f.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Measures noted above to reduce traffic congestion and delays from increased traffic from project construction would minimize any related traffic hazards.

e) Impact 3.8.5: Construction of the NBWRP Phase 2 would increase wear and tear on the designated haul routes used by construction vehicles to access the project work sites.

Mitigation: Applicable to all Member Agencies

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. The measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.8.5: *Roads damaged by construction shall be repaired to a structural condition equal to that which existed prior to construction activity as per conditions of the encroachment permit (see* ***Mitigation Measure 3.8.1a****).*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: The roads used for construction would be restored to pre-existing condition, therefore the traffic from project construction would not cause significant road wear.

6. Air Quality

a) Impact 3.9.1: Construction of the NBWRP Phase 2 projects would result in criteria pollutant emissions that could exceed air quality standards or contribute substantially to an existing or projected air quality violation.

Mitigation: Applicable to all Member Agencies.

The following mitigation measures are hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. The measures will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.9.1-1a: BAAQMD Basic Construction Measures. *To limit dust, criteria pollutants, and precursor emissions associated with construction, the following BAAQMD-recommended Basic Construction Measures shall be implemented and included in all contract specifications for projects constructed under the Phase 2 Program:*

1. *All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.*
2. *All haul trucks transporting soil, sand, or other loose material off-site shall be covered.*
3. *All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.*
4. *All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).*
5. *All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.*
6. *Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.*
7. *All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.*
8. *Post a publicly visible sign with the telephone number and persons to contact at the North Bay Water Reuse Authority and/or the applicable member agency regarding dust complaints. These persons shall respond and take corrective action within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.*

Mitigation Measure 3.9.1-1b: Additional Construction Mitigation Measures. *The North Bay Water Reuse Authority and/or applicable member agency shall implement all feasible measures from the BAAQMD's Additional Construction Mitigation Measures listed below:*

1. *All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe.*
2. *All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.*
3. *Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction. Wind breaks should have at maximum 50 percent air porosity.*
4. *Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.*
5. *The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time.*
6. *All trucks and equipment, including their tires, shall be washed off prior to leaving the site.*
7. *Site accesses to a distance of 100 feet from the paved road shall be treated with a 6 to 12-inch compacted layer of wood chips, mulch, or gravel.*
8. *Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than one percent.*
9. *Minimize the idling time of diesel powered construction equipment to 2 minutes.*
10. *The off-road diesel-powered equipment (more than 50 horsepower) to be used in the construction of any project (i.e., owned, leased, and subcontractor vehicles) under the Phase 2 Program shall be equipped with engines that achieve USEPA Tier 4 emissions standards.*
11. *Use low volatile organic compound (i.e., ROG) coatings beyond the local requirements (i.e., Regulation 8, Rule 3: Architectural Coatings).*
12. *Require that all construction equipment, diesel trucks, and generators be equipped with Best Available Control Technology for emission reductions of NOx and PM10.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Implementation of Bay Area Air Quality Management District-recommended Basic Construction Measures and Additional Construction Mitigation Measures would minimize emissions of criteria air pollutants during construction.

b) Impact 3.9.3: Construction of the NBWRP Phase 2 projects would result in emissions that could conflict with the 2017 Clean Air Plan.

Mitigation: Applicable to all Member Agencies.

The following mitigation measures are hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. The measures will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.9.1-1a: BAAQMD Basic Construction Measures *and* ***Mitigation Measure 3.9.1-1b: Additional Construction.*** *Refer to Impact 3.9.1 in Air Quality.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Implementation of Bay Area Air Quality Management District-recommended Basic Construction Measures and Additional Construction Mitigation Measures would minimize emissions that could conflict with the 2017 Clean Air Plan.

c) Impact 3.9.4: Construction of the NBWRP Phase 2 could expose sensitive receptors to toxic air contaminants, including diesel particulate matter emissions.

Mitigation: Applicable to all Member Agencies.

The following mitigation measures are hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. The measures will mitigate the above impact to a less-than-significant level.

Mitigation Measure: *Implement* ***Mitigation Measure 3.9.1-1b: Additional Construction.*** *Refer to Impact 3.9.1 in Air Quality.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Implementation of Bay Area Air Quality Management District-recommended Additional Construction Mitigation Measures would minimize sensitive receptors exposure to toxic air contaminants, including diesel particulate emissions.

7. Noise

a) Impact 3.11.2: Construction activity would violate standards established in the local general plans or noise ordinances, and/or would adversely affect nearby sensitive receptors.

Mitigation: Applicable to all Member Agencies.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. The measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.11.2-2a: Construction Time-of-Day Restriction. *All NBWRP Phase 2 project construction activities shall be limited to the acceptable hours identified within the applicable*

jurisdiction policies and/or municipal codes unless granted a special exemption by the applicable jurisdiction.

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Construction noise levels would be limited to hours set forth in jurisdiction policies and/or municipal which would minimize potential to violate standards established in the local general plans or noise ordinances. Construction would be short-term and temporary; therefore, sensitive receptors would only be exposed to increased noise levels for a short duration.

8. Hazards and Hazardous Materials

a) Impact 3.12.5: Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan during construction.

Mitigation: Applicable to all Member Agencies.

The following mitigation measures are hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. The measures will mitigate the above impact to a less-than-significant level.

Mitigation Measures 3.8.1b through 3.8.1f. *Refer to Impact 3.8.1 in Transportation and Traffic.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Traffic mitigating measures such as preparing an implementing a traffic control and management plan and complying with the local road encroachment permits would minimize impacts related to interfering with an adopted emergency response plan or emergency evacuation plan.

9. Public Services and Utilities

a) Impact 3.13.1: Project construction activities could temporarily affect response times for emergency service providers.

Mitigation: Applicable to District, Marin Municipal Water District, City of Petaluma, and City of American Canyon; not applicable to Novato Sanitary District, Water Agency, and Napa Sanitation District.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. The measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.13.1: *The Member Agencies or Participating Municipalities will coordinate with local emergency service providers in its service area to inform them of the proposed construction activities and schedule, and provide temporary alternate access routes around construction areas as necessary.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Coordinating with local emergency service providers would reduce any effects on the response times for emergency response during project construction.

b) Impact 3.13.2: Project construction activities could require short-term police and fire protection services to assist in traffic management or in the event of an accident.

Mitigation: Applicable to District, Water Agency, Marin Municipal Water District, Novato Sanitary District, City of Petaluma, and City of American Canyon; not applicable to Napa Sanitation District.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. The measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.13.2: *The Member Agency (i.e., project owner) or it construction contractor shall provide 72-hour notice to the local emergency service providers prior to construction of individual pipeline segments. The Member Agency or its construction contractor shall provide, upon request, a copy of the Traffic Control/Traffic Management Plan to the emergency service agencies for review prior to construction. Discussion on the Traffic Control/Traffic Management Plan is provided in Section 3.8, Transportation and Traffic.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: As noted in the traffic control plan and mitigation measures above, pre-construction notice to the local service providers would reduce any impacts related to police and fire assistance during project construction.

c) Impact 3.13.3: Project construction could result in temporary, planned, or accidental disruption to utility services.

Mitigation: Applicable to District, Water Agency, Marin Municipal Water District, Novato Sanitary District, City of Petaluma, and City of American Canyon; not applicable to Napa Sanitation District.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. This measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.13.3: *The Member Agencies (i.e., project owner) or its construction contractor shall identify utilities along the proposed pipeline routes and project sites prior to construction and implement the following measures:*

a. *Utility excavation or encroachment permits shall be obtained as required from the appropriate agencies. These permits include measures to minimize utility disruption. The service provider and its contractors shall comply with permit conditions regarding utility disruption.*
b. *Utility locations shall be verified through the use of the Underground Service Alert services and/or field survey.*
c. *As necessary, detailed specifications shall be prepared as part of the design plans to include procedures for the excavation, support, and fill of areas around utility cables and pipes. All affected utility services shall be notified of construction plans and schedule. Arrangements shall be made with these entities regarding protection, relocation, or temporary disconnection of services.*
d. *In areas where the pipeline would traverse parallel to underground utility lines within five feet, the project applicant shall employ special construction techniques, such as trench wall-support measures to guard against trench wall failure and possible resulting loss of structural support for the excavated areas.*
e. *Residents and businesses in the project corridor shall be notified of any planned utility service disruption two to four days in advance, in conformance with county and state standards.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Identifying utilities along the proposed pipeline routes and project sites prior to construction and executing measures to notify and coordinate with the affected utility services would minimize accidental disruption of utility services.

10. Cultural Resources and Tribal Cultural Resources

a) Impact 3.14.1 Impacts or Adverse Effects to Archaeological Resources, Human Remain, and Tribal Cultural Resources

This impact discussion focuses on archaeological resources, human remains, and tribal cultural resources that are considered historical resources or unique archaeological resources (for the purposes of CEQA), or historic properties (for the purposes of the National Historic Preservation Act).

Mitigation: Applicable to all Member Agencies.

The following mitigation measures are hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. The measures will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.14.1a: Inadvertent Discoveries. *If prehistoric or historic-era archaeological resources are encountered, the contractor shall immediately cease all work within 100 feet of the discovery. Prehistoric archaeological materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include stone, concrete, or adobe footings and walls; filled wells or privies; and deposits of metal, glass, and/or ceramic refuse. After cessation of excavation, the contractor shall immediately contact the NBWRA and the appropriate Member Agency. The contractor shall not resume work until authorization is received from the appropriate Member Agency:*

1. *In the event of unanticipated discovery of archaeological resources during construction, the Member Agency shall retain the services of a qualified professional archaeologist (defined as an archaeologist that meets the Secretary of the Interior's Standards) to evaluate the significance of the find prior to resuming any activities.*
2. *If it is determined that the Project could damage a historical resource or a unique archaeological resource (pursuant to CEQA) or a historic property (pursuant to NHPA), mitigation shall be implemented with a preference for preservation in place. This may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement. If the site cannot be avoided, a qualified professional archaeologist shall prepare and implement a detailed research design and treatment plan in consultation with the Member Agency and the affiliated Native American tribe(s), as appropriate. Treatment for most resources would consist of (but would not be not limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource to be impacted by the Project. The treatment plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals.*

Mitigation Measure 3.14.1b: Discovery of Human Remains. *If potential human remains are encountered, the appropriate Member Agency shall halt work in the vicinity of the find and contact the county coroner in accordance with PRC Section 5097.98 and Health and Safety Code Section 7050.5. If the coroner determines the remains are Native American, the coroner shall contact the*

Native American Heritage Commission. As provided in PRC Section 5097.98, the Commission shall identify the person or persons believed to be most likely descended from the deceased Native American. The most likely descendent makes recommendations for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98.

Mitigation Measure 3.14.1c: Cultural Resources Assessment for Staging Areas. *When locations for staging are defined, the staging areas should be subject to a cultural resources investigation completed by a qualified professional archaeologist that includes, at a minimum:*

1. *An updated records search at the NWIC;*
2. *An intensive survey of the staging areas;*
3. *A report disseminating the results of this research;*
4. *Recommendations to avoid impacts to identified resources that qualify as historical resources, unique archaeological resources, tribal cultural resources, or historic properties; and*
5. *If resources cannot be avoided, provide recommendations for additional cultural resources work necessary to mitigate any adverse impacts to recorded and/or undiscovered cultural resources.*

Mitigation Measure 3.14.1d: Cultural Resources Monitoring. *Prior to authorization to proceed, or issuance of permits, the appropriate Member Agency shall prepare a cultural resources monitoring plan. Monitoring shall be required for all surface alteration and subsurface excavation work including trenching, boring, grading, use of staging areas and access roads, and driving vehicles and equipment within all areas delineated as sensitive for cultural resources. A qualified professional archaeologist shall prepare the plan. The plan shall address (but not be limited to) the following issues:*

1. *Clear delineation and fencing of sensitive cultural resource areas requiring monitoring;*
2. *Training program for all construction and field workers involved in site disturbance;*
3. *Person(s) responsible for conducting monitoring activities, including Native American monitors, if necessary;*
4. *Person(s) responsible for overseeing and directing the monitors;*
5. *Schedule for submittal of monitoring reports and person(s) responsible for review and approval of monitoring reports;*
6. *Procedures and construction methods to avoid sensitive cultural resource areas;*
7. *Physical monitoring boundaries;*
8. *Protocol for notifications in case of encountering of cultural resources, as well as methods of dealing with the encountered resources (e.g., collection, identification, curation);*
9. *Methods to ensure security of cultural resources sites;*
10. *Protocol for notifying local authorities (i.e. Sheriff, Police) should site looting and other illegal activities occur during construction.*

If an intact archaeological deposit is encountered, all soil-disturbing activities within 100 feet of the find shall cease until the deposit is evaluated. The archaeological monitor shall immediately notify the appropriate Member Agency of the encountered archaeological resource. The protocol outlined in ***Mitigation Measure 3.14.1a*** *and* ***Mitigation Measure 3.14.1b*** *would be implemented.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Measures such Section 106 consultation and monitoring of cultural resources, archaeological and Native American sites, and cultural resource assessment would minimize impacts to the sites. In the inadvertent discovery of human remains, work would be halted and the mitigation would include notifying the Native American Heritage Commission and the most likely descendants would recommend the means of treating and disposing the remains.

11. Recreation

a) Impact 3.15.1: Project construction could result in short-term disturbance adjacent to recreational facilities.

Mitigation: Applicable to District, City of Petaluma, and City of American Canyon; not applicable to Marin Municipal Water District, Novato Sanitary District, Water Agency, and Napa Sanitation District.

The following mitigation measures are hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. These measures will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.15.1: *The appropriate Member Agency shall coordinate with the appropriate local and regional agencies to identify detour routes for the bikeways and trails during construction where feasible, as part of the Traffic Control/Traffic Management Plan (see **Measure 3.8.1**). In addition, the Member Agency shall conduct outreach to notify the public of closures, detours, etc.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/District.

Rationale: Coordination with the local agencies and consulting local park management agency prior to construction would minimize any disturbance to recreational facilities.

12. Aesthetics

a) Impact 3.16.2: Implementation of NBWRP could affect views along eligible or designated Caltrans Scenic Highways or locally-defined scenic routes.

Mitigation: Applicable to District, Novato Sanitary District, City of Petaluma, and City of American Canyon; not applicable to Marin Municipal Water District, Water Agency, and Napa Sanitation District.

The following mitigation measures are hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. The measures will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.16.2a: *Following construction activities, disturbed areas shall be restored to baseline conditions, by repaving roadways, replanting trees, and/or reseeding with a native seed mix typical of the immediately surrounding area.*

Mitigation Measure 3.16.2b: *Berms around constructed reservoirs shall be vegetated with native seed mixes to soften the visual effect of the reservoirs from adjacent roadways.*

Mitigation Measure 3.16.2c: *Design elements shall be incorporated to enhance visual integration of the pump stations and other above ground structures with their surroundings. Proposed facilities shall be painted low-glare earth-tone colors that blend with the surrounding terrain. Highly reflective building materials and/or finishes shall not be used in the designs for proposed facilities.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Implementation of the measures above would lessen the impacts to views along scenic roadways.

b) Impact 3.16.4: Development of the proposed facilities, particularly pump stations and storage reservoirs, would permanently alter the aesthetic character of the project area.

Mitigation: Applicable to District, Marin Municipal Water District, City of Petaluma, City of American Canyon, and Napa Sanitation District; not applicable to Novato Sanitary District and Water Agency.

The following mitigation measures are hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. The measures will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.16.4a: *Following construction activities, disturbed areas shall be restored to baseline conditions, by repaving roadways, replanting trees, and/or reseeding with a native seed mix typical of the immediately surrounding area.*

Mitigation Measure 3.16.4b: *Design elements shall be incorporated to enhance visual integration of the pump stations or other project-related above ground structures with their surroundings. Proposed facilities shall be painted low-glare earth-tone colors that blend with the surrounding terrain. Highly reflective building materials and/or finishes shall not be used in the designs for proposed facilities.*

Mitigation Measure 3.16.4c: *After construction of any facility that is above grade and visible to sensitive receptors, visual screening and vegetation measures will be implemented to reduce impacts to scenic views. Trees or other suitable vegetation along the fenceline of the facility should be incorporated to reduce the industrial appearance of the structures. Similarly, berms for new storage ponds or pond reconfiguration will be re-vegetated to reduce the barren appearance of the berms.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Designing the project elements to provide visual screening or using non-reflecting building materials would not have a significant effect to the existing aesthetic character.

13. Energy Conservation

a) Impact 3.17.1: Use large amounts of fuel and energy in an unnecessary, wasteful, or inefficient manner during construction and decommissioning.

Mitigation: Applicable to all Member Agencies.

The following mitigation measures are hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. The measures will mitigate the above impact to a less-than-significant level.

Mitigation Measure 3.9.1-1a: BAAQMD Basic Construction Measures *and* ***Mitigation Measure 3.9.1-1b: Additional Construction.*** *Refer to Impact 3.9.1 in Air Quality.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Implementation of Bay Area Air Quality Management District-recommended Basic Construction Measures and Additional Construction Mitigation Measures would minimize wasteful use of fuel and energy.

14. Cumulative Impacts

a) Impacts 4.1: Concurrent construction of several projects within the Sonoma, Napa, and Marin County areas could result in cumulative short-term impacts associated with construction activities. If implemented at the same time as other construction projects, construction of facilities could

contribute to potential short-term cumulative effects associated with erosion, cultural resource disturbance, disturbance of adjacent land uses, traffic disruption, dust generation, construction noise, aesthetics, air quality, biological resources, hazardous materials, water quality, public services and utilities. However, construction-related impacts would not result in long term alteration of the environment, and could be mitigated to less than significant levels through the use of mitigation measures identified throughout Chapter 3 of the Draft Report/Statement.

Mitigation: Applicable to all Member Agencies.

The following mitigation measure is hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A. The measure will mitigate the above impact to a less-than-significant level.

Mitigation Measure 4.1: *The Member Agencies shall coordinate construction activities along selected alignments to identify overlapping pipeline routes, project areas, and construction schedules. To the extent feasible, construction activities shall be coordinated to consolidate the occurrence of short-term construction-related impacts.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Due to their short-term nature and the inclusion of appropriate mitigation measures as established in Chapter 3 of the Draft Report/Statement, the Phase 2 Program's contribution to cumulative impacts on wastewater treatment capacity is not considerable.

b) Impact 4.5: Concurrent construction of NBWRP Phase 2 with other projects proposed in the Sonoma, Napa, and Marin County area, and other water and wastewater infrastructure projects, could result in cumulative long-term impacts to biological resources.

Mitigation: Applicable to all Member Agencies.

The following mitigation measures are hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A.

Mitigation Measure: *Implement Mitigation Measures 3.6.1 through 3.6.7 in Biological Resources.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Mitigation measures for protection of the biological resources would minimize project impacts and its contribution to cumulative impacts to less than cumulatively considerable.

c) Impact 4.7: Concurrent operation of NBWRP Phase 2 with other projects could result in a cumulatively considerable net increase in GHG emissions or criteria pollutants for which the region is in non-attainment under applicable standards.

Mitigation: Applicable to all Member Agencies.

The following mitigation measures are hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A.

Mitigation Measure: *Implement Mitigation Measures 3.9.1-1a and 3.9.1-1b, 3.9.3, and 3.9.4 in Air Quality.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Mitigation measures for greenhouse gas emissions would minimize project impacts and its contribution to cumulative impacts to less than cumulatively considerable.

d) Impact 4.8: Concurrent operation of NBWRP Phase 2 with other projects proposed in the Sonoma, Napa, and Marin County area and other water and wastewater infrastructure projects could result in cumulative long-term impacts to cultural resources.

Mitigation: Applicable to all Member Agencies.

The following mitigation measures are hereby adopted and will be implemented as set forth in the Mitigation and Monitoring Reporting Plan in Exhibit A.

Mitigation Measure: *Implement Measures 3.14.1a through 3.14.1e in Cultural Resources and Tribal Cultural Resources.*

Findings: Based on the Final Report/Statement and the entire record before the District, the Board finds, in accordance with CEQA Guidelines Section 15901(a)(1), that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Report/Statement.

Rationale: Mitigation measures for protection of the cultural and historic resources would minimize project impacts and its contribution to cumulative impacts to less than cumulatively considerable.

4. Unavoidable Adverse Environmental Impacts

4.01. The Draft Report/Statement Chapters 3 and 5 disclosed other significant or potentially significant environmental impacts that may not, or cannot, be avoided if the project identified in the Final Report/Statement is approved. The Board finds that specific economic, legal, social, technological, or other considerations make infeasible full mitigation of those impacts and make project alternatives infeasible, or that changes are the responsibility of another agency and should be adopted by such agency and not the District.

4.02. The Draft Report/Statement described that direct significant impacts attributable to the Phase 2 Program can either be avoided through project design or if unavoidable, can be reduced to a less-than-significant level through mitigation measures identified in the Draft Report/Statement. Indirect, or secondary, impacts related to growth under the adopted General Plans within the District's Project area may remain significant and unavoidable for specific issue areas. Impacts related to adverse effects to archaeological resources, human remains, and tribal cultural resources remain significant and unavoidable only for the Napa Sanitation District Soscol Water Recycling Facility Covered Storage project.

A. Significant and Unavoidable Impacts

1. Growth

a) Impact 5.1: The NBWRP Phase 2 would provide recycled water for urban, agricultural, and environmental uses, and as such, would contribute to the provision of adequate water supply to support a level of growth that is consistent with the amount planned and approved within the General Plans of Marin, Sonoma and Napa counties. No appreciable growth effects in population or employment would occur as a direct result of construction or operation of the proposed facilities. However, development under the General Plans accommodated by the proposed project could result in secondary environmental effects, which include effects that could be significant and unavoidable.

No additional mitigation measures are required, as described in the findings and rationale below. The Draft Report/Statement Chapter 5 describes that the City of Sonoma General Plan EIR and the Sonoma County General Plan EIR have established mitigation programs for these impacts; however, these impacts have been identified as remaining significant and unavoidable after mitigation by the individual General Plan EIRs.

Findings: Based on the Final Report/Statement and the entire record before the District Board, including the County and City environmental documents referenced in the Draft Report/Statement, the Board finds that the provision of recycled water within its service area under the Phase 2 Program, including the District's Project, while consistent with water supply planning within the service area, would enable growth under the approved General Plans within each service area to occur, and as such, could contribute to secondary effects of growth associated with buildout under approved General Plans. Some of these secondary effects of growth may remain significant and unavoidable within the District service area. The Board finds, in accordance with Section 15091(a)(2)

that mitigation measures to address these impacts are within the responsibility and jurisdiction of another public agency, and not the agency making the finding. Such changes have been adopted by such other agency, or can and should be adopted by such other agency. Although some of these secondary effects of growth may remain significant and unavoidable, specific economic, legal, social, technological or other considerations, including region-wide benefits for water management, outweigh the unavoidable adverse environmental effects. Therefore, the adverse environmental effects are considered acceptable, and a Statement of Overriding Considerations has been prepared. These findings are consistent with previous findings made by decision making bodies with jurisdiction over these General Plans.

Rationale: As discussed in the Draft Report/Statement, no appreciable growth in population or employment would occur as a direct result of the District's Project. However, provision of recycled water supply would assist in the provision of adequate water supplies to support planned development under the approved General Plans of the City of Sonoma and Sonoma County. Buildout under these General Plans could include secondary effects to the environment, as identified in the *City of Sonoma General Plan EIR* and the *Sonoma County General Plan EIR*, and summarized in the Draft Report/Statement Chapter 5. The environmental effects of growth most commonly identified as significant and unavoidable in the service area include those identified in the *City of Sonoma General Plan*: land use conflicts, increased traffic impacts, impacts to public utilities and services, including water supply, wastewater capabilities, and solid waste disposal. The environmental effects of growth identified as significant and unavoidable in the *Sonoma County General Plan EIR* include alteration of visual character in the Sonoma Valley. These effects, as described in Chapter 5, Growth Inducing Effects and Secondary Effects of Growth, of the Draft Report/Statement, are proportional to the District Project's provision of 200 acre-feet per year of recycled water, and considered incremental within the context of water management within the region. The project provides a level of recycled water supply consistent with the assumptions of the approved *City of Sonoma General Plan* and *Sonoma County General Plan*. As identified in the Draft Report/Statement Chapter 5, the *City of Sonoma General Plan EIR* and the *Sonoma County General Plan EIR*, have established mitigation programs for these impacts; however, these impacts have been identified as remaining significant and unavoidable after mitigation by individual General Plan EIRs.

5. Alternatives

5.01. CEQA requires that an Environmental Impact Report "describe a range of reasonable alternatives to the project or to the location of the project, which could feasibly attain the basic objectives of the project…" CEQA Guidelines Section 15126 (d). If a project alternative will substantially lessen the significant environmental effects of a proposed project, the decision maker should not approve the proposed project unless it determines that specific economic, legal, social, technological, or other considerations,… make the project alternative infeasible." Public Resources Code Section 21002, CEQA Guidelines Section 15091(a)(3). The Report/Statement evaluated alternative approaches to accomplishing the objectives of the project. The Findings with respect to the alternatives identified in the Draft Report/Statement are identified is this section.

5.02. The Board finds that the Final Report/Statement describes a range of reasonable alternatives to the Project. However, as described in Draft Report/Statement Chapter 6, the alternatives to the Project either cannot feasibly achieve project objectives, or will not avoid or substantially lessen project impacts.

5.03. The objectives of the Phase 2 Program are to promote the expanded beneficial use of recycled water and integrated water management in the North Bay region to improve local, regional, and state water supply reliability; offset demands on potable water supplies; address impaired groundwater basins; enhance local and regional ecosystems; maintain and protect public health and safety; promote sustainable practices; and implement integrated water management in an economically viable manner.

5.04. Two action alternatives were analyzed in the Draft Report/Statement at a project or program level of detail in addition to the "No Project Alternative" and the "No Action Alternative". Each of the action alternatives described below were developed to meet the purpose, objectives, and need identified by the Authority.

- **No Project Alternative:** Discussion of the No Project Alternative must examine the existing conditions and reasonably foreseeable future conditions that would exist if the project were not approved (CEQA Guidelines Section 15126.6(e)). Under the No Project Alternative, the Phase 2 Program would not be implemented and none of the proposed construction would occur nor would related water supply benefits result.
- **No Action Alternative:** Consideration of the No Action Alternative is required under the NEPA. The No Action Alternative represents a "future-without-project" scenario: a continuation of existing conditions for an estimation of the most reasonable future conditions that could occur without implementation of the Proposed Action or Storage Alternative. The No Action Alternative assumes that there is no joint project among the Member Agencies. It represents the "current status" in which additional wastewater treatment capacity and water recycling occurs strictly from the implementation of local plans for expansion, and the potential need to develop additional potable water supplies continues to be a regional challenge. In general, each Member Agency would continue to implement individual water recycling projects, subject to the availability of funding and completion of the environmental review process. The No Action Alternative would likely result in a smaller increment of water recycling projects within the region.
- **Proposed Action:** The Phase 2 Program, or Proposed Action, builds upon the Authority's Phase 1 infrastructure investments, which included $104 million in treatment, distribution, and storage projects to develop recycled water as part of the region's water supply portfolio. Building on Phase 1 technology and infrastructure investments, the Phase 2 Program would deliver increased yield through expanded treatment, new pipelines, and additional storage projects, while building resiliency into the region's long-term water supply through the use of recycled water. The Proposed Action would provide 4,885 acre-feet per year of recycled water supply through construction of 19.8 miles of pipeline, additional pump stations, 10 acre-feet of storage and 4.87 million gallons per day of wastewater treatment plant tertiary treatment capacity.
- **Storage Alternative.** The Storage Alternative would include the Proposed Action, as well as additional storage, treatment and distribution facilities to provide additional operational flexibility within individual Member Agency service areas. This alternative would include additional storage of 1,099 acre-feet, treatment (0.85 million gallons per day) and distribution facilities (11.0 miles) beyond the Phase 2 Program to provide additional operational flexibility within individual Member Agency service areas. Implementation of this Alternative would result

in an additional 1,934 acre-feet per year of recycled water compared to the Proposed Action, providing a total of 6,819 acre-feet per year of recycled water supply.

5.05. In addition to the alternatives of the project above, Chapter 6, Alternatives Analysis, of the Draft Report/Statement examined the following alternatives to the Phase 2 Program: Importation of Water; and Desalination.

A. Range of Alternatives and Findings

1. No Project Alternative

Discussion of the No Project Alternative must examine the existing conditions and reasonably foreseeable future conditions that would exist if the project were not approved (CEQA Section 15126.6(e)). Under the No Project Alternative, the Authority would not implement construction of facilities identified under the Proposed Action to provide a reliable recycled water distribution system to serve the water users in the District, Marin Municipal Water District, Novato Sanitary District, City of Petaluma, Napa Sanitation District, and City of American Canyon service areas.

Relationship to Project Objectives: Implementation of the No Project Alternative would not provide the benefits of water reclamation which include supporting sustainable groundwater management, offsetting potable water demand, enhancing ecosystems, promoting sustainable practices, achieving economic viability, and protecting human health. Additionally, the No Project Alternative would not improve current water reliability, either locally or regionally, particularly during peak demand periods. The No Project Alternative would not comply with State goals for water recycling, and would not reduce or assist in management of discharges to San Pablo Bay.

Environmental Impacts: Implementation of the No Project Alternative would avoid the construction related impacts and operational impacts identified for the proposed project. Most impacts associated with the proposed project would be reduced to a less-than-significant level through the incorporation of mitigation measures identified in the Draft Report/Statement, with the exception of significant and unavoidable impacts for growth inducement (and archaeological resources for Napa Sanitation District). The No Action Alternative would not provide the benefits of water reclamation, which include recycled water use, potable supply savings, reduced reliance on surface and groundwater, reduced groundwater pumping, and habitat enhancement. Under current conditions, the No Project Alternative would not assist in alleviating current water reliability – either locally, regionally, or State-wide – particularly during peak demand periods. The No Project Alternative would not comply with State goals for water recycling and would not reduce or assist in management of discharges to San Pablo Bay.

Findings: The No Project Alternative fails to achieve any of the project objectives, which are directed at improving water supply reliability, sustainable groundwater management, offsetting potable water demand, enhancing ecosystems, promoting sustainable practices, achieving economic viability, and protecting human health. Because it would not meet any of the project objectives,

and would fail to improve water quality and groundwater overdraft, the No Project Alternative is not considered environmentally superior.

2. No Action Alternative

In addition to the No Project Alternative, the Draft Report/Statement examines a No Action Alternative, as required under NEPA. The No Action Alternative represents a "future-without-project" scenario: a continuation of existing conditions for an estimation of the most reasonable future conditions that could occur without implementation of any action alternatives. The No Action Alternative assumes that there is no joint project among the Member Agencies. It represents the "current status" in which additional wastewater treatment capacity and water recycling occurs strictly from the implementation of local plans for expansion, and the potential need to develop additional potable water supplies continues to be a regional challenge. In general, each Member Agency would continue to implement individual water recycling projects, subject to the availability of funding and completion of the CEQA process. The No Action Alternative would likely result in a smaller increment of water recycling projects within the region, as noted below. Additionally, the lack of federal funding may delay or preclude the implementation of individual planned projects, due to the need to increase user rates in order to provide funds for implementation. It is anticipated that District would not implement the Napa Road Pipeline project, based upon the lack of funding for construction.

Relationship to Project Objectives: Implementation of the No Action Alternative would partially meet some the Phase 2 Program objectives, as it assumes that a smaller subset of recycled water projects, providing approximately 1,187 acre-feet per year of recycled water, would be implemented. The No Action Alternative would not satisfy any of the Phase 2 Program objectives to the degree provided by the Proposed Action and Storage Alternative, and would not meet the objective of implementing recycled water facilities in an economically viable manner, as no supplemental State or federal funding would be available to the Member Agencies. The No Action Alternative would have a subset of the impacts identified in Chapter 3 of the Draft Report/Statement, primarily associated with the construction of the facilities that individual Member Agencies would be able to implement without the benefit of regional coordination or federal funding.

The No Action Alternative would not involve the capital costs associated with the Proposed Action or Storage Alternative (described below). However, it would not be the most economically superior alternative. Financial constraints would limit implementation to local projects (e.g., Petaluma would only implement the Urban Recycled Water Expansion) and these projects would be ineligible for federal or State funding.

Environmental Impacts: Under the No Action Alternative, projects in the Novato Sanitary District, City of Petaluma, and City of American Canyon service areas would likely occur and provide approximately 1,187 acre-feet per year of recycled water. This represents approximately 3 percent of projected treated effluent discharged in 2025. Adverse environmental impacts associated with the construction of pipelines and pump stations would occur under the No Action Alternative, however to a lesser degree than the Proposed Action and Storage Alternative. The impacts would likely be shorter in

duration and would affect fewer sensitive receptors than those expected under implementation of the Proposed Action, given the difference in scale between the alternatives. In general, construction-related emissions and impacts to air quality and increased ambient noise would result under the No Action Alternative. Similarly, the No Action Alternative would potentially affect cultural, surface water, or biological resources in these three service areas. The Phase 2 Program service areas would experience some level of beneficial socioeconomic impact for all alternatives, with the exception of the No Project Alternative. However, this beneficial impact would be far more limited under the No Action Alternative.

Although the level of environmental impacts related to construction would be of a smaller scale, the No Action Alternative would not result in the level of potable offset for imported surface water, local surface water, and groundwater supplies that would be provided under the Proposed Action and Storage Alternative. Similarly, it would not substantially reduce the amount of treated effluent discharged to tributaries of North San Pablo Bay. Over time, it is expected that demand pressures on imported surface water, local surface water, and groundwater supplies would increase, and current water supply and delivery reliability issues would be exacerbated as growth under the approved General Plans within the Phase 2 Program service areas occurs. The No Action Alternative would not take full advantage of a local, sustainable, and energy efficient water supply implementation.

Findings: Because it would not substantially offset potable demand or reduce groundwater pumping, and would not significantly reduce or assist in management of effluent discharge to San Pablo Bay, the No Action Alternative is not considered environmentally superior.

3. Proposed Action – Phase 2 Program

As noted above, the Proposed Action (Phase 2 Program) builds upon the Authority's Phase 1 infrastructure investments, which included $104 million in treatment, distribution, and storage projects to develop recycled water as part of the region's water supply portfolio. Building on Phase 1 technology and infrastructure investments, the Proposed Action would deliver increased yield through expanded treatment, new pipelines, and additional storage projects, while building resiliency into the region's long-term water supply through the use of recycled water.

Collectively, the Phase 2 Program would provide 4,885 acre-feet of new recycled water for beneficial use and would include: installation of 19.8 miles of new pipelines, construction of facilities onsite at the existing waste water treatment plants to provide an additional 4.87 million gallons per day of tertiary treatment capacity, and development of approximately 10.1 acre-feet of storage, primarily for agricultural use. As with the Phase 1 projects, Phase 2 Program elements would offset drinking water that would no longer be used for non-potable uses, thus ensuring the highest quality water is reserved for potable uses. The Proposed Action includes the District's Napa Road Pipeline Project.

Relationship to the Project Objectives: The Proposed Action would be consistent with the Phase 2 Program's stated objectives, as summarized above**.** From an economic standpoint, projected capital costs associated with the Proposed Action are estimated at $66.0 million, with annual operations and

maintenance costs estimated a $1.3 million (Brown and Caldwell, 2017). This represents a lower cost than the Storage Alternative (described below).

Environmental Impacts: Based on the comparison of environmental effects in Appendix 6 of the Draft Report/Statement, the Proposed Action is the environmentally superior alternative in almost all resource areas. The Draft Report/Statement recommends measures to mitigated significant impacts to a less-than-significant level, with the exception of identified significant and unavoidable impacts related to the Phase 2 Program's contribution to potential secondary effects of growth associated with development under the approved General Plans within the region, and cultural resource impacts at the Napa Sanitation District Covered Storage project (Option A). Aside from that, the Proposed Action and Storage Alternative, would have similar potential for impact. Effects on natural resources would be in proportion to the size and number of facilities proposed. Most of the adverse environmental impacts would be associated with construction activities. The Proposed Action requires construction of the least amount of infrastructure compared to the Storage Alternative; therefore, it would result in less construction-related impacts. The Proposed Action requires the least amount of storage, making use of existing storage or land available at the wastewater treatment plants.

Findings: The Proposed Action would achieve the project objectives with least environmental impacts and costs, although would not provide the benefits from increased storage that would be offered by the Storage Alternative. The Proposed Action would have the capacity to provide recycled water to offset potable demand and improve water supply reliability. The Proposed Action appears to best meet the stated objectives of the project, for the following reasons:

1. **The Proposed Action provides offset for urban and agricultural demands on potable supplies, although not to the degree provided by the Storage Alternative.**
2. **The Proposed Action would provide recycled water to enhance local and regional ecosystems, as would the Storage Alternative and to a greater degree than the No Action Alternative.**
3. **The Proposed Action would improve local and regional water supply reliability, although not to the degree provided by the Storage Alternative.**
4. **The Proposed Action would maintain and protect public health and safety, as would all of the alternatives.**
5. **The Proposed Action would promote sustainable practices by providing recycled water, although not to the degree provided by the Storage Alternative.**
6. **The Proposed Action would promote sustainable management of groundwater basins by offsetting groundwater withdrawal, although not to the degree provided by the Storage Alternative.**
7. **The Proposed Action is less expensive than the Storage Alternative, but not the No Action and No Project alternatives.**

4. Storage Alternative

This alternative would include the Proposed Action, as well as additional storage, treatment and distribution facilities to provide additional operational flexibility within individual Member Agency service areas. The Storage Alternative would include construction of: 1,099 acre-feet of storage

facilities in service areas of the District (49 acre-feet of tertiary storage at the Mulas site), Novato Sanitary District (150 acre-feet of secondary storage), City of Petaluma (300 acre-feet of secondary storage) and Napa Sanitation District (600 acre-feet tertiary storage); additional tertiary treatment capacity at Novato Sanitary District recycled water facility (0.85 million gallons per day); and additional distribution facilities (11.2 miles of pipeline). Construction of storage facilities would have a construction footprint of approximately 79 acres. Implementation of this Alternative would result in an additional 1,934 acre-feet per year of recycled water supply compared to the Proposed Action, providing a total of 6,819 acre-feet per year of additional recycled water supply that would be available for beneficial use.

Relationship to the Project Objectives: The Storage Alternative would be consistent with the Phase 2 Program stated objectives, with one exception. It would provide a greater amount of recycled water to offset potable demand and increase water supply reliability. However, from an economic perspective, the Storage Alternative is not considered economically viable, as the storage elements which distinguish this alternative from the Proposed Action would not receive supplemental State and federal funding. This would represent an additional $125.9 million in construction costs and $1.9 million in annual operations and maintenance costs which the affected Member Agencies would need to cover with local funds or other undetermined funding sources.

Environmental Impacts: The Storage Alternative is not the environmentally superior alternative in most resource areas given the increased physical magnitude of its storage elements. For instance, this alternative would have the potential to disturb an additional 79 acres when compared to the Proposed Action. This would generate more substantial impacts to resources, such as biological resources, cultural resources, and water quality (i.e., erosion). Also, due to additive nature of the Storage Alternative (i.e., the Proposed Action *plus* additional storage reservoirs) and potential for overlapping construction activities, it has been determined that this alternative would have significant and unavoidable impacts to air quality due to the potential exceedance of nitrogen oxides (NO_X) significance thresholds. Therefore, while the nature of the impacts would be of a similar sort as the Proposed Action, the severity of those impacts would be greater under the Storage Alternative.

Findings: Although it would provide greater offset potable demand or reduce groundwater pumping and reduce or assist in management of effluent discharge to San Pablo Bay, the Storage Alternative is not considered environmentally superior due to the greater magnitude of the potential environmental impacts, as explained above.

5. Importation of Water

Under this alternative, potable or treated recycled water would be imported to Sonoma, Napa, or Marin counties from another community not participating in the Authority, such as Windsor, Yountville, Petaluma, Rohnert Park, Vallejo or Santa Rosa. For recycled water importation, a pipeline would be constructed from a sanitation district of another community to the users in Sonoma, Napa, or Marin, with booster pump stations to maintain sufficient water pressure.

Even if water were imported from the nearest community, this alternative would require construction of a large conveyance pipeline network to serve the Member Agency services areas. Some pipelines would approach 65 miles in length. This alternative was analyzed for the three criteria that were used to assess the alternatives of the project above.

For potable water importation into the region, expansion of the Department of Water Resources North Bay Aqueduct would be necessary. The capacity of the North Bay Aqueduct is currently fully allocated. This would also entail identification and acquisition of additional State Water Project entitlements to serve additional supplies to the Authority service areas. For cost comparison, the Phase 1 Feasibility Study (CDM, 2008) included expansion of the North Bay Aqueduct to provide 1,937 acre-feet per year of imported water to Napa MST area. Facility expansion would require a series of new pipeline alignments and booster pump station from Barker Slough.

Relationship to Project Objectives: Importation of recycled water into the Phase 2 Program service area would have the potential to meet some of the objectives, in that it would provide a recycled water supply to offset the use of potable supplies for irrigation. However, it is not anticipated that this alternative would provide a more sustainable or cost effective water supply, given the pipeline distances involved.

Fundamentally, this alternative would not offset potable supplies currently used for irrigation. Rather, they would continue to use imported potable supplies to meet irrigation demands. These alternatives would not reduce the amount of treated effluent discharge to tributaries of North San Pablo Bay, and would not provide a reliable habitat enhancement water supply for the Lower Novato Creek or Bel Marin Keys restoration projects. Additional importation of potable supplies would not improve the reliability to local water supplies, as SWP supplies are subject to drought year reliability.

Environmental Impacts: Importation of recycled water from an outside community would incur similar impacts as the alternatives discussed above. Impacts associated with pipeline construction would include short-term impacts to aesthetics, air quality, biological resources, cultural resources, hazards and hazardous materials, water quality, land use, noise, public services and utilities, and traffic. Pipeline construction could also result in temporary and permanent disturbance to jurisdictional wetlands and other waters, riparian habitat, special-status plant and animal species, and known or unknown cultural resources.

This alternative would cause lesser impacts to surface hydrology and reduce groundwater pumping; however, these effects would occur outside the Authority service areas and would not address groundwater pumping issues within these areas. Similarly, importing recycled water would not reduce wastewater discharge within the Authority service areas, since recycled water sources would lie outside these areas.

Importation of potable water would require additional infrastructure, which would result in construction-related environmental impacts and a potential increase in potable demand outside the

Authority service areas. Importing potable water would not reduce wastewater discharge within these areas.

Economic Feasibility: Under this alternative, the Member Agencies would face the institutional constraints of developing an agreement to obtain either recycled water or potable water supplies, prepare the cost estimates associated with purchase of the water, and sharing the costs of constructing new distribution infrastructure. Importing water from outside communities to individual service areas could require pipelines in excess of what would be required to develop recycled water supplies for Member Agencies. For example, if water were imported to the District from a community located at greater distances from Napa or Sonoma, such as Santa Rosa or Windsor, approximately 55 to 65 miles of pipeline would need to be constructed. It would require approximately 20 to 30 miles of pipeline to connect the District to the Novato Sanitary District Recycled Water Facility, or the Napa Sanitation District Soscol Water Recycling Facility. For cost comparison, the Phase 1 Feasibility Study (CDM, 2008) included expansion of the North Bay Aqueduct to provide 1,937 acre-feet per year of imported water to Napa MST area. Facility expansion would require a series of new pipeline alignments and booster pump station from Barker Slough. The cost of long-term water supply is assumed to be approximately $12.1 million, a new distribution system cost is approximately $49.8 million and the North Bay Aqueduct expansion cost is approximately$47.3 million (SCWA/USBR, 2008 updated to 2016 dollars). Napa County also estimates legal and administrative fees to implement this alternative would be approximately $10 million. Therefore, total costs would be approximately $119.1 million, which does not include annual operations and maintenance costs. The costs for 1,937 acre-feet of water to the MST area would be approximately $2,389 per acre foot (Brown and Caldwell, 2017).

Findings: This alternative would not substantially meet the project objectives, would also result in substantial environmental impacts above and beyond those of the Proposed Action, would increase the overall cost of the Phase 2 Program, and would not substantially reduce significant unavoidable impacts that cannot otherwise be mitigated. Therefore, it is not considered feasible or a desirable alternative to the Proposed Action.

6. Desalination

Desalination of saline water from San Pablo Bay would provide a reliable supply of water for irrigation. Currently, reverse osmosis treatment is the most cost-effective and feasible treatment option for desalination. The desalination plant could be sized and operated to provide a continuous source of supply. Due to the higher salinity of the source water and depending upon the efficacy of the reverse osmosis process, the high salinity (approximately 35,000 milligrams per liter of total dissolved solids), a flow of 5,500 acre-feet of source water would produce approximately 2,750 acre-feet of desalinated

water.[2] As such, higher feed pressure and need to increase the treatment capacity would result in a high electric power requirement.

The Marin Municipal Water District explored the viability of a desalination project that would provide supply to the Marin Municipal Water District Service Area. Construction of a 5.0-million gallons per day desalination plant was proposed, with the ability to expand capacity in 5.0-million gallons per day increments, up to a maximum capacity of 15 million gallons per day. The source water from San Pablo Bay would undergo several treatment processes in the facility, including solid removal, reverse osmosis, and disinfection and addition of materials for taste. The potable product water generated at the facility would have been 50 percent of the source water flowing into the facility. The brine produced in the reverse osmosis process would be blended with treated wastewater prior to discharge into the Bay. The solids would be disposed in the Redwood Landfill north of Novato.

Ability to Meet Project Objectives: This alternative would have the potential to meet some of the Phase 2 Program's stated objectives. However, desalination would not meet objectives to provide a reliable regional and local supply for habitat enhancement, would increase discharges to San Pablo Bay related to brine disposal, and would not improve the long-term sustainability of the regional water system or enhance sensitive ecosystems. Also, the construction of such a facility and follow-on operations and maintenance costs, as well as potential legal costs stemming from potential opposition, would exceed that of either the Proposed Action or Storage Alternative. Additionally, a substantial distribution system would be required to serve all Member Agencies.

Environmental Impacts: The environmental impacts associated with the desalination alternative would occur during construction of the project facilities similar to other alternatives. Construction activities would include construction of the reverse osmosis plant, pipeline, and waterside facilities. Environmental impacts to aesthetics, ambient noise, and water quality are typically associated with desalination facilities.

Long-term effects would include water quality impacts from the discharge of the brine generated by the desalination process. The discharge would be dispersed by currents in San Pablo Bay, affecting temperature, nutrients, and turbidity and, therefore, the abundance and diversity of marine organisms. Areas of potential concern in relation to marine water quality include temperature, dissolved oxygen, or salinity; possible localized changes in currents or in turbidity, due to the presence of intake pipes on the ocean bottom or due to the pumping/discharge of effluents from the desalination plant; and possible changes in dispersion of sewage plume effluent due to added discharge of brine effluent from the desalination plant. As such, a desalination project would require a baseline study to establish offshore conditions prior to desalination plant startup; and perform quarterly marine water quality/biological monitoring in accordance with the San Francisco Bay Regional Water Quality Control Board requirements during operational phase. Implementation of a desalination plant would also require construction of new facilities, which would incur construction-

[2] Assuming 50 percent efficacy, the reverse osmosis process would generate 50 percent desalinated water of the source water.

related impacts similar to those anticipated under the Proposed Action. Therefore, the desalination alternative would have a similar level of temporary environmental impact when compared to the alternatives examined.

Economic Feasibility: The capital costs and operations and maintenance costs could be prohibitive: the estimated capital cost of the Marin Municipal Water District plant was estimated at $121.1 million, with annual operations and maintenance costs as high as $7.1 million. Further, there are high energy costs associated with this alternative in addition to the costs for land acquisition, construction of seawater intake and potentially a brine water discharge line and brine water outfall. In addition, considering the extremely high cost for desalination, coupled with its greater dependency on large quantities of power, this alternative was not carried forward for further analysis.

Findings: Because this alternative would not substantially meet the Phase 2 Program objectives, would also result in substantial environmental impacts above and beyond those of the Proposed Action, would increase the overall cost of the Phase 2 Program, and would not substantially reduce significant unavoidable impacts that cannot otherwise be mitigated. Therefore, it is not considered feasible or a desirable alternative to the Proposed Action.

7. Environmentally Superior Project Alternative

The Lead Agency is not required by CEQA or NEPA to adopt an environmentally superior alternative that will not feasibly attain project objectives or reduce environmental effects. In the process of selecting the environmentally superior alternative, the Authority has evaluated several factors, including environmental effects, engineering and operational criteria, system reliability and flexibility, cost, and efficient coordination with other water recycling efforts, in determining which alternative is the best project to approve and implement.

CEQA and NEPA require that a Lead Agency demonstrate why a project or an alternative is selected. This is provided in the findings document. The Proposed Action has been identified as the most environmentally, equitable, and financially sustainable alternative that will effectively fulfill the NBWRP Phase 2 objectives. The Proposed Action would provide adequate conveyance, pumping, and storage capacity that would result in 4,885 acre-feet per year of recycled water, thereby offsetting a substantial amount of potable demand and reducing wastewater discharge to San Pablo Bay. The Proposed Action would achieve all of the program objectives with least environmental impacts and costs, although it would not provide the benefits from increased storage provided under the Storage Alternative. The Proposed Action would have the capacity to provide recycled water to offset potable demand and improve water supply reliability. The Proposed Action appears to best meet the stated objectives of Phase 2 Program for the following reasons:

1. The Proposed Action provides offset for demands on potable supplies, although not to the degree provided by the storage elements of the Storage Alternative.
2. The Proposed Action would provide the recycled water to the Lower Novato Creek and Bel Marin Keys restoration projects.

3. The Proposed Action would have reduced facility related impacts, particularly related to new storage facilities. The Proposed Action would avoid potential significant and unavoidable air quality impacts related to the Storage Alternative. Additionally, impacts related to disturbance of approximately 79 acres to construct storage would be avoided. These include impacts in the issue areas of water quality, biological resources, cultural resources, and agricultural resources.
4. The Proposed Action would improve local, regional, and state water supply reliability, although not to the degree provided by the storage elements of the Storage Alternative.
5. The Proposed Action would maintain and protect public health and safety, as would all alternatives.
6. The Proposed Action would promote sustainable practices by providing recycled water, although not to the degree provided by the storage elements of the Storage Alternative.
7. The Proposed Action would promote sustainable management of groundwater basins by providing reliable water supply options for non-potable uses that would otherwise be drawn from local groundwater sources, although not to the degree provided by the storage elements of the Storage Alternative.
8. The Proposed Action is the least expensive, with the exception of the No Action and No Project alternatives.

The Proposed Action would improve water supply reliability with a major emphasis on local water use. Water reuse would provide environmental benefits by offsetting surface and groundwater use, reducing the need to develop additional water supplies, and reducing discharge to the Bay. Although an incrementally smaller amount of recycled water would be available, it would represent an economically feasible alternative. Implementing the Proposed Action would cost 56 percent less than the Storage Alternative. Since the Proposed Action would represent the lower cost Action Alternative and would be implemented with federal and State funding support, it is the most cost-effective for the Member Agencies. The Proposed Action would require the least amount of new storage and rely on increasing treatment capacities at existing facilities and using ponds on existing wastewater treatment plant sites.

Compared to the Proposed Action, the Storage Alternative would increase regional storage options and provide incrementally more recycled water treatment and distribution facilities, albeit with greater costs for the Member Agencies, construction impacts, and greater potential for conflict with natural resources. Therefore, the Storage Alternative is not the most environmentally superior alternative.

In general, both the Proposed Action and the Storage Alternative would meet the stated Phase 2 Program objectives and comply with applicable regulations and policies. In relation to the stated program objectives and environmental impacts, the Storage Alternative would involve the greatest capital costs and maximum adverse environmental impacts due to the proportion of facilities that would be required. The benefit of reducing the amount of wastewater discharged to the Bay is counterbalanced by the environmental detriment caused during construction and facility operation; therefore, the Storage Alternative is not considered environmentally superior.

Based on the criteria set previously in this chapter for the alternatives analysis, with respect to its ability to meet the stated Phase 2 Program objectives, its potential environmental impacts, and the

cost of implementation, the Proposed Action is identified as the environmentally superior alternative. The Proposed Action would achieve the project objectives, result in lesser environmental impacts, and would incur lower costs. The Proposed Action would thus achieve all of the Phase 2 Program objectives while simultaneously providing a means for Member Agencies to achieve water management goals, meet future water demand, augment surface water use, and sustain environmental and water quality.

6. Adoption of Mitigation and Monitoring Reporting Plan

6.01. Pursuant to Public Resources Code Section 210821.6, the Board hereby adopts a mitigation monitoring and reporting plan (Exhibit A) for the mitigation measures under the jurisdiction of the District that were included in the Final Report/Statement. The Board adopts this plan pursuant to CEQA Guidelines Section 15096 (g)(1), which states that a Responsible Agency has responsibility for mitigating or avoiding only the direct or indirect environmental effects of those parts of the project which it decides to carry out, finance, or approve. The contents of this plan are set forth in Exhibit A, attached hereto and incorporated herein by this reference. This mitigation monitoring and reporting plan is designed to ensure compliance with the mitigation measures adopted for the District's Project described in the Final Report/Statement. It will be implemented in accordance with all applicable requirements of the CEQA Statute, the State CEQA Guidelines, and the District's Procedures for the Implementation of CEQA.

7. Statement of Overriding Considerations

7.01. The Board has weighed the benefits of the Phase 2 Program against the unavoidable adverse environmental effects identified in the Final Report/Statement and hereby determines that those benefits outweigh the risks and adverse environmental impacts. The Board determines that these environmental impacts are acceptable and hereby finds that there are overriding considerations that justify the Board's approval of the components of the Phase 2 Program that are under its jurisdiction, which are identified in the findings above.

7.02. Pursuant to Public Resources Code Section 21081 and California Environmental Quality Act Guidelines Section 15093, Board adopts and makes the following Statement of Overriding Considerations regarding the remaining unavoidable impacts from the District's Napa Road Pipeline Project, which is part of the Phase 2 Program, and the anticipated economic, legal, social, technological, environmental, and other benefits.

1. In considering the proposed project, the District has weighed the benefits of the Phase 2 Program against its unavoidable environmental risks and potentially significant adverse impacts. The District hereby determines that the benefits of the Phase 2 Program outweigh its unavoidable environmental risks and unmitigated adverse impacts. The District finds that to the extent that the identified significant or potentially significant adverse impacts have not been avoided or substantially lessened, there are specific economic, legal, social, technological or other considerations that support approval of Phase 2 Program.
2. The District specifically adopts this Statement of Overriding Considerations and finds that: a) as part of the approval provisions, the Proposed Project has eliminated or substantially lessened

all significant effects on the environment where feasible; b) the remaining unavoidable impacts of the Proposed Project are acceptable in light of the environmental, economic, legal, social, technological, and other considerations set forth herein, because the benefits of the Phase 2 Program outweigh the significant and adverse impacts of the Phase 2 Program, as noted below.

3. The District finds that each of the overriding considerations set forth below constitutes a separate and independent ground for finding that the benefits of the Phase 2 Program outweigh its significant adverse environmental impacts and is an overriding consideration warranting approval of the Phase 2 Program. The District finds that substantial evidence in the record supports its findings in this regard.
4. The Phase 2 Program will have certain significant effects that are identified in the Final Report/Statement, but will not be fully mitigated. These effects include secondary impacts related to the implementation of approved General Plans within the Sonoma Valley County Sanitation District service area. The environmental effects of growth most commonly identified as significant and unavoidable in the service area include those identified in the City of Sonoma General Plan: land use conflicts, increased traffic impacts, loss of habitat, water quality, and impacts to public utilities and services, including water supply, wastewater capabilities, and solid waste disposal. The environmental effects of growth identified as significant and unavoidable identified in the Sonoma County General Plan include alteration of visual character in the Sonoma Valley. These effects are summarized in Chapter 5, Growth Inducing Effects and Secondary Effects of Growth, and described more fully in Appendix 5 of the Draft Report /Statement. The Proposed Project provides a level of recycled water supply consistent with the assumptions of the approved *City of Sonoma General Plan* and *Sonoma County General Plan*. As noted in these General Plans, some of these impacts will be reduced by identified mitigation measures, but the impacts may not be reduced to a less-than-significant level.
5. The District Board of Directors has carefully considered the Phase 2 Program described in the Draft Report/Statement and the unavoidable adverse environmental impacts associated with it and hereby identifies the following environmental, economic, legal, social, technological, and other benefits of the project:

    i. Implementation of the District's Project would provide potable offset of urban and agricultural demands on potable supplies, including surface and groundwater supplies.
    ii. Implementation of the Proposed Project would reduce the amount of treated effluent discharged to North San Pablo Bay.
    iii. Implementation of the Proposed Project would be consistent with State and local policies regarding the implementation of recycled water to provide potable water supply offset.
    iv. Implementation of the Proposed Project would be consistent with recycled water polices identified in approved General Plans within the proposed service area.
    v. Implementation of the Proposed Project would reduce groundwater depletion in the Sonoma Valley by providing an alternative source of water for irrigation. Reducing groundwater depletion will benefit other users of area water, and help ensure the long-term viability of existing agricultural, residential, open space, and other uses in the Project area.
    vi. Implementation the Proposed Project would reduce peak demand for water in the summer months. Reducing peak demand will benefit other users of water in the summer months, including threatened and endangered species.
    vii. The Proposed Project would be implemented under Reclamation's Title XIV program, which provides funding for recycled water programs that have demonstrated regional coordination and provide multiple benefits.

7.03. The District Board of Directors has weighed the above benefits of the Proposed Project against its unavoidable environmental risks and the adverse environmental effects that are described in the Final Report/Statement and hereby determines that the above benefits outweigh the risks and adverse effects. The District Board of Directors, therefore, determines that these risks and adverse environmental effects are acceptable.

Be It Further Resolved, based on the record of this proceeding and the foregoing findings and determinations, the Board of Directors of the Sonoma Valley County Sanitation District does hereby take the following actions:

1. Approval of the North Bay Water Reuse Program Phase 2. The Board approves and declares its intent to carry out the District's Project under its jurisdiction, as described in Chapter 2, Project Description, of the Draft Report/Statement.
2. Adoption of Mitigation Monitoring and Reporting Plan. The Board adopts the mitigation monitoring and reporting plan as set forth in Exhibit A, and authorizes and directs the General Manager or his assigns to take all appropriate steps in accordance with such plan to ensure that the required mitigation measures are carried out.
3. Statement of Overriding Considerations for the North Bay Water Reuse Program Phase 2. The Board adopts the Statement of Overriding Considerations set forth above after finding that the District's Project has certain environmental, economic, legal, social, technical, and other benefits that make the unavoidable adverse environmental impacts associated with it acceptable, and that mitigation of certain environmental impacts is in the jurisdiction of other agencies.
4. Notice of Determination. The Board directs the General Manager or his assigns to file a Notice of Determination with the County Clerk and the State Clearinghouse in accordance with the provisions of the CEQA Statute, the State CEQA Guidelines, and the District's Procedures for the Implementation of CEQA advising of the Board's approval of the District's Project described in Chapter 2, Project Description, of the Draft Report/Statement.
5. Custodian of Documents. The Board is the custodian of the documents or other material which constitute the record of proceedings upon which this Board's decision herein is based. These documents may be found Sonoma County Water Agency, 404 Aviation Drive, Santa Rosa, California, 95403.

Directors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

EXHIBIT A

Mitigation Monitoring and Reporting Plan/Program

This report summarizes the mitigation measures that would be integrated into the North Bay Water Reuse Program (NBWRP) Phase 2 to reduce the potentially significant impacts to a less-than-significant level. These mitigation measures are fully described in the *NBWRP Phase 2 Draft Environmental Impact Report/Environmental Impact Statement* (EIR/EIS). References included in this report to impacts and resource area analyses are referring to those impacts and analyses included in the NBWRP Phase 2 Draft EIR/EIS. Also provided is a Mitigation Monitoring and Reporting Plan/Program (MMRP) organized in a tabular format, which identifies mitigation measures that apply to projects proposed by each Member Agency, including the Sonoma Valley County Sanitation District's Napa Road Pipeline Project, and are incorporated into the project. The tables following each measure provide a breakdown of how the mitigation measure would be implemented, who would be responsible, and when it would occur. The tables consist of five column headings which are defined as follows:

- *Implementation Procedure*: If needed, this column provides additional information on how the mitigation measures would be implemented.
- *Monitoring and Reporting Actions*: This column contains an outline of the appropriate steps to verify compliance with the mitigation measure.
- *Monitoring Responsibility*: This column contains an assignment of responsibility for the monitoring and reporting tasks.
- *Monitoring Schedule*: This column provides a general schedule for conducting each monitoring and reporting task, identifying where appropriate both the timing and the frequency of the action.
- *Responsible Agency*: This column states the agency, which would be responsible for implementing the mitigation measure. If the measure applies to all the Member Agencies, the responsible agency noted is "Member Agency". If the measure applies to specific agencies, the name of the agency or agencies is/are noted in the column.

Surface Hydrology

Impact 3.3.1: Changes in Drainage Patterns

Project construction and operation could alter the existing drainage patterns in a manner that would result in substantial erosion, siltation, or flooding on- or off-site.

Mitigation Measure 3.5.1: NPDES Construction Activity Stormwater Permit

Refer to Impact 3.5.1 in Section 3.5, Water Quality.

Mitigation Measure 3.3.1a: Stream and Drainage Crossings

The Member Agencies shall implement the following measure during pipeline installation at stream or drainage crossings:

1. Schedule construction during the dry season and so as to avoid storm events to the extent feasible, or as required by regulatory permits (approximately June 15 to October 15);

2. Pipelines suspended from bridges shall be designed such that they do not interfere with conveyance of flows beneath the bridge, as determined by a certified professional engineer;

3. At in-road drainage crossings where drainages pass beneath the road in existing culverts, and where there is sufficient cover between the culvert and road surface, the new pipeline will be installed above the existing culvert without removing or disturbing it. If the pipeline must be installed below the existing culvert, then the culvert will be cut and temporarily removed to allow pipeline installation.

4. If disturbance of the existing culvert is required, sediment curtains upstream and downstream of the construction zone shall be placed to prevent sediment disturbed during trenching activities from being transported and deposited outside of the construction zone.

5. Employ short-term drainage diversion and control measures such as sandbags, dikes, pumps, or other means; and

6. Following construction, restore the construction area to pre-existing conditions.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Schedule construction to avoid storm events. 2. Integrate pipelines designs that do not interfere with conveyance of flows beneath bridges.	1. Incorporate schedule into construction specifications. 2. Incorporate pipeline designs into construction specifications.	1. Member Agency 2. Contractor/ Member Agency 3. Contractor/ Member Agency 4. Contractor/ Member Agency	1. Prior to and During Construction 2. Prior to Construction 3. During Construction	Member Agency

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
3. Install new pipeline above existing culverts without removing or disturbing them. 4. If disturbance of the existing culvert is required, place sediment curtains upstream and downstream of the construction zone. 5. Employ short-term drainage diversion and control measures such as sandbags, dikes, pumps, or other means. 6. Restore site to pre-existing conditions.	3. Incorporate construction method into construction specifications. 4. Incorporate construction method into construction specifications. 5. Incorporate use of these measures into construction specifications. 6. Inspect final site conditions after construction and verify its condition is it equivalent to that prior to construction. Incorporated into construction specifications.	5. Contractor/ Member Agency 6. Contractor/ Member Agency	4. During Construction 5. During Construction 6. After Construction	

Mitigation Measure 3.3.1b: Impervious Surface Area – WRF Improvements

Design of proposed facilities, including tertiary facilities and storage at Soscol WRF, shall be integrated into existing drainage infrastructure such that drainage patterns do not result in new erosion, siltation, or flooding. Design shall include appropriate collection and conveyance of stormwater to WWTP infrastructure, per each facility's NPDES Permit requirements for stormwater.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Incorporate design of proposed facilities into existing drainage infrastructure.	1. Incorporate design into construction specifications.	1. Contractor/ Member Agency	1. Prior to and During Construction	Napa Sanitation District

Impact 3.3.2: Reduction in flows within Stream Channels

Project operation would reduce the amount of annual discharge due to the recovery and use of recycled water that is currently discharged.

Mitigation Measure 3.3.2: SWRCB Change of Use Petition

Member Agencies shall complete SWRCB Change of Use Petition for use of recycled water, pursuant to Section 1700 of the California Water Code. Direct diversions of less than 3.0 cubic feet per second (cfs) or storage of less than 200 AFY may qualify for a minor petition, as appropriate. Member Agencies shall complete SWRCB Change of Use Petition process prior to recycled water distribution.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Comply with Section 1700 of the California Water Code.	1. Complete SWRCB Change of Use Petition for use of recycled water.	1. Member Agency	1. Prior to recycled water distribution.	Member Agency

Impact 3.3.3: Flooding and Effects to Surface Waters

The proposed action could expose the public or structures to the risk of flooding due to placement of facilities within the one percent annual chance of exceedance flood level. The proposed action would also change the amount of discharge to local surface waters.

Mitigation Measure 3.3.1a: Stream and Drainage Crossings

Refer to Impact 3.3.1.

Mitigation Measure 3.3.3: Floodplain Hydraulic Analysis for Seasonal Storage

As part of the design process for seasonal storage, Member Agencies shall demonstrate through hydrologic and hydraulic analyses that the proposed modification and/or encroachment would not result in an increase in flood levels during the occurrence of the one percent annual chance of exceedance flood event. Analysis shall be performed by a California licensed engineer in accordance with standard engineering practices.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Demonstrate through hydrologic and hydraulic analyses that the proposed modification and/or encroachment would not result in an increase in flood levels during the occurrence of the one percent annual chance of exceedance flood event.	1. California licensed engineer shall perform analysis.	1. Member Agency	1. Prior to construction	Member Agency

Impact 3.3.4: Flooding – Sea Level Rise

Sea-level rise could affect operation of project facilities.

Mitigation Measure 3.3.4: Design Measures Addressing Sea Level Rise

Design of proposed facilities shall consider sea level rise potential, and shall include appropriate measures in facility siting and design to address potential impacts related to sea level rise, similar to those applied to facility installation within 100-year flood plains. Design measures may include, but are not limited to: facility siting, access placement, access vault extension above projected water elevation, water tight vaults, and site protection.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Design facility to address potential impacts related to sea level rise. Design measures may include but are not limited to: facility siting, access placement, access vault extension above projected water elevation, water tight vaults, and site protection.	1. Incorporate design requirements into construction specifications.	1. Member Agency	1. Prior to construction	Member Agency

Impact 3.3.5: Flooding – Other Hazards

The NBWRP Phase 2 would not cause or exacerbate any existing risk of inundation by seiche, tsunami, or mudflow.

Mitigation Measure 3.3.1a: Stream and Drainage Crossings

Refer to Impact 3.3.1.

Mitigation Measure 3.5.1: NPDES Construction Activity Stormwater Permit

Refer to Impact 3.5.1 in Section 3.5, Water Quality.

Groundwater Resources

Impact 3.4.3: Hydrostatic Pressure

Proposed facilities may be affected by shallow groundwater levels and natural groundwater fluctuations.

Mitigation Measure 3.4.3

The Member Agencies will implement the following measures:

1. All proposed improvements will be designed and constructed in accordance with current geotechnical industry standard criteria as overseen and approved by a state licensed geotechnical engineer.

2. Implement industry standard geotechnical measures to address high groundwater conditions as appropriate to reduce the potential for impacts related to groundwater fluctuation, in accordance with accepted geotechnical practices and current building code requirements. Possible design features include drainage blankets, perimeter pumps to temporarily decrease hydrostatic pressure, perimeter drainage trenches, and specific groundwater monitoring scenarios

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Design improvements with current geotechnical industry standard criteria. 2. Design improvements to address high groundwater conditions in accordance with accepted geotechnical practices. Possible design features include but are not limited to: drainage blankets, perimeter pumps to temporarily decrease hydrostatic pressure, perimeter drainage trenches, and specific groundwater monitoring scenarios.	1. Incorporate design requirements into construction specifications. 2. Incorporate design requirements into construction specifications.	1. Member Agency 2. Member Agency	1. Prior to construction 2. Prior to construction	Member Agency

Water Quality

Impact 3.5.1: Short Term Construction-Related Effects

Disturbance of soils during construction of new project-related infrastructure could generate short term erosion-related water quality impacts. Construction activities could result in the accidental release of fuels or hazardous materials. Project construction activities could require dewatering that could result in the discharge of turbid waters into the local storm drain systems or nearby creeks.

Mitigation Measure 3.5.1: NPDES Construction Activity Stormwater Permit

Member Agencies or their contractor shall comply with the provisions of the NPDES Construction Activity Stormwater permit, including preparation of Notice of Intent to comply with the provisions of this General Permit and preparation of a SWPPP. The SWPPP will identify implementation measures necessary to mitigate potential water quality degradation as a result of construction-related runoff. These measures will include BMPs and other standard pollution prevention actions, such as erosion and sediment control measures, proper control of non-stormwater discharges, and hazardous spill prevention and response. The SWPPP will also include requirements for BMP inspections, monitoring, and maintenance.

The following items are examples of BMPs that would be implemented during construction to avoid causing water quality degradation:

1. Erosion control BMPs, such as use of mulches or hydroseeding to prevent detachment of soil, following guidance presented in the California BMP Handbooks – Construction (CASQA 2003). A detailed site map will be included in the SWPPP outlining specific areas where soil disturbance may occur, and drainage patterns associated with excavation and grading activities. In addition, the SWPPP will provide plans and details for the BMPs to be implemented prior, during, and after construction to prevent erosion of exposed soils and to treat sediments before they are transported offsite.

2. Sediment control BMPs such as silt fencing or detention basins that trap soil particles.

3. Construction staging areas designed so that stormwater runoff during construction will be collected and treated in a detention basin or other appropriate structure.

4. Management of hazardous materials and wastes to prevent spills and provide the means to contain any spills that might occur.

5. Groundwater treatment BMPs such that localized trench dewatering does not impact surface water quality.

6. Vehicle and equipment fueling BMPs such that these activities occur only in designated staging areas with appropriate spill controls.

7. Maintenance checks of equipment and vehicles to prevent spills or leaks of liquids of any kind.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Submit Notice of Intent and SWPPP for the NPDES General Construction Permit 2. Incorporate BMPs in standard construction	1. Comply with the SWPPP and NPDES permit requirements 2. Implement BMPs	1. Contractor 2. Contractor/ Member Agency	1. Prior to construction 2. During and following construction	Member Agency

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
procedures				

Biological Resources

Impact 3.6.1: Impacts on Wetlands, Streams and Riparian Habitats

Construction of the Proposed Project could result in impacts to jurisdictional wetlands and other waters of the United States, as well as impacts to waters of the State and riparian habitat.

Mitigation Measure 3.6.1

Implement the following measures to avoid, minimize and compensate for impacts to jurisdictional wetlands and other waters of the U.S. and State, and impacts to riparian habitat.

Construction activities resulting in the introduction of fill or other disturbance to jurisdictional wetlands and other waters of the U.S. will require permit approval from the U.S. Army Corps of Engineers and water quality certification from the Regional Water Quality Control Board, pursuant to Section 401 of the Clean Water Act. Proposed facilities would most likely be authorized under Nationwide Permit #12 (Utility Lines) pursuant to Section 404 of the Clean Water Act. The CDFW has jurisdiction in the project area over riparian habitat, including stream bed and banks, pursuant to Sections 1600-1616 of the Fish and Game Code. Pipeline construction resulting in alteration to channel bed or banks, extending to the outer dripline of trees forming the riparian corridor, is subject to CDFW jurisdiction. If work is proposed in these areas, project proponent will be required to obtain a Streambed Alteration Agreement (SAA) from the CDFW. Terms of these permits and SAA will likely include, but will not necessarily be limited to, the mitigation measures listed below.

1. Specific locations of pipeline segments, storage reservoirs, and pump stations shall be configured, wherever feasible, to avoid and minimize direct and indirect impacts to wetlands and stream drainage channels. Consideration taken in finalizing configuration placement shall include:

   a) Reducing number and area of stream channel and wetland crossings where feasible. Crossings shall be oriented as close to perpendicular (90-degree angle) to the drainage or wetland as feasible.

   b) Placement of project components as distant as feasible from channels and wetlands.

   c) For pipeline construction activities in the vicinity of wetland and stream drainage areas, the construction work area boundaries shall have a minimum 20-foot setback from

jurisdictional features[1]. Pipeline construction activities in proximity to jurisdictional features include: 1) entrance and exit pits for directional drilling and bore and jack operations; and 2) portions of pipeline segments.

2. Sites identified as potential staging areas will be examined by a qualified biologist prior to construction. If potentially jurisdictional features are found that could be impacted by staging activities, the site will not be used.

3. Construction methods for channel crossing shall be designed to avoid and minimize direct and indirect impacts to channels to the greatest extent feasible. Use of trenchless methods including suspension of pipeline from existing bridges, directional drilling, and bore and jack tunneling will be used when feasible. Trenchless methods are required for all perennial drainage crossings (i.e., Lynch Creek). Construction occurring in the vicinity of riparian areas shall be delimited with a minimum 20-foot setback to avoid intrusion of construction activities into sensitive habitat.

   The following additional measures shall apply to channel crossings in which the trenching construction method is used:

   a. Limiting of construction activities in drainage channel crossings to low-flow periods: approximately April 15 to October 15.

   b. At in-road drainage crossings where drainages pass beneath the road in existing culverts, and where there is sufficient cover between the culvert and road surface, the new pipeline will be installed above the existing culvert without removing or disturbing it. If the pipeline must be installed below the existing culvert, then the culvert will be cut and temporarily removed to allow pipeline installation.

   c. At off-road drainage crossings, the construction corridor width will be minimized to the greatest extent feasible at the crossing and at least 20 additional feet to either side of the drainage at the crossing.

   d. If disturbance of the existing culvert is required, sediment curtains upstream and downstream of the construction zone shall be placed to prevent sediment disturbed during trenching activities from being transported and deposited outside of the construction zone.

4. Construction BMPs shall be implemented as discussed in **Mitigation Measure 3.5.1** in Section 3.5, Water Quality, to reduce risk of erosion and sediment transport into all construction areas in proximity of drainages.

5. For channels or wetlands for which soil removal is necessary (off-road crossings or wetlands to be trenched or otherwise directly disturbed), the top layer of the drainage or wetland bottom shall be stockpiled and preserved during construction. After the pipeline has been installed, the stockpiled material shall be placed back into the drainage or wetland feature to return the beds to approximately their original composition.

6. Project sites will be revegetated with an appropriate assemblage of native upland vegetation and, if necessary, riparian and wetland vegetation suitable for the area. A plan describing pre-

[1] Setbacks of channels with associated riparian vegetation will be from the outer dripline edge of the riparian corridor canopies and/or the upper bank edge, or per City or County code, whichever is greater.

project conditions, restoration and monitoring success criteria will be prepared prior to construction.

7. To offset temporary and permanent impacts to wetlands and other waters of the U.S. and State, and impacts to riparian habitat, compensatory mitigation will be provided through on-site restoration to emulate pre-project conditions, or as required by regulatory permits and SAAs.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Acquire permits from USACE, CDFW, and RWQCB. 2. Implement Best Management Practices (BMPs). 3. Stockpile excavated soil. 4. Implement compensatory mitigation.	1. Comply with regulatory permit. 2. Sign-off on inspection report and/ or MMRP. 3. Sign-off on inspection report and/ or MMRP. 4. Comply with regulatory permits and SAAs.	1. Member Agency 2. Contractor 3. Contractor 4. Member Agency	1. Prior to Construction 2. During Construction 3. During Construction 4. Prior to and During Construction	Novato Sanitary District, Petaluma, Sonoma Valley County Sanitation District, American Canyon, Napa Sanitation District

Impact 3.6.2: Impacts to Special-status Fish and California Freshwater Shrimp

Construction of NBWRP Phase 2 facilities could affect special-status aquatic species including central California coast steelhead, Chinook salmon, and California freshwater shrimp, or designated critical habitat for steelhead.

Mitigation Measure 3.6.2

Specific measures shall be implemented to protect aquatic habitats potentially inhabited by special-status fish and California freshwater shrimp.

Sensitive fisheries and other aquatic resources shall be protected by minimizing in-stream and near-stream habitat impacts during project design, informally consulting with resource agencies (NMFS, USFWS, CDFW, and USACOE), and implementing protective measures. For Lynch Creek, North Slough, and Arroyo Seco, special-status fish are presumed present. California freshwater shrimp are presumed present in Lynch Creek.

Because of the sensitivity of seasonal and ephemeral drainages, the following measures will be required to avoid and minimize impacts to aquatic habitat:

1. Project designs shall be configured, whenever feasible, to avoid direct impacts to sensitive wetland areas and minimize disturbances to wetland and riparian corridors. Ground disturbance and construction footprints in these areas shall be minimized to the greatest degree feasible. Trenchless constructions methods will be employed wherever possible. In the event trenchless methods cannot be employed, the project proponent would obtain appropriate

permit authorizations and implement construction methods per applicable Streambed Alteration Agreements.

2. All activities across waterways will be restricted to low-flow periods of June 15 through November 1. If the channel is dry, construction can occur as early as April 15 (in accordance with CDFW and RWQCB permit requirements). Restricting construction activities to this work window will minimize effects to California freshwater shrimp and steelhead;

3. Reclamation or appropriate agency shall ensure the appropriate permit authorizations are secured for stream crossings, and a qualified biological resource monitor shall be present at all times to alert construction crews to the possible presence of California freshwater shrimp during construction operations;

4. At least 15 days prior to onset of activities, Reclamation or appropriate agency shall submit the name(s) and credentials of biologists who would conduct activities authorized by the BO. No project activities shall begin until Reclamation has received written approval from the USFWS and CDFW that the biologist(s) is approved to conduct the work;

5. A Service-approved biologist shall conduct a training session for construction personnel all working near appropriate habitat prior to the onset of construction activities. At a minimum, the training shall describe the California red-legged frog and their habitat, their importance, and the measures that are being implemented to conserve these species as they relate to the proposed action;

6. If trenchless methods cannot be implemented due to geotechnical conditions, and the channel is not dry, water from around the section of trench that is within the actively flowing channels will be diverted. This will reduce the potential for sediment or other pollutants to enter the waterways and to affect downstream resources. Sediment curtains will be placed downstream of the construction zone to prevent disturbed sediment from being transported and deposited outside of the construction zone;

7. If ground water is encountered, or if water remains in the channel after flows are diverted, it will be pumped out of the construction area and into a retention basin constructed of hay bales lined with filter fabric. The pump(s) will be screened according to NMFS fish screening criteria for anadromous salmonids (NMFS, 1997);

8. Silt fencing will be installed in all areas where construction occurs within 100 feet of known or potential California freshwater shrimp or steelhead habitat;

9. A qualified biological monitor will be on site during all activities crossing waterways. The biological monitor will be authorized to halt construction if effects to California freshwater shrimp or salmonids are evident.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Consult with resource agencies . 2. Implement recommendations derived during consultation.	1. Design protective measures. 2. Comply with permit conditions; sign-off on inspection report and/or MMRP	1. Member Agency 2. Contractor	1. Prior to Construction 2. During Construction	Novato Sanitary District, Petaluma, Sonoma Valley County Sanitation District, American Canyon, Napa Sanitation District

Impact 3.6.3: Impacts on Reptiles and Amphibians

Construction of the NBWRP Phase 2 has the potential to impact California red-legged frog and western pond turtles in upland and aquatic habitat.

Mitigation Measure 3.6.3

Implement protection measures to avoid and minimize impacts to western pond turtles and California red-legged frogs.

1. The implementation of measures identified for the protection of special-status fish and California freshwater shrimp would also protect California red-legged frogs and western pond turtles within aquatic habitat. When working within 200 feet of stream crossings, workers shall receive specific training in the identification, life history, local project area occurrence, and protection of western pond turtles and California red-legged frogs. Also, to minimize the likelihood of encountering turtles or frogs in upland areas near stream crossings, construction footprints shall be minimized to the greatest extent feasible. Based on reconnaissance-level surveys, if staging and construction activities occur principally within or immediately adjacent to project alignment roads, the project will be outside of frog and pond turtle habitat.

2. Trenchless methods will be employed at crossings presumed or known to support California red-legged frog. In the event trenchless methods cannot be employed, the project proponent would obtain appropriate permit authorizations and implement construction methods per applicable Streambed Alteration Agreements;

3. To the extent practicable, work activities within or adjacent to aquatic habitat that is potentially occupied by red-legged frogs will be completed between April 1 and October 31, which avoids the time period when California red-legged frogs are most likely to move through upland areas.

4. Prior to construction activities at stream crossings where aquatic impacts are expected, a qualified biologist shall perform California red-legged frog and western pond turtle surveys within suitable habitat within projected work areas. If California red-legged frogs or western pond turtles are encountered during construction activities, work in the immediate area shall cease until the area is determined to be free of sensitive species. If a pond turtle nest is located within a work area, a biologist with the appropriate permits may move the eggs to a

suitable facility for incubation, and release hatchlings into the creek system in late fall. If California red-legged frog tadpoles or eggs are found, the biologist shall contact the USFWS to determine if moving any of these life-stages is appropriate.

5. At least 15 days prior to onset of activities, Reclamation or appropriate agency shall submit the name(s) and credentials of biologists who would conduct activities authorized by the BO. No project activities shall begin until Reclamation has received written approval from the USFWS that the biologist(s) is approved to conduct the work;

6. Reclamation or appropriate agency shall ensure the appropriate permit authorizations are secured for stream crossings, and a qualified biological resource monitor shall be present at all times to alert construction crews to the possible presence of California red-legged frog or western pond turtle during construction operations;

7. All trash that could attract predators will be regularly contained and removed from the work site.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Conduct awareness training for construction personnel working within 200 feet of stream crossings. 2. Employ trenchless methods at crossings presumed or known to support California red-legged frogs. 3. Complete all work within or adjacent to aquatic habitat that is inhabited by red-legged frogs between April 1 and October 31 4. Perform California red-legged frog and western pond turtle surveys within suitable habitat within project work area. Cease work until the area is determined to be free of sensitive species if they are encountered. If a pond turtle nest is located within a work area, a biologist with the appropriate permits may move the eggs to a suitable facility for incubation, and release hatchlings into the creek system in late fall. If California	1. Comply with SAA permit; sign-off on inspection report and/ or MMRP. 2. Incorporate construction methods/ requirements into construction specifications. 3. Incorporate into contract specifications. 4. Comply with permit conditions; sign-off on inspection report and/or MMRP. 5. Incorporate into contract specifications 6. Incorporate into construction specifications 7. Comply with SAA permit conditions; sign-off on inspection report and/or MMRP.	1. Contractor/ Qualified Biologist 2. Contractor 3. Contractor 4. Contractor/ Qualified Biologist 5. Reclamation or appropriate agency. 6. Reclamation or appropriate agency/Qualified Biologist. 7. Contractor	1. Prior to and During Construction 2. During Construction 3. During Construction 4. During Construction 5. Prior to Construction 6. Prior to and During Construction 7. During Construction	Novato Sanitary District, Petaluma, Sonoma Valley County Sanitation District, American Canyon, Napa Sanitation District

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
red-legged frog tadpoles or eggs are found, the biologist shall contact the USFWS to determine if moving any of these life-stages is appropriate. 5. Submit the name(s) and credentials of biologists who would conduct activities authorized by the BO. 6. Ensure the appropriate permit authorizations are secured for stream crossings, and a qualified biological resource monitor shall be present at all times to alert construction crews to the possible presence of California red-legged frog or western pond turtle during construction operations. 7. Implement trash removal and trenchless construction methods where necessary.				

Impact 3.6.4: Impacts on Birds

Construction of the NBWRP Phase 2 has the potential to affect special-status marsh birds, burrowing owl, and other nesting birds in and near the project sites.

Mitigation Measure 3.6.4: Impacts to Nesting Birds

The appropriate Member Agency shall implement the following protection elements to avoid disturbing common and special-status nesting birds:

1. Whenever feasible, vegetation shall be removed during the non-breeding season (generally defined as September 1 to January 31).

2. For ground-disturbing activities occurring during the breeding season (generally defined as February 1 to August 31), a qualified wildlife biologist will conduct preconstruction surveys of all potential nesting habitat for birds within 500 feet of earthmoving activities. Construction activities will be constrained to the smallest area possible to minimize disturbance to potential nesting habitat.

3. For work in Ridgway's rail, California black rail, western snowy plover or western burrowing owl habitat, a Service-approved biologist shall conduct a training session for construction personnel all working near appropriate habitat prior to the onset of construction activities. At a minimum, the training shall describe the bird species and their habitat, their importance, and the measures that are being implemented to conserve these species as they relate to the proposed action.

4. All work areas, including staging areas will be surveyed prior to construction for bird nests during nesting season. If active bird nests are found during preconstruction surveys, a 500-foot no-disturbance buffer will be created around active raptor nests during the breeding season or until it is determined that all young have fledged. A 250-foot buffer zone will be created around the nests of other special-status birds. For non-special status migratory birds, buffer size will be determined in consultation with CDFW. Buffer zones may be modified in coordination with CDFW based on existing conditions at work locations.

   If preconstruction surveys indicate that nests are inactive or potential habitat is unoccupied during the construction period, no further mitigation is required. Trees and shrubs that have been determined to be unoccupied by special-status birds or that are located at least 500 feet from active nests may be removed.

5. For work in locations that provide habitat for listed marsh birds including Ridgway's rail, and special-status birds such as burrowing owl and black rail, protocol-level surveys will be conducted to determine species presence or absence.

6. If occupied burrowing owl burrows are discovered, construction exclusion areas would be established around the occupied burrows in which no disturbance would be allowed to occur. During the non-breeding season (September 1 through January 31), the exclusion zone would extend 160 feet around occupied burrows. During the breeding season (February 1 through August 31), exclusion areas would extend 250 feet around occupied burrows. Passive relocation of owls is not proposed. A qualified biologist will monitor owl activity on the site to ensure the species is not adversely affected by the project.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Limit vegetation removal to non-breeding season (September 1 to January 31) 2. In the event that construction occurs during the breeding season (February 1 to August 31), conduct surveys of all potential nesting habitat within 500 feet of earthmoving activities.	1. Incorporate into contract specifications. 2. Incorporate survey results and recommendations into contract specifications. 3. Incorporate into contract specifications; sign-off on inspection report and/or MMRP. 4. Comply with CDFW guidelines. Sign-off on inspection report and/ or MMRP.	1. Contractor 2. Qualified Biologist 3. Qualified Biologist/ Construction Personnel 4. Contractor 5. Qualified Biologist 6. Qualified Biologist	1. During Construction 2. Prior to Construction 3. Prior to Construction 4. During Construction 5. Prior to Construction 6. During Construction	Member Agency

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
3. Conduct training sessions for construction personnel specific to identification of sensitive bird habitat. 4. In the event that active bird nests are found during preconstruction surveys, establish a 500-foot buffer around active nest sites. Establish a 250-foot buffer around other active special-status bird nests. Remove trees, if necessary, that are not occupied by special-status birds. 5. Conduct protocol-level surveys in areas that contain suitable habitat for listed marsh birds. 6. Monitor owl activity on construction sites.	5. Incorporate survey results and recommendations into contract specifications 6. Summarize results and recommendations in daily log; sign-off on inspection report and/or MMRP.			

Impact 3.6.5: Impacts to Mammals

Construction of the NBWRP Phase 2 has the potential to affect special-status mammals, including salt marsh harvest mouse, and roosting or breeding bats in and near the project alignments.

Mitigation Measure 3.6.5: Impacts to Mammals

1. The appropriate Member Agency shall implement protection measures to avoid and minimize impacts on salt marsh harvest mouse during construction. Where avoidance of sensitive habitat (i.e., areas in or near pickleweed) is not feasible (e.g., by bridging or bore and jack), consultation with the USFWS would be initiated. If salt marsh harvest mouse is present or presumed to be present in the project area following informal coordination with USFWS, then formal consultation and a Biological Assessment in support of a Biological Opinion may be needed. Such a consultation would proceed as part of the Corps 404 permitting process. Similar coordination and permitting shall be performed with CDFW to address potential impacts to salt marsh harvest mouse. Staging areas shall be located outside potential salt marsh harvest mouse habitat.

2. To avoid potential impacts on salt marsh harvest mouse and Suisun ornate shrew, a qualified biologist shall conduct specific preconstruction surveys to delineate potential habitat in the project area. For areas within 100 feet of potential habitat, the project proponent shall install

exclusionary fences to prevent species movement into the project area, and to prevent spoils from entering the salt marsh. Fencing will consist of a material that does not allow small mammals to pass through or over, and the bottom will be buried to a depth of at least six inches.

3. A qualified biologist shall conduct a training session for construction personnel all working near appropriate habitat prior to the onset of construction activities. At a minimum, the training shall describe the species and their habitat, their importance, and the measures that are being implemented to conserve these species as they relate to the proposed action.

4. Once a Biological Opinion is issued for the work, a qualified biologist will direct crews in the hand removal of pickleweed and remain on-site to provide biological monitoring during construction. The biological monitor shall inspect the exclusion fence to ensure their integrity, and shall conduct an education workshop for contractors outlining species' biology, legislative protection, and construction restrictions to reduce potential impacts. Protective measures for the salt marsh harvest mouse will equally protect the Suisun ornate shrew.

5. At the close of each workday, escape ramps/boards will be provided in all open trenches. Every morning prior to the start of construction, a qualified biologist will inspect all open trenches within 250 feet of emergent pickleweed (*Salicornia pacifica*) habitat for trapped mice. In the event a salt marsh harvest mouse or Suisun ornate shrew is found on-site, with approval from the Service, the biologist will remove animals from trenches before the start of construction.

6. A Service-approved biologist will be onsite during all ground-disturbing activities, including vegetation removal and during morning trench inspections, and otherwise available during the course of the construction work. The biologist will be responsible for informing the crews of the need to halt work if sensitive species are observed, and documenting compliance with the conservation measures and contacting the USFWS if any sensitive species are observed.

7. The appropriate Member Agency shall implement protection measures to avoid and minimize impacts on special-status bats in and near project facilities during construction.

8. In conjunction with breeding bird surveys (**Mitigation Measure 3.6.4**), a qualified biologist will conduct preconstruction surveys for special-status bats at each bridge crossing location and in rural (i.e., non-road) areas where any large trees (e.g., > 24 inches in diameter at breast height) will be removed. If an active roost is observed, a suitably-sized buffer (e.g., 100 to 150 feet) will be placed around the roost if it appears that trenching or other project activities may cause abandonment. Demolition activities must cease until juvenile bats are self-sufficient and will not be directly or indirectly impacted by activities.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Consult with CDFW and/ or USFWS when avoidance of sensitive	1. Compliance with recommendations and/ or Biological Assessment	1. Member Agency/ Contractor	1. Prior to Construction	Novato Sanitary District, Petaluma,

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
habitat is not feasible. 2. Conduct surveys for salt harvest mouse and Suisun ornate shrew. 3. Install exclusion fencing; conduct fence inspections. 4. Conduct training sessions for construction personnel. 5. Direct crews in the hand removal of pickleweed and remain on-site to provide biological monitoring during construction. Inspect the exclusion fence to ensure their integrity, and conduct an education workshop for contractors outlining species' biology, legislative protection, and construction restrictions to reduce potential impacts. 6. Provide escape ramps/boards in all trenches. Inspect all trenches for trapped mice or shrews. 7. Biologist will remain onsite during all ground-disturbing activities. 8. Implement protection measures to avoid and minimize impacts on special-status bats in and near project facilities during construction 9. Implement Mitigation Measure 3.5.8. 10. Conduct species surveys at specified locations. 11. Establish 100-150-foot buffers around active roosts; cease demolition activities until juvenile bats are self-sufficient.	in support of a Biological Opinion. 2. Comply with USFWS guidelines; incorporate survey results and recommendations into contract specifications. 3. Comply with regulatory permit conditions; sign-off on inspection report and/ or MMRP. 4. Incorporate into contract specifications; sign-off on inspection report and/or MMRP. 5. Incorporate into contract specifications; sign-off on inspection report and/or MMRP. 6. Incorporate into contract specifications; sign-off on inspection report and/or MMRP. 7. Comply with regulatory permit conditions; sign-off on inspection report and/ or MMRP. 8. Incorporate into contract specifications. 9. Summarize results and recommendations in daily log; sign-off on inspection report and/or MMRP. 10. Incorporate results and recommendations into contract specifications; sign-off on inspection report and/ MMRP. 11. Incorporate into contract specifications; sign-off on inspection report.	2. Qualified Biologist 3. Contractor/ Qualified Biologist 4. Qualified Biologist/ Construction Personnel 5. Qualified Biologist/ Construction Personnel 6. Qualified Biologist 7. Qualified Biologist. 8. Appropriate Member Agency 9. Qualified Biologist/ Contractor 10. Qualified Biologist 11. Contractor	2. Prior to Construction 3. During Construction 4. Prior to Construction 5. Prior to and During Construction 6. During Construction 7. During Construction 8. Prior to and During Construction 9. Prior to and During Construction 10. Prior to construction 11. During Construction	Sonoma Valley County Sanitation District, Sonoma County Water Agency, American Canyon, Napa Sanitation District

Impact 3.6.6: Impacts to Rare Plants

Project construction could result in impacts to listed and other special-status plants.

Mitigation Measure 3.6.6: Impacts to Rare Plants

Before the initiation of any vegetation removal or ground-disturbing activities in areas that provide suitable habitat for special-status plants, the following measures shall be implemented:

1. A qualified botanist will conduct appropriately-timed surveys for special-status plant species, including those identified in Appendix 3.6C, in all suitable habitat that would be potentially disturbed by the project, including staging areas.

2. Surveys shall be conducted following the most recent CDFW- or other approved protocol.

3. If no special-status plants are found during focused surveys, the botanist shall document the findings in a letter to the appropriate agencies and no further mitigation will be required.

4. If special-status plants are found during focused surveys, the following measures shall be implemented:

    a. Information regarding the special-status plant population shall be reported to the CNDDB.

    b. If the populations can be avoided during project implementation, they shall be clearly marked in the field by a qualified botanist and avoided during construction activities. Before ground clearing or ground disturbance, all on-site construction personnel shall be instructed as to the species' presence and the importance of avoiding impacts to this species and its habitat.

    c. If special-status plant populations cannot be avoided, consultations with CDFW and/or USFWS would be required. A plan to compensate for the loss of special-status plant species could be required, detailing appropriate replacement ratios, methods for implementation, success criteria, monitoring and reporting protocols, and contingency measures that would be implemented if the initial mitigation fails; the plan would be developed in consultation with the appropriate agencies prior to the start of local construction activities.

    d. If mitigation is required, the project proponent shall maintain and monitor the mitigation area for 5 years following the completion of construction and restoration activities. Monitoring reports shall be submitted to the resource agencies at the completion of restoration and for 5 years following restoration implementation. Monitoring reports shall include photo-documentation, planting specifications, a site layout map, descriptions of materials used, and justification for any deviations from the mitigation plan.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Conduct plant surveys. 2. Implement measures if special-status plants are present. 3. Mark special status plants and inform construction personnel of their presence. 4. Consult with CDFW and/or USFWS if special-status plants cannot be avoided. 5. If compensatory mitigation is required, monitor mitigation area.	1. Comply with CDFW protocol. Incorporate results and recommendations into contract specifications. In the event that no special-status plants are present, document findings in a letter to the appropriate resources agency. 2. Report information regarding present special-status plants to CNDDB. 3. Sign-off on inspection report and/or MMRP. 4. Coordination with CDFW and or USFWS; compliance with recommendations; development of a compensation plan. 5. Submit annual monitoring reports to resource agencies that include photo documentation, planting specifications, site layout map.	1. Qualified Botanist 2. Qualified Botanist 3. Qualified Botanist 4. Member Agency 5. Member Agency	1. Prior to Construction 2. During Construction 3. Prior to Construction 4. Prior to Construction 5. 5 Years Following Construction	Novato Sanitary District, Petaluma, Sonoma Valley County Sanitation District, Sonoma County Water Agency, American Canyon, Napa Sanitation District

Impact 3.6.7: Impacts on Heritage and Other Significant Trees

The proposed project could affect heritage and other significant trees.

Mitigation Measure 3.6.7

The following measures will be implemented to avoid or reduce impacts to heritage or other significant trees:

1. If trees are identified for removal or trimming, a certified arborist will inventory these trees, with the results of the inventory providing species, size (diameter at breast height), and number of protected trees. Also, in consultation with the appropriate jurisdiction, the arborist will determine if any are heritage or landmark trees.

2. If any protected trees are identified that will be potentially removed or damaged by construction of the proposed project, design changes will be implemented where feasible to avoid the impact.

3. Any protected trees that are removed will be replaced per applicable City and County tree protection ordinances (see Appendix 3.6A). Foliage protectors (cages and tree shelters) will be installed to protect the planted trees from wildlife browse. The planted trees will be monitored as required by the ordinance, or regularly during a minimum two-year establishment period and maintenance during the plant establishment period will include irrigation. After the establishment period, the native tree plantings are typically capable of survival and growth without supplemental irrigation.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Inventory trees. 2. Consult with counties to determine if any identified trees are landmark trees. 3. Replace removed trees. 4. Monitor replacement trees.	1. Record results in inspection report. 2. Record results in inspection report. 3. Comply with City and County Tree ordinances. 4. Comply with City and County Tree ordinances; sign-off on inspection report/ and or MMRP.	1. Certified Arborist 2. Member Agency 3. Member Agency 4. Member Agency/ Certified Arborist	1. Prior to Construction 2. Prior to Construction 3. After Construction is Completed 4. Minimum of two years following completion of construction	Member Agency

Transportation and Traffic

Impact 3.8.1: Temporary Congestion and Delays

Construction of NBWRP Phase 2 would have temporary and intermittent effects on traffic and transportation conditions in the project area.

Mitigation Measure 3.8.1a

The appropriate Member Agency for each NBWRP Phase 2 element shall obtain and comply with local and Caltrans road encroachment permits for roads that are affected by construction activities.

The *Work Area Protection and Traffic Control Manual* includes requirements to ensure safe maintenance of traffic flow through or around the construction work zone, and safe access of police, fire, and other rescue vehicles (CJUTCC, 2014). In addition, the Traffic Management Plan (subject to local jurisdiction review and approval, or Caltrans for State roadways) required by **Mitigation Measure 3.8.1b**, below, would direct how traffic flow is safely maintained during project construction.

Mitigation Measure 3.8.1b

The construction contractor for each NBWRP Phase 2 element shall prepare and implement a Traffic Control/Traffic Management Plan subject to approval by the appropriate local jurisdiction prior to construction. The plan – prepared in accordance with the California *Manual on Uniform Traffic Control Devices* – shall be subject to approval by Caltrans for work occulting in Caltrans facilities. The plan shall:

1. Identify hours of construction (between 7:00 AM and 7:00 PM; no construction shall be permitted between 10:00 PM and 7:00 AM unless stipulated in coordination with responsible jurisdiction on a case-by-case basis);

2. Identify hours for deliveries;

3. Include a discussion of haul routes, limits on the length of open trench, work area delineation, traffic control and flagging;

4. Identify all access and parking restriction, pavement markings and signage requirements (e.g., speed limit, temporary loading zones);

5. Layout a plan for notifications and a process for communication with affected residents and businesses prior to the start of construction. Advance public notification shall include posting of notices and appropriate signage of construction activities. The written notification shall include the construction schedule, the exact location and duration of activities within each street (i.e., which lanes and access point/driveways would be blocked on which days and for how long), and a toll-free telephone number for receiving questions or complaints;

6. Include a plan to coordinate all construction activities with emergency service providers in the area at least one month in advance. Emergency service providers shall be notified of the timing, location, and duration of construction activities. All roads shall remain passable to emergency service vehicles at all times;

7. Include a plan to coordinate all construction activities with the appropriate local school district at least two months in advance. The school district shall be notified of the timing, location, and duration of construction activities. Coordinate with the appropriate local school district to identify peak circulation periods at schools along the alignment(s) (i.e., the arrival and departure of students), and require their contractor to avoid construction and lane closures during those periods. The construction contractor for each project component shall be required to maintain vehicle, pedestrian, and school bus service during construction through inclusion of such provisions in the construction contract. The assignment of temporary crossing guards at designated intersections may be needed to enhance pedestrian safety during project construction;

8. Include the requirement that all open trenches be covered with metal plates at the end of each workday to accommodate traffic and access; and

9. Specify the street restoration requirements pursuant to agreements with the local jurisdictions.

Mitigation Measure 3.8.1c

The appropriate Member Agency for each NBWRA Phase 2 element shall identify all roadway locations where special construction techniques (e.g., horizontal boring, directional drilling or night construction) will be used to minimize impacts to traffic flow.

Mitigation Measure 3.8.1d

The appropriate Member Agency for each NBWRA Phase 2 element shall develop circulation and detour plans to minimize impact to local street circulation. This may include the use of signing and flagging to guide vehicles through and/or around the construction zone.

Mitigation Measure 3.8.1e

The appropriate Member Agency for each NBWRA Phase 2 element shall encourage construction crews to park at staging areas to limit lane closures in the public right-of-way.

Mitigation Measure 3.8.1f

The appropriate Member Agency for each NBWRA Phase 2 element shall consult with the appropriate public transit service providers at least one month prior to construction to coordinate bus stop relocations (as necessary) and to reduce potential interruption of transit service.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Obtain local road encroachment permits for roads that are affected by construction activities. 2. Implement a traffic control plan which includes the following measures such as identifying hours of construction and deliveries; identifying access and parking restriction, pavement markings and signage requirements; and planning for notifications; coordinating all construction activities with emergency service providers; 3. Identify all roadway locations where special construction techniques (e.g., horizontal boring,	1. Incorporate permit regulations into contract specifications. 2. Incorporate traffic control plan measures into contract specifications. 3. Incorporate techniques into contract specifications. 4. Incorporate plans into contract specifications. 5. Incorporate parking restrictions into contract specifications. 6. Incorporate transit service notification into contract specifications.	1. Member Agency 2. Member Agency 3. Member Agency 4. Contractor/ Member Agency 5. Member Agency 6. Contractor	1. Prior to Construction 2. Prior to and During Construction 3. Prior to and During Construction 4. Prior to and During Construction 5. During Construction 6. Prior to Construction	Member Agency

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
directional drilling or night construction) will be used to minimize impacts to traffic flow. 4. Develop circulation and detour plans to minimize impact to local street circulation. This may include the use of signing and flagging to guide vehicles through and/or around the construction zone. 5. Encourage construction crews to park at staging areas to limit lane closures in the public right-of-way. 6. Consult with the appropriate public transit service providers at least one month prior to construction to coordinate bus stop relocations (as necessary) and to reduce potential interruption of transit service.				

Impact 3.8.2: Temporary Disruption to Access

Construction of NBWRP Phase 2 would temporarily disrupt circulation patterns near sensitive land uses (schools, hospitals, fire stations, police stations, and other emergency providers).

Mitigation Measure 3.8.2a

Pipeline construction near schools shall occur when school is not in session (i.e., summer or holiday breaks). If this is not feasible, a minimum of two months prior to project construction, the appropriate Member Agency for each NBWRA Phase 2 element shall coordinate with the appropriate local school district to identify peak circulation periods at schools along the alignment(s) (i.e., the arrival and departure of students), and require their contractor to avoid construction and lane closures during those periods.

Mitigation Measure 3.8.2b

A minimum of two months prior to project construction, the appropriate Member Agency for each NBWRP Phase 2 element shall coordinate with the appropriate local school district to identify alternatives to their Safe Routes to School program, alternatives for the school busing

routes and stop locations, and other circulation provisions, as part of the Traffic Control/Traffic Management Plan (see **Mitigation Measure 3.8.1a**).

Mitigation Measure 3.8.2c

Implement **Mitigation Measure 3.8.1b**.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Restrict pipeline construction near schools to times when school is not in session (i.e., summer or holiday breaks). If this is not feasible, coordinate with the appropriate local school district a minimum of two months prior to project construction to identify peak circulation periods at schools along the alignment(s) (i.e., the arrival and departure of students), and require the contractor to avoid construction and lane closures during those periods.	1. Incorporate restrictions for schools into construction schedule and construction specifications.	1. Member Agency	1. Prior to and During Construction	Member Agency

Impact 3.8.3: Temporary Disruption to Access

Construction of NBWRP Phase 2 would have temporary effects on alternative transportation or alternative transportation facilities.

Mitigation Measure 3.8.3

Implement **Mitigation Measure 3.8.1f**.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Implement Mitigation Measure 3.8.1f.	1. Incorporate transit service notification into contract specifications.	1. Member Agency	1. Prior to Construction	Member Agency

Impact 3.8.4: Temporary Potential Traffic Hazards

Construction of NBWRP Phase 2 would temporarily increase the potential for accidents on project roadways.

Mitigation Measure 3.8.4

Implement **Mitigation Measure 3.8.1b** through **3.8.1f**.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Implement Mitigation Measure 3.8.1b. 2. Implement Mitigation Measure 3.8.1c. 3. Implement Mitigation Measure 3.8.1d. 4. Implement Mitigation Measure 3.8.1e. 5. Implement Mitigation Measure 3.8.1f.	1. Incorporate traffic control plan measures into contract specifications. 2. Incorporate techniques into contract specifications 3. Incorporate plans into contract specifications. 4. Incorporate parking restrictions into contract specifications. 5. Incorporate transit service notification into contract specifications.	1. Member Agency 2. Contractor/ Member Agency 3. Member Agency 4. Contractor 5. Member Agency	1. Prior to and During Construction 2. Prior to and During Construction 3. Prior to and During Construction 4. During Construction 5. Prior to Construction	Member Agency

Impact 3.8.5: Road Wear

Construction of the NBWRP Phase 2 would increase wear and tear on the designated haul routes used by construction vehicles to access the project work sites.

Mitigation Measure 3.8.5

Roads damaged by construction shall be repaired to a structural condition equal to that which existed prior to construction activity as per conditions of the encroachment permit (see **Mitigation Measure 3.8.1a**).

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Obtain local road encroachment permits for roads that are affected by construction activities.	1. Incorporate permit regulations into contract specifications.	1. Member Agency	1. Prior to Construction	Member Agency

Air Quality

Impact 3.9.1: Construction Emissions of Criteria Pollutants

Construction of the NBWRP Phase 2 projects would result in criteria pollutant emissions that could exceed air quality standards or contribute substantially to an existing or projected air quality violation.

Mitigation Measure 3.9.1-1a: BAAQMD Basic Construction Measures

To limit dust, criteria pollutants, and precursor emissions associated with construction, the following BAAQMD-recommended Basic Construction Measures shall be implemented and included in all contract specifications for projects constructed under the Phase 2 Program:

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.

2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.

3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

4. All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).

5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.

6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.

7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.

8. Post a publicly visible sign with the telephone number and persons to contact at the North Bay Water Reuse Authority and/or the applicable member agency regarding dust complaints. These persons shall respond and take corrective action within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.

Mitigation Measure 3.9.1-1b: Additional Construction

The North Bay Water Reuse Authority and/or applicable member agency shall implement all feasible measures from the BAAQMD's Additional Construction Mitigation Measures listed below:

1. All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe.

2. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.

3. Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction. Wind breaks should have at maximum 50 percent air porosity.

4. Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.

5. The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time.

6. All trucks and equipment, including their tires, shall be washed off prior to leaving the site.

7. Site accesses to a distance of 100 feet from the paved road shall be treated with a 6 to 12-inch compacted layer of wood chips, mulch, or gravel.

8. Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than one percent.

9. Minimize the idling time of diesel powered construction equipment to 2 minutes.

10. The off-road diesel-powered equipment (more than 50 horsepower) to be used in the construction of any project (i.e., owned, leased, and subcontractor vehicles) under the Phase 2 Program shall be equipped with engines that achieve USEPA Tier 4 emissions standards.

11. Use low volatile organic compound (i.e., ROG) coatings beyond the local requirements (i.e., Regulation 8, Rule 3: Architectural Coatings).

12. Require that all construction equipment, diesel trucks, and generators be equipped with Best Available Control Technology for emission reductions of NOx and PM10.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Implement BAAQMD Basic Dust Control	1. Incorporate in contract	1. Contractor	1. During Construction	Member Agency

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
Measures. 2. Implement BAAQMD's Additional Construction Mitigation Measures	specifications and Sign-off on inspection report and/ or MMRP that measures are being implemented. 2. Incorporate in contract specifications and Sign-off on inspection report and/ or MMRP that measures are being implemented	2. Contractor	2. During Construction	

Impact 3.9.3: Conflict with Clean Air Plan

Construction of the NBWRP Phase 2 projects would result in emissions that could conflict with the 2017 Clean Air Plan.

Mitigation Measure 3.9.3

Implement **Mitigation Measures 3.9.1-1a** and **3.9.1-1b**.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Implement Mitigation Measure 3.9.1-1a. 2. Implement Mitigation Measure 3.9.1-1b.	1. Review contract specifications.	1. Contractor	1. Design and During Construction	Member Agency

Impact 3.9.4: Exposure of Sensitive Receptors

Construction of the NBWRP Phase 2 could expose sensitive receptors to toxic air contaminants, including diesel particulate matter emissions.

Mitigation Measure 3.9.4

Implement **Mitigation Measure 3.9.1-1b**.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Implement Mitigation Measure 3.9.1-1b.	1. Review contract specifications.	1. Contractor	1. Design and During Construction	Member Agency

Noise

Impact 3.11.1: Temporary Construction Noise

Construction activity would result in a substantial temporary increase in ambient noise levels in the vicinity of Program projects during construction.

Mitigation Measure 3.11.1: Construction Noise Reduction Measures (applies to Marin County Lower Novato Creek Project 1- Distribution Project)

The applicable Member Agency shall develop and implement a Construction Noise Reduction Plan. The Construction Noise Reduction Plan shall be submitted to the County of Marin for review and approval prior to construction. A disturbance coordinator shall be designated for the project to implement the provisions of the plan. At a minimum, the Construction Noise Reduction Plan shall implement the following measures:

1. Distribute to the potentially affected residences and other sensitive receptors within 100 feet of project construction boundary a "hotline" telephone number, which shall be attended during active construction working hours, for use by the public to register complaints. The distribution shall identify a noise disturbance coordinator who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaints and institute feasible actions warranted to correct the problem. All complaints shall be logged noting date, time, complainant's name, nature of complaint, and any corrective action taken. The distribution shall also notify residents adjacent to the project site of the construction schedule.

2. All construction equipment shall have intake and exhaust mufflers recommended by the manufacturers thereof, to meet relevant noise limitations.

3. Maintain maximum physical separation, as far as practicable, between noise sources (construction equipment) and sensitive noise receptors. Separation may be achieved by locating stationary equipment to minimize noise impacts on the community.

4. Impact tools (e.g., jack hammers, pavement breakers) used during construction activities will be hydraulically or electrically powered where feasible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used.

5. Use construction noise barriers such as paneled noise shields, blankets, or enclosures adjacent to noisy stationary equipment. Noise control shields, blankets or enclosures shall be made featuring a solid panel and a weather-protected, sound-absorptive material on the construction-activity side of the noise shield.

6. Truck hauling access routes to project sites along local roadways shall use roadways with the fewest residences feasible to minimize vehicle noise exposure to nearby residences.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Develop and Implement Construction Noise Reduction Plan. 2. Distribute "hotline" telephone numbers to sensitive receptors. 3. Designate a noise disturbance coordinator. 4. Use appropriate equipment. 5. Appropriately locate all stationary noise-generating equipment. 6. Designate roadways with fewest residences feasible.	1. Incorporate into contract specifications; sign-off on inspection report and/or MMRP. 2. Sign-off on inspection report and/or MMRP. 3. Incorporate into contract specifications; sign-off on inspection report and/or MMRP. 4. Incorporate into contract specifications; sign-off on inspection report and/or MMRP. 5. Incorporate into contract specifications; sign-off on inspection report and/or MMRP. 6. Incorporate into contract specifications; sign-off on inspection report and/or MMRP.	1. Contractor 2. Contractor 3. Contractor 4. Contractor 5. Contractor 6. Contractor 7. Contractor	1. Prior to and During Construction 2. At least two weeks Prior to Construction 3. Prior to Construction 4. During Construction 5. During Construction 6. During Construction	Novato Sanitary District

Impact 3.11.2: Violation of Established Standards during Construction

Construction activity would violate standards established in the local general plans or noise ordinances, and/or would adversely affect nearby sensitive receptors.

Mitigation Measure 3.11-2a: Construction Time-of-Day Restriction

All NBWRP Phase 2 project construction activities shall be limited to the acceptable hours identified within the applicable jurisdiction policies and/or municipal codes unless granted a special exemption by the applicable jurisdiction.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Implement acceptable construction hours.	1. Incorporate into construction specifications; Sign-off inspection report and/or MMRP.	1. Contractor	1. Prior to and During Construction	Member Agency

Impact 3.11.3: Temporary Vibration Impacts

Construction activity could expose sensitive receptors to excessive ground-borne vibration levels.

Mitigation Measure 3.11-3: Vibration Control

The construction contractor shall use a trenchless technology (e.g., horizontal directional drill, lateral drilling, etc.) other than jack-and-bore when there are historical building structures within 100 feet of the proposed activities and/or any building structure within 50 feet of the proposed activities. If the contractor provides the applicable Member Agency with acceptable documentation indicating that alternative trenchless technology is not feasible for the given crossing, the contractor shall develop and implement a Construction Vibration Mitigation Plan to minimize construction vibration damage using all reasonable and feasible means available, including siting the jack-and-bore as far as possible from all nearby structures. The plan shall provide a procedure for establishing thresholds and limiting vibration values for potentially affected structures based on an assessment of each structure's ability to withstand the loads and displacements due to construction vibrations. The plan shall also include the development of a vibration monitoring plan to be implemented during construction of a particular crossing.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Implement trenchless technology, when appropriate. 2. Develop a Construction Vibration Mitigation Plan in the event that trenchless technology is not feasible.	1. Incorporate into contract specifications. 2. Incorporate into contract specifications.	1. Contractor 2. Contractor	1. During Construction 2. Prior to and During Construction	Sonoma County Water Agency

Impact 3.11.5: Violation of Established Standards during Operations

Expose people to or generate noise levels in excess of standards established in the local general plan, noise ordinance, or applicable standards of other agencies during operations.

Mitigation Measure 3.11-5: Stationary – Source Noise Controls

The applicant applicable Member Agency shall retain an acoustical engineer to design stationary -source noise controls and ensure the applicable noise standards are met. Prior to operations of the stationary noise source, the applicable Member Agency shall conduct a single 24-hour noise monitoring survey to ensure compliance with local noise standards.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Design stationary – source noise controls and ensure applicable noise standards are met. 2. Conduct noise monitoring survey.	1. Incorporate into construction specifications; Sign-off inspection report and/or MMRP. 2. Incorporate survey results and recommendations into project contract specifications.	1. Contractor/ Acoustical Engineer 2. Contractor/ Acoustical Engineer	1. Prior to Construction 2. After Construction	Sonoma County Water Agency

Hazards and Hazardous Materials

Impact 3.12.2: Emit Hazardous Materials near a School

Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

Mitigation Measure 3.8.1b

Implement Mitigation Measure 3.8.1b as described in Section 3.8, Transportation and Traffic.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Implement a traffic control plan which includes the following measures such as identifying hours of construction and deliveries; identifying access and parking restriction, pavement markings and signage requirements; and planning for notifications; coordinating all construction activities with emergency service providers.	1. Incorporate traffic control plan measures into contract specifications.	1. Member Agency	1. Prior to Construction	Petaluma, American Canyon

Impact 3.12.3: Create Significant Hazards to the Public

Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment.

Mitigation Measure 3.12-3a: Health and Safety Plan

The construction contractor(s) shall prepare and implement a site-specific Health and Safety Plan as required by and in accordance with 29 CFR 1910.120 to protect construction workers and the public during all excavation and grading activities. The Health and Safety Plan shall include, but is not limited to, the following elements:

1. Designation of a trained, experienced site safety and health supervisor who has the responsibility and authority to develop and implement the site health and safety plan;

2. A summary of all potential risks to construction workers and maximum exposure limits for all known and reasonably foreseeable site chemicals;

3. Specified personal protective equipment and decontamination procedures, if needed;

4. Emergency procedures, including route to the nearest hospital; and

5. Procedures to be followed in the event that evidence of potential soil contamination (such as soil staining, noxious odors, debris or buried containers) is encountered. These procedures shall be in accordance with hazardous waste operations regulations and specifically include, but are not limited to, the following: immediately stopping work in the vicinity of the unknown hazardous materials release, notifying the appropriate regulatory agency, and retaining a qualified environmental firm to perform sampling and remediation, as needed.

Mitigation Measure 3.12-3b: Soil and Groundwater Management Plan

In support of the Health and Safety Plan described above, the construction contractor(s) shall develop and implement a Soil Management Plan that includes materials testing and disposal procedures specifying how the construction contractor will remove, handle, transport, and dispose of all excavated material in a safe, appropriate, and lawful manner. The plan shall identify protocols for soil testing, list action levels[2] to determine whether the soil may be reused or must be disposed of at an offsite facility permitted to accept the materials, identify the approved disposal site, and include written documentation that the disposal site will accept the waste. Contract specifications shall mandate full compliance with all applicable local, state, and federal regulations related to the identification, transportation, and disposal of hazardous materials, including those encountered in excavated soil.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Prepare and implement a site-specific Health and Safety Plan in accordance with 29 CFR 1910.120.	1. Incorporate plan requirements into construction specifications. 2. Incorporate plan	1. Contractor 2. Contractor	1. Prior to and During Construction 2. Prior to and During	Petaluma, American Canyon

[2] Action levels would include San Francisco Bay Regional Water Quality Control Board Environmental Screening Levels to identify soil requiring cleanup, and landfill hazardous and designated waste acceptance criteria.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
2. Develop and implement a Soil Management Plan.	requirements into construction specifications.		Construction	

Impact 3.12.5: Interfere with Emergency Response Plan

Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan during construction.

Mitigation Measure 3.8.1b through 3.8.1f

Refer to Impact 3.8.1 in Section 3.8, Transportation and Traffic.

Impact 3.12.6: Wildland Fire Hazard

Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands.

Mitigation Measure 3.12.6: Fire Safety Plan

Prior to construction, the construction contractor for each project component that would be within or adjacent to an area designated as susceptible to wildland fires shall prepare and implement a fire safety plan to reduce the potential for starting wildland fires during construction activities. The fire safety plan shall provide, but not be limited to, the following elements:

> In consultation with local fire agencies, a Fire Safety Plan will be developed for each of the service areas designated as susceptible to wildland fires. The Fire Safety Plans will describe various potential scenarios and action plans in the event of a fire. During project construction, all staging areas, welding areas, or areas slated for development using spark-producing equipment will be cleared of dried vegetation or other material that could ignite. Any construction equipment that includes a spark arrestor shall be equipped with a spark arrestor in good working order. All vehicles and crews working at the project sites shall have access to functional fire extinguishers at all times. In addition, construction crews will be required to have a spotter during welding activities to look out for potentially dangerous situations, including accidental sparks.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Prepare and implement a Fire Safety Plan.	1. Incorporate Fire Safety Plan into construction specifications.	1. Contractor	1. Prior to Construction	Marin Municipal Water District, Petaluma

Public Services and Utilities

Impact 3.13.1: Temporary Effect on Response Times for Emergency Service Providers

Project construction activities could temporarily affect response times for emergency service providers.

Mitigation Measure 3.13.1

The Member Agencies or Participating Municipalities will coordinate with local emergency service providers in its service area to inform them of the proposed construction activities and schedule, and provide temporary alternate access routes around construction areas as necessary.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Coordinate with local emergency providers to inform them of the proposed construction activities and schedule. 2. Provide alternate routes for emergency service providers around construction areas as necessary.	1. Incorporate into contract specifications 2. Sign-off on inspection report and/or MMRP	1. Member Agency/ Contractor 2. Contractor	1. Prior to construction 2. During Construction	Marin Municipal Water District, Petaluma, Sonoma Valley County Sanitation District, American Canyon

Impact 3.13.2: Short-term Police and Fire Assistance

Project construction activities could require short-term police and fire protection services to assist in traffic management or in the event of an accident.

Mitigation Measure 3.13.2

The Member Agency (i.e., project owner) or it construction contractor shall provide 72-hour notice to the local emergency service providers prior to construction of individual pipeline segments. The Member Agency or its construction contractor shall provide, upon request, a copy of the Traffic Control/Traffic Management Plan to the emergency service agencies for review prior to construction. Discussion on the Traffic Control/Traffic Management Plan is provided in Section 3.8, Transportation and Traffic.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Provide notice to local fire and police agencies to notify them of construction of individual segments of	1. Sign-off on inspection report and/or MMRP. 2. Sign-off on	1. Member Agency/ Contractor 2. Member Agency/ Contractor	1. 72 hours Prior to Construction at each site. 2. Prior to	Marin Municipal Water District, Novato Sanitary District, Petaluma, Sonoma Valley

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
pipeline. 2. Provide Traffic Control Plan to local emergency service providers for review.	inspection report and/or MMRP.		Construction.	County Sanitation District, Sonoma County Water Agency, American Canyon

Impact 3.13.3: Temporary Disruption to Utility Services

Project construction could result in temporary, planned, or accidental disruption to utility services.

Mitigation Measure 3.13.3

The Member Agencies (i.e., project owner) or its construction contractor shall identify utilities along the proposed pipeline routes and project sites prior to construction and implement the following measures:

a. Utility excavation or encroachment permits shall be obtained as required from the appropriate agencies. These permits include measures to minimize utility disruption. The service provider and its contractors shall comply with permit conditions regarding utility disruption.

b. Utility locations shall be verified through the use of the Underground Service Alert services and/or field survey.

c. As necessary, detailed specifications shall be prepared as part of the design plans to include procedures for the excavation, support, and fill of areas around utility cables and pipes. All affected utility services shall be notified of construction plans and schedule. Arrangements shall be made with these entities regarding protection, relocation, or temporary disconnection of services.

d. In areas where the pipeline would traverse parallel to underground utility lines within five feet, the project applicant shall employ special construction techniques, such as trench wall-support measures to guard against trench wall failure and possible resulting loss of structural support for the excavated areas.

e. Residents and businesses in the project corridor shall be notified of any planned utility service disruption two to four days in advance, in conformance with county and state standards.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Acquire utility	1. Comply with	1. Contractor/	1. Prior to	Marin Municipal

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
excavation or encroachment permits. 2. Verify utility locations using Underground Service Alert services and/or field survey. 3. Include procedures for excavation, support, and fill of areas around utility cables and pipes. 4. Coordinate with affected local utility services to notify them of the proposed construction activities and schedule. 5. Implement special construction techniques, as needed. 6. Notify residents and businesses in advance to inform them of proposed construction activities and schedule.	regulatory permit, Copies of approved permits will be available onsite. 2. Incorporate into contract specifications. 3. Incorporate in design and contract specifications 4. Incorporate into contract specifications; sign-off on inspection report and/or MMRP 5. Sign-off on inspection report and/or MMRP 6. Sign-off on inspection report and/or MMRP	Member Agency 2. Contactor 3. Contractor 4. Contractor/ Member Agency 5. Contractor 6. Contractor/ Member Agency	Construction 2. Prior to Construction 3. Prior to Construction 4. Prior to Construction 5. During Construction 6. Prior to Construction	Water District, Novato Sanitary District, Petaluma, Sonoma Valley County Sanitation District, Sonoma County Water Agency, American Canyon

Cultural Resources

Impact 3.14.1: Impacts or Adverse Effects to Archaeological Resources, Human Remains, and Tribal Cultural Resources

This impact discussion focuses on archaeological resources, human remains, and tribal cultural resources that are considered historical resources or unique archaeological resources (for the purposes of CEQA), or historic properties (for the purposes of the NHPA).

Mitigation Measure 3.14.1a: Inadvertent Discoveries

If prehistoric or historic-era archaeological resources are encountered, the contractor shall immediately cease all work within 100 feet of the discovery. Prehistoric archaeological materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include stone, concrete, or adobe footings and walls; filled wells or privies; and deposits of metal, glass, and/or ceramic refuse. After cessation of excavation, the contractor shall

immediately contact the NBWRA and the appropriate Member Agency. The contractor shall not resume work until authorization is received from the appropriate Member Agency.

1. In the event of unanticipated discovery of archaeological resources during construction, the Member Agency shall retain the services of a qualified professional archaeologist (defined as an archaeologist that meets the Secretary of the Interior's Standards) to evaluate the significance of the find prior to resuming any activities.

2. If it is determined that the Project could damage a historical resource or a unique archaeological resource (pursuant to CEQA) or a historic property (pursuant to NHPA), mitigation shall be implemented with a preference for preservation in place. This may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement. If the site cannot be avoided, a qualified professional archaeologist shall prepare and implement a detailed research design and treatment plan in consultation with the Member Agency and the affiliated Native American tribe(s), as appropriate. Treatment for most resources would consist of (but would not be not limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource to be impacted by the Project. The treatment plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals.

Mitigation Measure 3.14.1b: Discovery of Human Remains

If potential human remains are encountered, the appropriate Member Agency shall halt work in the vicinity of the find and contact the county coroner in accordance with PRC Section 5097.98 and Health and Safety Code Section 7050.5. If the coroner determines the remains are Native American, the coroner shall contact the Native American Heritage Commission. As provided in PRC Section 5097.98, the Commission shall identify the person or persons believed to be most likely descended from the deceased Native American. The most likely descendent makes recommendations for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98.

Mitigation Measure 3.14.1c: Cultural Resources Assessment for Staging Areas

When locations for staging are defined, the staging areas should be subject to a cultural resources investigation completed by a qualified professional archaeologist that includes, at a minimum:

1. An updated records search at the NWIC;

2. An intensive survey of the staging areas;

3. A report disseminating the results of this research;

4. Recommendations to avoid impacts to identified resources that qualify as historical resources, unique archaeological resources, tribal cultural resources, or historic properties; and

5. If resources cannot be avoided, provide recommendations for additional cultural resources work necessary to mitigate any adverse impacts to recorded and/or undiscovered cultural resources.

Mitigation Measure 3.14.1d: Cultural Resources Monitoring

Prior to authorization to proceed, or issuance of permits, the appropriate Member Agency shall prepare a cultural resources monitoring plan. Monitoring shall be required for all surface alteration and subsurface excavation work including trenching, boring, grading, use of staging areas and access roads, and driving vehicles and equipment within all areas delineated as sensitive for cultural resources. A qualified professional archaeologist shall prepare the plan. The plan shall address (but not be limited to) the following issues:

1. Training program for all construction and field workers involved in site disturbance;

2. Person(s) responsible for conducting monitoring activities, including Native American monitors, if necessary;

3. Person(s) responsible for overseeing and directing the monitors;

4. Schedule for submittal of monitoring reports and person(s) responsible for review and approval of monitoring reports;

5. Procedures and construction methods to avoid sensitive cultural resource areas (i.e. boring conduit underneath recorded or discovered cultural resource site);

6. Clear delineation and fencing of sensitive cultural resource areas requiring monitoring;

7. Physical monitoring boundaries;

8. Protocol for notifications in case of encountering of cultural resources, as well as methods of dealing with the encountered resources (e.g., collection, identification, curation);

9. Methods to ensure security of cultural resources sites;

10. Protocol for notifying local authorities (i.e. Sheriff, Police) should site looting and other illegal activities occur during construction.

If an intact archaeological deposit is encountered, all soil-disturbing activities within 100 feet of the find shall cease until the deposit is evaluated. The archaeological monitor shall immediately notify the appropriate Member Agency of the encountered archaeological resource. The protocol outlined in **Mitigation Measure 3.14.1a** and **Mitigation Measure 3.14.1b** would be implemented.

Mitigation Measure 3.14.1f: Program Elements and Storage Alternative: Cultural Resources Assessment

If this alternative is selected, the appropriate Member Agency will conduct a cultural resources investigation prepared by a qualified professional archaeologist that includes, at a minimum:

1. An updated records search at the NWIC;
2. An intensive cultural resources survey of the Project area;
3. A report disseminating the results of this research;
4. Recommendations to avoid impacts to identified resources that qualify as historical resources, unique archaeological resources, tribal cultural resources, or historic properties; and
5. Recommendations for additional cultural resources work necessary to mitigate any adverse impacts to recorded and/or undiscovered cultural resources.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Cease work within 100 feet of a find and inform the appropriate Member Agency in the event of an inadvertent discovery of cultural resources. 2. In the event of discovery of human remains, cease work and contact county coroner and NAHC if necessary. 3. Conduct cultural resources investigation for staging areas. 4. Prepare Cultural Resources Monitoring Plan. 5. Conduct a project-level Cultural Resources Assessment for program-level areas.	1. Copies of DPR 422 or 523 shall be retained in Member Agency files; incorporate recommendations for design modification if necessary. 2. Sign-off on inspection report and/ or MMRP; coordinate with NAHC. 3. Incorporate into contract specifications. 4. Incorporate into contract specifications. 5. Incorporate into contract specifications, and make recommendations for design modification if necessary.	1. Contractor/ Member Agency 2. Contractor/ Member Agency 3. Qualified Archaeologist 4. Qualified Archaeologist 5. Qualified Archaeologist	1. During Construction 2. During Construction 3. Prior to Construction 4. Prior to Construction 5. Following Project Design; Prior to Construction	Member Agency

Recreation

Impact 3.15.1: Temporary Disturbance

Project construction could result in short-term disturbance adjacent to recreational facilities.

Mitigation Measure 3.15.1a

The appropriate Member Agency shall coordinate with the appropriate local and regional agencies to identify detour routes for the bikeways and trails during construction where feasible, as part of the Traffic Control/Traffic Management Plan (see **Measure 3.8.1**). In addition, the Member Agency shall conduct outreach to notify the public of closures, detours, etc.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Identify and establish detours for disrupted bikeways and trails. 2. Implement Mitigation Measure 3.8.1a. 3. Conduct outreach to notify the public of closures, detours, etc.	1. Coordination with local and regional agencies. 2. Incorporate in contract specifications and Sign-off on inspection report and/ or MMRP that measures are being implemented. 3. Incorporate into contract specifications; sign-of on inspection report and/or MMRP.	1. Contractor/ Member Agency 2. Contractor 3. Contractor	1. Prior to and During Construction 2. Design and Prior to Construction 3. Prior to Construction	Petaluma, Sonoma Valley County Sanitation District, American Canyon

Aesthetics

Impact 3.16.2: Impact to Views Along Scenic Roadways

Implementation of NBWRP could affect views along eligible or designated Caltrans Scenic Highways or locally-defined scenic routes.

Mitigation Measure 3.16.2a

Following construction activities, disturbed areas shall be restored to baseline conditions, by repaving roadways, replanting trees, and/or reseeding with a native seed mix typical of the immediately surrounding area.

Mitigation Measure 3.16.2b

Berms around constructed reservoirs shall be vegetated with native seed mixes to soften the visual effect of the reservoirs from adjacent roadways.

Mitigation Measure 3.16.2c

Design elements shall be incorporated to enhance visual integration of the pump stations and other above ground structures with their surroundings. Proposed facilities shall be painted low-glare earth-tone colors that blend with the surrounding terrain. Highly reflective building materials and/or finishes shall not be used in the designs for proposed facilities.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Restore disturbed areas to baseline conditions. 2. Vegetate berms with native seed mixes. 3. Paint facilities low-glare earth-tone colors and refrain from using highly reflective building materials.	1. Inspect final site conditions after construction and verify its condition is it equivalent to that prior to construction. Incorporated into construction specifications. 2. Review construction specifications and landscape design. 3. Review construction specifications.	1. Contractor/ Member Agency 2. Contractor 3. Contractor	1. After Construction 2. Design and During Construction 3. Design and During Construction	Novato Sanitary District, Petaluma, Sonoma Valley County Sanitation District, American Canyon

Impact 3.16.3: Source of Light or Glare

NBWRP components could introduce new sources of light and glare on the project sites.

Mitigation Measure 3.16.3a

The exterior lighting installed around the operational and capacity storage reservoirs, distribution pump station, storage tanks, and booster pump station shall be of a minimum standard required to ensure safe visibility. Lighting also shall be shielded and directed downward to minimize impacts of light and glare.

Mitigation Measure 3.16.3b

All exterior lighting is directed downward and oriented to ensure that limited light source is directly visible from neighboring residential areas. If necessary, landscaping would be provided around proposed facilities. The vegetation would be selected, placed, and maintained to minimize off-site light and glare onto surrounding areas.

Mitigation Measure 3.16.3c

Dark colored, non-reflective building materials should be used for project components that cause potentially significant impact from glare to visual resources.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Incorporate shielded, downward-oriented, low intensity light sources in design. 2. Plant vegetation to act as a natural buffer around areas that require lighting. 3. Incorporate dark colored, non-reflective building material in design.	1. Review construction specifications. 2. Review construction specifications. 3. Review construction specifications.	1. Member Agency 2. Member Agency 3. Member Agency	1. During Design 2. During Design and After Construction 3. During Design and During Construction	Napa Sanitation District

Impact 3.16.4: Long-term Impact to Aesthetic Character

Development of the proposed facilities, particularly pump stations and storage reservoirs, would permanently alter the aesthetic character of the project area.

Mitigation Measure 3.16.4a

Following construction activities, disturbed areas shall be restored to baseline conditions, by repaving roadways, replanting trees, and/or reseeding with a native seed mix typical of the immediately surrounding area.

Mitigation Measure 3.16.4b

Design elements shall be incorporated to enhance visual integration of the pump stations or other project-related above ground structures with their surroundings. Proposed facilities shall be painted low-glare earth-tone colors that blend with the surrounding terrain. Highly reflective building materials and/or finishes shall not be used in the designs for proposed facilities.

Mitigation Measure 3.16.4c

After construction of any facility that is above grade and visible to sensitive receptors, visual screening and vegetation measures will be implemented to reduce impacts to scenic views. Trees or other suitable vegetation along the fenceline of the facility should be incorporated to reduce the industrial appearance of the structures. Similarly, berms for new storage ponds or pond reconfiguration will be re-vegetated to reduce the barren appearance of the berms.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Restore disturbed areas to baseline conditions. 2. Paint facilities low-glare earth-tone colors and refrain from using highly reflective building materials. 3. Incorporate trees and other vegetation along fence line of facility. Vegetate berms.	1. Inspect final site conditions after construction and verify its condition is it equivalent to that prior to construction. Incorporated into construction specifications. 2. Review construction specifications. 3. Review construction specifications and landscape design.	1. Contractor/ Member Agency 2. Contractor 3. Contractor	1. After Construction 2. Design and During Construction 3. Design and During Construction	Marin Municipal Water District, Petaluma, Sonoma Valley County Sanitation District, American Canyon, Napa Sanitation District

Energy Conservation

Impact 3.17.1 Wasteful Use of Fuel and Energy

Use large amounts of fuel and energy in an unnecessary, wasteful, or inefficient manner during construction and decommissioning.

Mitigation Measures 3.9.1-1a and 3.9.1-1b

Refer to Impact 3.9.1 in Section 3.9, Air Quality

Environmental Justice

Impact 3.18.1 Disproportionate Impacts to Minority or Low-Income Populations

Project construction could result in significant environmental impacts that could disproportionately affect minority or low-income populations.

Mitigation Measures 3.9.1-1a and 3.9.1-1b

Refer to Impact 3.9.1 in Section 3.9, Air Quality

Cumulative Impacts

Impact 4.1. Construction-related Cumulative Impacts.

Concurrent construction of several projects within the Sonoma, Napa, and Marin County areas could result in cumulative short-term impacts associated with construction activities. If implemented at the same time as other construction projects, construction of facilities could contribute to potential short-term cumulative effects associated with erosion, cultural resource

disturbance, disturbance of adjacent land uses, traffic disruption, dust generation, construction noise, aesthetics, air quality, biological resources, hazardous materials, water quality, public services and utilities. However, construction-related impacts would not result in long term alteration of the environment, and could be mitigated to less than significant levels through the use of mitigation measures identified throughout Chapter 3.

Mitigation Measure 4.1

The Member Agencies shall coordinate construction activities along selected alignments to identify overlapping pipeline routes, project areas, and construction schedules. To the extent feasible, construction activities shall be coordinated to consolidate the occurrence of short-term construction-related impacts.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Coordinate construction activities to identify overlapping routes and construction schedules.	1. Incorporate into contract specifications.	1. Member Agency	1. Prior to Construction	Member Agency

Impact 4.5. Cumulative Long-Term Impacts on Biological Resources

Concurrent construction of NBWRP Phase 2 with other projects proposed in the Sonoma, Napa, and Marin County area, and other water and wastewater infrastructure projects, could result in cumulative long-term impacts to biological resources.

Mitigation Measures in Section 3.6, Biological Resources

Refer to Section 3.6, Biological Resources.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Implement Mitigation Measure 3.6.1. 2. Implement Mitigation Measure 3.6.2. 3. Implement Mitigation Measure 3.6.3. 4. Implement Mitigation Measure 3.6.4. 5. Implement Mitigation Measure 3.6.5. 6. Implement Mitigation Measure 3.6.6. 7. Implement Mitigation Measure 3.6.7.	1. Comply with regulatory permit; Sign-off on inspection report and/ or MMRP. 2. Comply with regulatory permit; Sign-off on inspection report and/ or MMRP. 3. Comply with regulatory permit; Sign-off on inspection report and/ or MMRP. 4. Incorporate into contract specifications; Comply with CDFW guidelines; Sign-off on inspection report and/or MMRP. 5. Incorporate into contract specifications; Comply with regulatory permit; Sign-off on inspection report and/ or MMRP. 6. Comply with CDFW protocol; Sign-off on inspection report and/ or MMRP. 7. Comply with City and County Tree ordinances; Sign-off on inspection report and/ or MMRP.	1. Member Agency/ Contractor 2. Member Agency/ Contractor 3. Member Agency/ Contractor 4. Contractor/ Qualified Biologist 5. Member Agency/ Contractor/ Qualified Biologist 6. Member Agency/ Qualified Biologist 7. Member Agency/ Certified Arborist	1. Prior to and During Construction 2. Prior to and During Construction 3. Prior to and During Construction 4. Prior to and During Construction 5. Prior to and During Construction 6. Prior to and During Construction 7. Prior to and After Construction	Member Agency

Impact 4.7. Cumulative Impacts from Greenhouse Gas Emissions

Concurrent operation of NBWRP Phase 2 with other projects could result in a cumulatively considerable net increase in GHG emissions or criteria pollutants for which the region is in non-attainment under applicable standards.

Mitigation Measures in Section 3.9, Air Quality

Refer to Section 3.9, Air Quality.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Implement Mitigation Measure 3.9.1-1a. 2. Implement Mitigation Measure 3.9.1-1b. 3. Implement Mitigation Measure 3.9.3. 4. Implement Mitigation Measure 3.9.4.	1. Incorporate in contract specifications and Sign-off on inspection report and/ or MMRP that measures are being implemented 2. Incorporate in contract specifications and Sign-off on inspection report and/ or MMRP that measures are being implemented 3. Incorporate in contract specifications and Sign-off on inspection report and/ or MMRP that measures are being implemented 4. Incorporate in contract specifications and Sign-off on inspection report and/ or MMRP that measures are being implemented	1. Contractor 2. Contractor 3. Contractor 4. Contractor	1. During Construction 2. During Construction 3. During Construction 4. During Construction	Member Agency

Impact 4.8. Cumulative Long-Term Impacts on Cultural and Historic Resources

Concurrent operation of NBWRP Phase 2 with other projects proposed in the Sonoma, Napa, and Marin County area and other water and wastewater infrastructure projects could result in cumulative long-term impacts to cultural resources.

Mitigation Measures in Section 3.14, Cultural Resources and Tribal Cultural Resources

Refer to Section 3.14, Cultural Resources and Tribal Cultural Resources.

Implementation Procedure	Monitoring and Reporting Actions	Monitoring Responsibility	Monitoring Schedule	Responsible Agency
1. Implement Mitigation Measure 3.14.1a. 2. Implement Mitigation Measure 3.14.1b. 3. Implement Mitigation Measure 3.14.1c. 4. Implement Mitigation Measure 3.14.1d. 5. Implement Mitigation Measure 3.14.1e.	1. Copies of DPR 422 or 523 shall be retained in Member Agency files; incorporate recommendations for design modification if necessary. 2. Sign-off on inspection report and/ or MMRP; coordinate with NAHC. 3. Incorporate into contract specifications. 4. Incorporate into contract specifications. 5. Incorporate into contract specifications, and make recommendations for design modification if necessary.	1. Contractor/ Member Agency 2. Contractor/ Member Agency 3. Qualified Archaeologist 4. Qualified Archaeologist 5. Qualified Archaeologist	1. During Construction 2. During Construction 3. Prior to Construction 4. Prior to Construction 5. Following Project Design; Prior to Construction	Member Agency

Growth Inducement and Secondary Effects of Growth

Impact 5.1. Direct and Indirect Impacts on Growth

The NBWRP Phase 2 would provide recycled water for urban, agricultural, and environmental uses, and as such, would contribute to the provision of adequate water supply to support a level of growth that is consistent with the amount planned and approved within the General Plans of Marin, Sonoma and Napa Counties. No appreciable growth in population or employment would occur as a direct result of construction or operation of the proposed facilities. However, development under the General Plans accommodated by the proposed project could result in secondary environmental effects, which include effects that could be significant and unavoidable.

Mitigation Measure 5.1a

No additional mitigation measures required.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 3
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency, Occidental County Sanitation District

Board Agenda Date: August 14, 2018

Vote Requirement: 4/5

Department or Agency Name(s): Sonoma County Water Agency and Occidental County Sanitation District

Staff Name and Phone Number:
Kevin Booker, 521-1865

Supervisorial District(s):
Fourth & Fifth

Title: Budget Resolutions for the Occidental County Sanitation District and the Airport-Larkfield-Wikiup Sanitation Zone

Recommended Actions:

A) Adopt a Resolution authorizing adjustment to the Board Adopted Budget for Fiscal Year 2018-2019 for the Sonoma County Water Agency's Airport-Larkfield-Wikiup Sanitation Zone, in the amount of $420,000.
B) Adopt a Resolution authorizing adjustment to the Board Adopted Budget for Fiscal Year 2018-2019 for the Occidental County Sanitation District, in the amount of $90,000.
C) Authorize Sonoma County Water Agency's General Manager to approve change orders with TerraCon Constructors Inc for construction of backwash discharge piping and the compliance bypass piping at Airport-Larkfield-Wikiup Sanitation Zone Treatment Plant. The work involves a not to exceed amount of $150,000 to install piping for compliance with California Code of Regulations Title 22 requirements.

Executive Summary:

The Occidental County Sanitation District Wastewater Transport Compliance Project includes construction of a fill and receiving station at the Occidental County Sanitation District (District) and the Airport-Larkfield-Wikiup Sanitation Zone (Zone) Treatment Plant respectively. The Transport Compliance Project is currently under construction and is anticipated to be completed this fall. The construction of the stations will allow the transfer of untreated wastewater from the District to the Zone for treatment, storage, and disposal. The project will eliminate discharge of secondary-treated effluent into Graham's Pond (a headwaters to Dutch Bill Creek).

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This item requests approval of resolutions authorizing adjustments to the Airport-Larkfield-Wikiup Sanitation Zone (Zone) budget to fund the Zone's share of the TerraCon Constructors, Inc. agreement for construction of a wastewater receiving facility and recycled water fill station at the treatment plant, and to increase appropriations for the Occidental County Sanitation District's share of the project by $90,000.

On February 6, 2018, the Board of Directors of the Occidental County Sanitation District (District) awarded and authorized the Chair to execute a contract with TerraCon Constructors, Inc. for $1,292,704 for construction of the District's Wastewater Transport Compliance Project. The Board agenda item underestimated the amount of appropriations the District had available for the project by $90,000. Also, following award, change orders increased the Wastewater Transport Compliance Project costs by $150,000 to $1,442,704. Of the $1,442,704 project cost, $402,704 represents the Zone's share for construction of the wastewater receiving station; a recycled water fill station; installation of the backwash discharge piping and the compliance bypass projects all occurring at the Zone's Treatment Plant. The Zone is also requesting $17,296 for possible future change orders bringing appropriations to a total of $420,000.

Discussion:

On February 6, 2018, the Board awarded and authorized the Chair to execute a contract with TerraCon Constructors, Inc. for $1,292,704 for construction of the Occidental County Sanitation District (District) Wastewater Transport Compliance Project. The Transport Compliance Project will allow wastewater from the District to be transferred to and treated at the Airport-Larkfield-Wikiup Sanitation Zone (Zone). In addition, the Zone will have a new recycled water fill station constructed.

Subsequent to the award of the District's Transport Compliance Project, the Zone added the backwash discharge piping project and the compliance bypass project to the District's Transport Compliance Project. The addition of these two small construction projects will result in compliance with Title 22 requirements and improve water quality influent to the micro filtration process at the Zone's Treatment Plant. The backwash water is being temporarily discharged above ground through large PVC pipe to an existing manhole. The permanent relocation will move the backwash discharge to the first lagoon which will: 1) improve water quality by allowing the biological processes to fulfill as much treatment prior to the micro filtration process; 2) eliminate existing safety hazards (trips, falls, failure of above ground pipe) surrounding the temporary PVC installation; and 3) eliminate additional pumping and electrical requirements. The compliance bypass will bring the tertiary recycled water process into compliance with Title 22 requirements (state guidelines for how treated and recycled water is discharged and used) and allow operational improvements in determining compliance and/or micro filtration failures.

The new total project cost including change orders is $1,442,704. The District's and Zone's share of construction costs is $1,040,000 and $402,704, respectively. The zone is requesting an additional $17,296 for possible future change orders. The District underestimated the amount of appropriations available for the project and is requesting an additional $90,000 from available District fund balance to fully implement the District's share of the wastewater receiving and recycled water fill stations at the Zone's treatment plant. In addition to receiving waste from the District, the Zone will allow private septic haulers to use the facility for a fee. Likewise, when completed the recycled water fill station will allow users to use recycled water for construction, landscaping, and agricultural purposes. The backwash discharge piping project and the compliance bypass project will improve the Zone's Treatment Plant efficiency.

Prior Board Actions:

02/18/2018	Awarded the Occidental County Sanitation District Wastewater Transport Compliance Project to TerraCon Constructors for $1,292,704.

12/12/2017	Board Action approving project, determining no significant effect on environment, approving the Initial Study and Negative Declaration, and authorizing filing of Notice of Determination.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Waste Water Treatment and Water Reuse, Goal 1: Improve operational reliability of wastewater treatment and water reuse systems.
This item will allow for efficient use of the wastewater facilities while helping to expand the use of recycled water.

Fiscal Summary

Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses			
Additional Appropriation Requested	$510,000		
Total Expenditures	**$510,000**		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance	$510,000		
Contingencies			
Total Sources	**$510,000**		

Narrative Explanation of Fiscal Impacts:

With Board approval, FY 2018/2019 appropriations from fund balance in the amount of $420,000 for the Zone and $90,000 for the District will be made available in the Zone's and District's Construction Funds pursuant to the attached budgetary resolutions (Attachment R1 and R2).

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
N/A			

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:
Resolution R1 Resolution R2
Related Items "On File" with the Clerk of the Board:

rw S:\Agenda\agrees\08-14-2018 WA Budget Resolution for Occidental CSD and ALW SZ__summ.docm

CF/70-706-10 Budget (ID 1935)
CF/70-704-10 Budget/Personnel (ID 1859)
Proj/Occidental CSD Wastewater Transport Compliance Project 70-704-7 #2

Item Number:

Date: August 14, 2018 Resolution Number:

☑ 4/5 Vote Required

Resolution Of The Board Of Directors of the Sonoma County Water Agency authorizing adjustment to the Board Adopted Budget for Fiscal Year 2018-2019 for the Sonoma County Water Agency's Airport-Larkfield-Wikiup Sanitation Zone, in the amount of $420,000

Whereas, the Board of Directors of the Sonoma County Water Agency (Water Agency) adopted the Water Agency Fiscal Year 2018-2019 budget on June 15, 2018; and

Whereas, Sections 29088 through 29092 of the Government Code, State of California allow for adjustments to the Fiscal Year 2018-2019 Adopted Budget; and

Whereas, the Water Agency desires to adjust the Fiscal Year 2018-2019 Adopted Budget for the Airport-Larkfield-Wikiup Sanitation Zone Construction Fund in the amount of $420,000 for the wastewater receiving facility and recycled water fill station project at the treatment plant; and

Whereas, a resolution from the Water Agency's governing board authorizing such budget adjustment is required.

Now, Therefore, Be It Resolved that the County Auditor-Controller-Treasurer-Tax Collector and the County Administrator are hereby authorized and directed to complete the budgetary and accounting transfers and adjustments to the Sonoma County Water Agency (Water Agency) Fiscal Year 2018-2019 budget as follows:

Fiscal Year 2018-2019 Expenditures		**Amount**
44710-33100200	**Airport-Larkfield Wikiup Sanitation Zone Construction Fund**	
19832	CIP Infrastructure	420,000
	Total Expenditures	420,000
Fiscal Year 2018-2019 Funding Sources		
44710-33100200	**Airport-Larkfield Wikiup Sanitation Zone Construction Fund**	
	Fund Balance	420,000
Total Funding Sources		**420,000**

Directors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

Item Number: _____

Date: August 14, 2018 Resolution Number: _____

☑ 4/5 Vote Required

Resolution Of The Board Of Directors of the Occidental County Sanitation District Authorizing adjustment to the Board Adopted Budget for Fiscal Year 2018-2019 for the Occidental County Sanitation District, in the amount of $90,000

Whereas, the Board of Directors of the Occidental County Sanitation District (District) adopted the Fiscal Year 2018-2019 budget on June 15, 2018; and

Whereas, Sections 29088 through 29092 of the Government Code, State of California allow for adjustments to the Fiscal Year 2018-2019 Adopted Budget; and

Whereas, the District desires to adjust the Fiscal Year 2018-2019 Adopted Budget for the District's Construction Fund in the amount of $90,000 for the Transport Compliance Project; and

Whereas, a resolution from the District's governing board authorizing such budget adjustment is required.

Now, Therefore, Be It Resolved that the County Auditor-Controller-Treasurer-Tax Collector and the County Administrator are hereby authorized and directed to complete the budgetary and accounting transfers and adjustments to the District's Fiscal Year 2018-2019 budget as follows:

Fiscal Year 2018-2019 Expenditures		
43102-33060200	**Occidental County Sanitation District Construction Fund**	
19832	CIP Infrastructure	90,000
	Total Expenditures	90,000
Fiscal Year 2018-2019 Funding Source		
43102-33060200	**Occidental County Sanitation District Construction Fund**	
	Fund Balance	90,000
	Total Funding Sources	90,000

Directors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 4
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors and Water Agency Board of Directors

Board Agenda Date: August 14, 2018

Vote Requirement: 4/5

Department or Agency Name(s): Sonoma County Water Agency and Permit and Resource Management

Staff Name and Phone Number:

Jennifer Barrett 565-2336
Dave Manning 547-1988

Supervisorial District(s):

District 4 and District 5

Title: Hanson Russian River Flood Plain Restoration

Recommended Actions:

a. Authorize the General Manager of the Sonoma County Water Agency to execute a funding agreement with the California Coastal Conservancy not to exceed $100,000 for additional groundwater and surface water studies related to the Master Restoration Plan; and,
b. Adopt a resolution authorizing adjustments to the Board adopted Sonoma County Water Agency Budget for Fiscal Year 2018-2019 for the Russian river Projects Fund in the amount of $100,000.

Executive Summary: The Hanson Russian River Floodplain Restoration Project (Project) is a public/private partnership project between Endangered Species Habitat (a nonprofit organization), NOAA Fisheries, the California Coastal Conservancy, and the County of Sonoma with the goal of transforming former gravel pits to a restored floodplain connected to the Russian River just west of the Town of Windsor. The proposed planning phase is currently underway to develop a Master Restoration Plan for the 357-acre site that will transform the property from a monotypic landscape of retired gravel pits to a restored river floodplain including a mosaic of aquatic, riparian and other natural habitats, as well as public access facilities including trails, parking area, non-motorized boat launch, and campground. The Project would serve as a demonstration project that could be brought to scale and apply to another terrace mining site on the west side of the Russian River as well as, other sites throughout the western United States. The Sonoma County Water Agency (Sonoma Water) is part of the technical advisory team, along with Permit Sonoma, which has recommended additional studies of potential groundwater and surface water interactions. A funding agreement between Sonoma Water the California Coastal Conservancy for an additional $100,000 would augment the $350,000 already allocated by the California Coastal Conservancy for the project development/planning phase.

Discussion: The project development and planning phase will evaluate and advance the results from the Hanson Russian River Ponds Floodplain Restoration: Feasibility Study and Conceptual Design, a feasibility study conducted

by EHC, NOAA Fisheries and the United States Geological Survey (http://scc.ca.gov/webmaster/ftp/pdf/sccbb/2016/1609/20160929Board08_Russian_River_Floodplain_Restoration_Ex3.pdf). The feasibility study provided planning and technical feasibility assessments for ecosystem restoration, flood hazard reduction, and water quality improvement at the Project site, including a range of alternatives. This phase of the Project will further evaluate that range of Project alternatives, then work with Project partners, stakeholders, and local landowners to analyze constraints, constructability and develop a 30% design for the selected alternative. The Environmental Review and Permitting phase will begin once the Master Restoration Plan applications are submitted to Permit Sonoma. Permit Sonoma will lead the Use Permit process and complete environmental review for the proposed project utilizing much of the information gathered during the Project development process.

The California Coastal Conservancy has funded the planning process, but additional analysis is recommended by Permit Sonoma to complete groundwater modeling and further analysis of the potential effects on the County's groundwater and surface water resources. Sonoma Water's intake facilities are located just downstream of the Project site and the Town of Windsor's well field is located just north of the Project site. The County and Sonoma Water would benefit from gaining a clearer understanding of the effects of the river floodplain on water quality in the river and the enhanced floodplain habitat would benefit Russian River fish and wildlife.

Prior Board Actions:

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Restoration of the former gravel pits to a connected flood plain would have important ecological benefits and would provide additional recreational opportunities.

Fiscal Summary			
Expenditures	**FY 17-18 Adopted**	**FY 18-19 Projected**	**FY 19-20 Projected**
Budgeted Expenses			
Additional Appropriation Requested	$100,000		
Total Expenditures	**$100,000**		
Funding Sources			
General Fund/WA GF			
State/Federal			
SCWA Water Rate Fees	$100,000		
Use of Fund Balance			
Contingencies			
Total Sources	**$100,000**		

Narrative Explanation of Fiscal Impacts:

Additional FY 2018/2019 appropriations of $100,000 are required to process this expense for the Water Agency's Russian River Projects Fund. A budgetary resolution has been submitted with this item.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Draft Resolution
Attachment A: Funding Agreement

Related Items "On File" with the Clerk of the Board:

County of Sonoma
State of California

Item Number: _____

Date: August 14, 2018 Resolution Number: _____

☑ 4/5 Vote Required

Resolution Of The Board Of Directors of the Sonoma County Water Agency Authorizing Adjustments to the Board Adopted Budget for Fiscal Year 2018-2019 for the Russian River Projects Fund in the Amount of $100,000.

Whereas, the Board of Directors of the Sonoma County Water Agency (Water Agency) adopted the Water Agency Fiscal Year 2018-2019 budget on June 15, 2018; and

Whereas, Sections 29088 through 29092 of the Government Code, State of California allow for adjustments to the Fiscal Year 2018-2019 Adopted Budget; and

Whereas, the Water Agency desires to adjust the Fiscal Year 2018-2019 Adopted Budget for the Russian River Projects Fund in the amount of $100,000 for a funding agreement with the State Coastal Conservancy for groundwater and surface water studies for the Hanson Russian River Flood Plain Restoration Project; and

Whereas, a resolution from the Water Agency's governing board authorizing such budget adjustment is required.

Now, Therefore, Be It Resolved that the County Auditor-Controller-Treasurer-Tax Collector and the County Administrator are hereby authorized and directed to complete the budgetary and accounting transfers and adjustments to the Sonoma County Water Agency (Water Agency) Fiscal Year 2018-2019 budget as follows:

Fiscal Year 2018-2019 Expenditures		Amount
44105-33030300	**Russian River Projects Fund**	
51803	Other Contract Services	100,000
	Total Expenditures	100,000
Fiscal Year 2018-2019 Funding Sources		
44105-33030300	**Russian River Projects Fund**	
	Fund Balance	100,000
	Total Funding Sources	100,000

BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

Resolution No. _____

For accessibility assistance with this document, please contact the Sonoma County Water Agency Technical Writing Section at (707) 547-1900, Fax at (707) 544-6123, or TDD through the California Relay Service (by dialing 711).

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Agreement for Funding of Hanson Russian River Floodplain Restoration Project

This grant agreement ("Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Water Agency"), and **California State Coastal Conservancy**, a State agency ("Recipient"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 6 (Term of Agreement).

R E C I T A L S

A. The Hanson Russian River Floodplain Restoration Project (Project) is a public/private partnership project between Endangered Species Habitat (nonprofit organization), NOAA Fisheries, County of Sonoma (Permit Sonoma), and Recipient. In support of the Project, Recipient has provided a grant to the nonprofit organization to restore a portion of the Russian River.

B. The goal of the Project is to transform former gravel pits to a restored floodplain connected to the Russian River just west of the Town of Windsor.

C. Water Agency is part of the technical advisory team, along with Permit Sonoma, which has recommended additional studies of potential groundwater and surface water interactions.

D. Water Agency's intake facilities are located just downstream of the Project site and Town of Windsor's well field is located just north of the Project site.

E. Permit Sonoma and Water Agency would benefit from gaining a clearer understanding of the effects of the Project on water quality in the river and how the enhanced floodplain habitat would benefit Russian River fish and wildlife.

F. Under this Agreement Water Agency is funding $100,000 for additional analysis to be performed by the nonprofit organization.

In consideration of the foregoing recitals and the mutual covenants contained herein, the Water Agency and the Recipient ("Parties") hereto agree as follows:

A G R E E M E N T

1. RECITALS

1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

2.1. The following exhibits are attached hereto and incorporated herein: Exhibit A (Insurance Requirements)

3. COORDINATION

3.1. Cooperation with Water Agency. Recipient shall coordinate the work with Water Agency's Project Manager. Contact information and mailing addresses are as follows:

Water Agency	Recipient
Project Manager: Don Seymour 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-547-1925 Email: Donald.Seymour@scwa.ca.gov	Contact: Michael Bowen 1515 Clay Street, 10th Floor Oakland, CA 94612-1401 Phone: 510-286-1015 Email: Michael.Bowen@scc.ca.gov
Remit invoices to: Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	**Remit payments to:** Same address as above

4. RECIPIENT'S RESPONSIBILITIES

Recipient or the nonprofit organization shall complete the following:

4.1. General. Recipient agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws.

4.2. Scope of Work. Recipient or the nonprofit organization will perform studies of potential groundwater and surface water interactions at the Project site including, but not limited to, groundwater modeling and further analysis of the potential effects on groundwater and surface water resources. Tasks include data collection and analysis, hydrogeologic conceptual model update, steady-state groundwater flow model development, groundwater flow model calibration and scenarios, water quality evaluation, technical memo(s), and meetings.

4.3. Content Online Accessibility.

a. *Accessibility:* Water Agency policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

b. *Standards:* Those responsible for preparing content intended for use or publication on a Water Agency/County-managed or Water Agency/County-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Water

Agency's Web Site Accessibility Policy located at http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/.

c. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Recipient or the nonprofit organization shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).

d. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Recipient or the nonprofit organization shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Recipient agrees to cooperate with Water Agency staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.

e. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Water Agency's Web Site Accessibility Policy shall be the responsibility of Recipient. If Water Agency, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Water Agency/County-managed or Water Agency/County-funded Web site does not comply with Water Agency Accessibility Standards, Water Agency will promptly inform Recipient in writing. Upon such notice, Recipient or the nonprofit organization shall, without charge to Water Agency, repair or replace the non-compliant materials within such period of time as specified by Water Agency in writing. If the required repair or replacement is not completed within the time specified, Water Agency shall have the right to do any or all of the following, without prejudice to Water Agency's right to pursue any and all other remedies at law or in equity:

   i. Cancel any delivery or task order;

   ii. Terminate this Agreement pursuant to the provisions of Paragraph 7; and/or

   iii. In the case of custom Electronic and Information Technology (EIT) developed by Recipient for Water Agency, Water Agency may have any necessary changes or repairs performed by itself or by another contractor. In such event, Recipient shall be liable for all expenses incurred by Water Agency in connection with such changes or repairs.

f. *Water Agency's Rights Reserved:* Notwithstanding the foregoing, Water Agency may accept deliverables that are not strictly compliant with Water Agency Accessibility Standards if Water Agency, in its sole and absolute discretion, determines that acceptance of such products or services is in Water Agency's best interest.

4.4. Insurance. With respect to performance of work under this Agreement, Recipient and the nonprofit organization shall require all of its consultants, subcontractors, and other agents to maintain insurance as described in Exhibit A (Insurance Requirements).

4.5. Invoices. Recipient shall bill Water Agency upon execution of this Agreement with an invoice that is clearly marked with "California State Coastal Conservancy, Agreement for Funding of Hanson Russian River Floodplain Restoration Project, Project-Activity Code W0096D030."

4.6. Refund of Unused Funds. Following completion of work, Recipient shall submit receipts and invoices received from nonprofit organization to verify actual costs. If total of actual costs of authorized expenses is less than the total amount provided under this Agreement, Recipient shall refund the difference to Water Agency within 30 calendar days of completion of work.

4.7. Refund Upon Cancellation. If Recipient determines Project will not occur, Recipient shall immediately notify Water Agency in writing. In such case, Recipient shall refund any funding not expended by the nonprofit organization provided under this Agreement by Water Agency within 30 calendar days of said determination.

5. WATER AGENCY'S RESPONSIBILITIES

5.1. Total. The total amount payable under this Agreement shall not exceed $100,000.

5.2. Payment. Upon execution of Agreement and receipt of an invoice thereof, Water Agency will provide funds directly to Recipient in the amount of $100,000, which is the total amount of Water Agency's obligation under this Agreement.

6. TERM OF AGREEMENT

6.1. This Agreement shall expire on December 31, 2019, unless terminated earlier in accordance with the provisions of Article 7 (Termination).

7. TERMINATION

7.1. At any time and without cause, Water Agency has the right, in its sole discretion, to terminate this Agreement by giving five calendar days' written notice to Recipient. In the event of such termination, Water Agency will pay Recipient for services satisfactorily rendered to the date of termination. In addition, should Recipient fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Water Agency may immediately terminate this Agreement by giving Recipient written notice of such termination, stating the reason for termination. In the event of such termination, Water Agency will pay Recipient for services satisfactorily rendered to the date of termination. However, Water Agency will

deduct from such amount the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by Recipient. Water Agency's right to terminate may be exercised by Water Agency's General Manager.

8. SELF-INSURANCE

8.1. Each party shall maintain a program of self-insurance or excess insurance or any combination thereof, and shall name the other party as an additional insured thereon to protect against any liability for bodily injury or property damage arising out of or in connection with the performance of the insuring party, its officers, agents, and employees, under this Agreement. The liability coverage under such program of self-insurance or excess insurance shall not be less than $1,000,000 (one million dollars) for each occurrence. Each party shall supply a certificate of self-insurance to the other party on or before the time of execution of this Agreement by the parties. Each party shall notify the other party in writing prior to any termination of such self-insurance program.

9. MUTUAL INDEMNIFICATION

9.1. Each party to this Agreement (the "Indemnifying Party") agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the "Indemnified Party"), and the Indemnified Party's supervisors, officers, agents, and employees, from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party's breach of any material term of this Agreement, or Indemnifying Party's negligence or willful misconduct in connection with the performance of this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party's breach of any material term of this Agreement, or Indemnified Party's negligence or willful misconduct in connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party's expense, subject to the Indemnifying Party's approval, which shall not be unreasonably withheld, except when prohibited by law. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

10. ADDITIONAL REQUIREMENTS

10.1. Bottled Water. In accordance with Sonoma County Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.

10.2. Authority to Amend Agreement. Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Water Agency's General Manager in a form approved by County Counsel.

10.3. No Waiver of Breach. The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

10.4. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Recipient and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Recipient and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

10.5. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

10.6. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

10.7. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

10.8. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

10.9. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

10.10. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds: TW 18/19-004

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Sonoma County Water Agency

By: _____
Grant Davis
General Manager
Authorized per Water Agency's Board of Directors Action on August 14, 2018

Date: _____

California State Coastal Conservancy, a State agency

By: _____
Sam Schuchat
Executive Officer

Date: _____

Exhibit A

Insurance Requirements

With respect to performance of work under this Agreement, Recipient shall require all of its subawardees, subcontractors, consultants, and other agents (Consultant) to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements* or the agent has the equivalent self-insurance. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Water Agency reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so.

1. INSURANCE

1.1. Workers Compensation and Employers Liability Insurance

a. Required if (Consultant) has employees as defined by the Labor Code of the State of California.

b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.

c. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.

d. Required Evidence of Insurance: Certificate of Insurance.

e. If (Consultant) currently has no employees as defined by the Labor Code of the State of California, Recipient agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.

b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by Consultant.

c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by Water Agency. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Water Agency's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the Water Agency.

d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.

1.3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

1.4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limit: $1,000,000 per claim or per occurrence; $1,000,000 annual aggregate.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by Water Agency.

c. If Consultant's services include: (1) programming, customization, or maintenance of software: or (2) access to individuals' private, personally identifiable information, the insurance shall cover:

   i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and

   ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.

d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

1.5. Standards for Insurance Companies

a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

1.6. Documentation

a. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

b. Recipient shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

c. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.7. Policy Obligations

a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 5
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: August 14, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Water Agency

Staff Name and Phone Number:
Grant Davis 547-1911

Supervisorial District(s):
All

Title: Consulting Services for Potter Valley Hydroelectric Project Relicensing Proceedings

Recommended Actions:

Authorize the General Manager of the Sonoma County Water Agency to execute the Cooperative Agreement to Provide Funding for Shared Consulting Services with the Round Valley Indian Tribes in the not-to-exceed amount of $87,000, to evaluate impacts on Russian River and Eel River watersheds and inform future project relicensing proceedings.

Executive Summary:

The Sonoma County Water Agency (Water Agency) and the Round Valley Indian Tribes (Tribes) are committed to the development of best available science to evaluate the impacts of the Potter Valley Hydroelectric Project on fish species and water resources management in the Eel River and the Russian River, in the context of the relicensing proceeding pending before the Federal Energy Regulatory Commission. The Water Agency and the Tribes share and intend to promote the twin goals of restoring and maintaining the viability of salmonids and other fish species in both the Eel and Russian River Basins, and to ensure that water resources will continue to be managed to provide reliable water supplies in both basins. The Water Agency and the Tribes propose to undertake joint scientific studies of potential options to achieve these goals, and thereby supplementing the studies that Pacific Gas and Electric Company (as licensee) will be required to undertake for the purpose of the relicensing proceeding. The Water Agency and the Tribes intend to engage McBain and Associates (Consultant) for the purpose of conducting studies related to fish ecology and water resources management.

Discussion:

HISTORY OF ITEM/BACKGROUND

Pacific Gas &Electric's (PG&E) Potter Valley Project (Project) is a hydroelectric facility that diverts Eel River water through a tunnel to a powerhouse in the Russian River watershed. After being used to produce power, and in order to meet minimum instream flows required by its Federal Energy Regulatory Commission (Commission) license, water is discharged from the powerhouse to the East Fork of the

Russian River. Historically water discharged from the Project provided about half of the flows into Lake Mendocino. However, since a 2004 amendment to PG&E's Commission license, intended to benefit fishery resources in the Eel River, flows into Lake Mendocino have been reduced by approximately 40% - 70% annually compared to pre-2004 historical flows. In addition, drought conditions and emergency repairs over the last several years have further reduced Project's inflows.

The current Project license will expire in 2022. On April 6, 2017, PG&E began the relicensing process for the Potter Valley Project by filing the Notice of Intent to File Application for New License and Pre-Application Document. On May 10, 2018, PG&E sent a letter to the Eel-Russian River Commission to publicly announce its intention to auction the Project. However, the letter also stated that PG&E was still "open to exploring with local, county and/or state governmental entities that have an interest in the continued operation of the project the possibility of transferring it to a local or regional entity as an alternative to auction." PG&E's letter further stated it would continue the relicensing process while seeking a new owner for the Project. PG&E has stated it anticipates the auction process would begin this fall and would last approximately eighteen (18) months. PG&E's application for a new license must be filed by April 2020.

The Water Agency has been working with regional stakeholders, including PG&E, in a process convened by Congressman Huffman to plan for the future of the Project that sustains fisheries and water supply in both the Eel and Russian River Watersheds. As a result of these meetings, the Water Agency and the Tribes have proposed to partner together to conduct joint studies that are intended to inform and support the Huffman ad hoc process, and to supplement the studies required of PG&E in the relicensing proceedings. These studies will focus on the goals shared by the Water Agency and the Tribes of restoring and maintaining the viability of salmonids and other fish species in both the Eel and Russian River Basins, and to ensure that water resources will continue to be managed to provide reliable water supplies in both basins.

SERVICES TO BE PERFORMED

Under the proposed Agreement, the Consultant will participate in the Huffman Ad Hoc Committee Technical Working Group meetings to assess water supply and fish passage scenarios with various management scenarios associated with the future Potter Valley Project, including, but not limited to: (1) review of existing Russian River and Potter Valley Project HEC-ResSim model input data, assumptions, sensitivity analyses, uncertainty and limitations, and model run results; (2) participation in Working Group meetings and/or conference calls to develop alternative operational scenarios for the Project; and (3) work with Water Agency biologists to conduct a balanced evaluation of the ecological effects of Potter Valley Project flow management alternatives on the Eel River and Russian River.

The cost of services will not exceed $87,000 and the term end date is July 30, 2020. The Water Agency is funding this agreement fully, while the Tribes will provide support and oversite for the Consultant.

RECOMMENDATION

Authorize the General Manager of the Water Agency to execute the Cooperative Agreement to Provide Funding for Shared Consulting Services with the Round Valley Indian Tribes in the not-to-exceed amount of $87,000.

Prior Board Actions:
N/A
Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship
This Agreement will procure studies necessary to ensure the health of fisheries in the Eel and Russian River watershed and for a reliable potable water supply. Water Agency Strategic Plan Alignment Water Supply and Transmission System, Goal 2: Maintain and improve the reliability of the Water Transmission System.

Fiscal Summary

Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	$87,000		
Additional Appropriation Requested			
Total Expenditures	**$87,000**		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance	$87,000		
Contingencies			
Total Sources	**$87,000**		

Narrative Explanation of Fiscal Impacts:

Budgeted amount of $87,000 is available from FY 2018/2019 appropriations in the Russian River Projects Fund. No additional appropriation is required.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
Agreement
Related Items "On File" with the Clerk of the Board:

nw\\S:\Agenda\agrees\08-14-2018 WA Consulting Services for Potter Valley Project Relicensing Proceedings_summ.docm

CF/42-4-21 Round Valley Indian Tribes (Coop Agree to Fund Consulting Services for Potter Valley Project Relicensing Proceedings) (ID 7052)

COOPERATIVE AGREEMENT TO PROVIDE FUNDING FOR SHARED CONSULTING SERVICES

This agreement ("Agreement") is by and between the **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Water Agency"), and the **Round Valley Indian Tribes**, a sovereign federally-recognized Indian tribe with authority over its Reservation in Mendocino County (the "Tribes"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 8.1 (Term of Agreement).

R E C I T A L S

A. Water Agency and the Tribes are committed to a goal of restoring and maintaining the viability of salmonids and other fish species in both the Eel and Russian River Basins.

B. Water Agency and the Tribes are committed to a goal that water resources will continue to be managed to provide reliable water supplies in both basins.

C. Water Agency and the Tribes are committed to the development of best available science to evaluate the impacts of the Potter Valley Hydroelectric Project on the fish species and water resources management in the Eel River and the Russian River, in the context of the relicensing proceeding pending before the Federal Energy Regulatory Commission.

D. Water Agency and the Tribes propose to undertake joint scientific studies of potential options to achieve the goals stated in Recitals A and B, supplementing the studies that Pacific Gas and Electric Company (as licensee) will be required to undertake for the purpose of the relicensing proceeding.

E. Water Agency and the Tribes intend to engage McBain and Associates (hereafter, Consultant) for the purpose of conducting studies related to fish ecology and water resources management.

F. Water Agency and Tribes are committed to cooperate with other public and private stakeholders in the development of best available science relevant to the relicensing proceeding for the Potter Valley Project, as well as the regional goals described in Recitals A and B.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows.

A G R E E M E N T

1. RECITALS

1.1. The above recitals are true and correct.

2. STUDIES

2.1. The Tribes and Water Agency will discharge their responsibilities, as specified in Sections 3 and 4, to undertake the studies described in Exhibit A.

2.2. Consultant will function as an independent contractor. Communications between Consultant, Tribes, and Water Agency in the conduct of these studies will not be subject to attorney-client or attorney work product privileges.

2.3. The study reports will be public documents. Each report will include a disclaimer that that the Consultant prepared the report pursuant to this Agreement, as an independent contractor and not as expert for either party; and that the findings and conclusions in the report are the Consultant's alone and may not be attributed to the Water Agency or Tribes. Either party may use the reports at its discretion, subject to a reasonable good faith commitment that such use will be consistent with the Recitals.

3. WATER AGENCY'S RESPONSIBILITIES

3.1. Within 14 calendar days of the Effective Date, Water Agency shall deposit $87,000 in an account designated by the Tribes, for the purpose of the studies described in Exhibit A.

3.2. Water Agency shall participate in meetings with Consultant and Tribes and shall review and comment on study reports.

4. ROUND VALLEY INDIAN TRIBES' RESPONSIBILITIES

4.1. The Tribes shall prepare and execute an agreement with McBain and Associates to provide consulting services in an amount not to exceed $87,000, unless the Tribes provide additional funding for services under this Agreement in excess of that amount, for both services and expenses, consistent with the form attached as Exhibit A. Should McBain and Associates complete the work for less than the not-to-exceed amount listed above, the Tribes shall return the Water Agency's remaining funds to the Water Agency.

4.2. The Tribes shall act as liaison with the Consultant and provide any necessary project management, direction and coordination. This responsibility includes coordinating necessary meetings and providing status updates and analysis to Water Agency. The Tribes shall review and comment on study reports.

4.3. The Tribes shall provide Water Agency with a written accounting of all expenditures upon completion of the work identified in Exhibit A.

4.4. The Tribes shall maintain complete and accurate records of all associated transactions in compliance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records shall be available to

Water Agency upon reasonable notice for inspection and analysis during business hours.

5. COMMUNICATION/DESIGNATED REPRESENTATIVES

5.1. The persons designated below shall, upon execution of this Agreement, have authority to grant discretionary approvals identified in this Agreement. Except as otherwise specifically provided in this Agreement, any notice, submittal, or communication required or permitted to be served on a party, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

Water Agency	Round Valley Indian Tribes
Project Manager: _____ 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: _____ Email: _____ Designated Representative: _____	Project Manager: _____ _____ _____ Phone: _____ Email: _____ Designated Representative: _____

6. TERMINATION

6.1. Either party may terminate its participation in this Agreement by giving 30 calendar-days written notice to the other party of its intent to terminate its participation in this Agreement. Termination shall not relieve the Water Agency of its obligation to pay costs and expenses related to the Consultant contract or otherwise allocated prior to the effective date of the termination. Water Agency's right to terminate may be exercised by Water Agency's General Manager.

7. EXPERTS.

7.1. This Agreement does not affect the status of the Consultants as experts for the Tribes in any activity other than the studies.

8. ADDITIONAL REQUIREMENTS

8.1. Term of Agreement: The term of this Agreement shall be from the date signed by both parties ("Effective Date") to June 30, 2020 ("Termination Date"), unless terminated earlier in accordance with the provisions of Article 6 .

8.2. Authority to Amend Agreement: Changes to this Agreement may only be made by written amendment, signed by both parties. The General Manager of the Water Agency and the person identified by the Tribes in Article 5 are authorized to execute amendments to the Agreement, provided that the amendments do not

substantially change the scope of the Agreement or increase the cost to Water Agency.

8.3. Construction: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.4. Making of Agreement: The Tribes and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the Agreement's interpretation; the language of the Agreement will not be construed against one party in favor of another. The Tribes and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

8.5. No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

8.6. Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

8.7. Merger: This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

8.8. Entire Agreement: This Agreement is the entire Agreement between the parties.

8.9. Counterparts: This Agreement may be executed in multiple counterparts and all counterparts so executed shall constitute a single agreement binding. Original counterpart signature pages may be affixed to an original of this Agreement to create a single, complete agreement. Any counterpart executed by a Participant and/or Water Agency [District] and transmitted by electronic transmission shall be treated as an original signature page at the time of receipt. The actual original signature page shall also be mailed to Water Agency [District] within ten days of the date of the electronic transmission.

8.10. Survival of Terms: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

8.11. Time of Essence: Time is and shall be of the essence of this Agreement and every provision.

7.12. Cooperation: The Tribes and the Water Agency agree to meet and confer as necessary to carry out the purposes of this Agreement.

7.13. Other Agreements: The Tribes and the Water Agency may enter into other agreements regarding other issues or concerns, and nothing in this Agreement shall be construed as obligating either party to enter into other agreements.

7.14. No Rights Created: This Agreement creates no right, obligation, benefit or responsibility that is enforceable at law or equity. Nothing in this Agreement obligates either party to fund particular projects or to otherwise transfer anything of value to the other party.

7.15. Legal Authority Not Altered: This Agreement is not intended to alter, limit, or expand either parties' legal authority.

7.16. Independent Interests: Nothing in this Cooperative Agreement shall affect the right or ability of the Tribes or the Water Agency to take positions on any issue independently of the other party. Each party retains the right to determine for itself its own best interest and to act accordingly.

Sonoma County Water Agency

By: _____
Grant Davis
Water Agency General Manager

Date: _____

Approved as to form:

By: _____
Adam Brand,
Deputy County Counsel

Round Valley Indian Tribes

By: _____
James Russ
President

Date: _____

Exhibit A
Scope of Work for Consultants to the Round Valley Indian Tribes

Tasks:

Task 1. Ad Hoc Working Group Participation and Modeling

The Round Valley Indian Tribes' technical consultant will participate in the Jared Huffman Ad-Hoc Committee Technical Working Group meetings to assess water supply and fish passage scenarios with various management scenarios associated with the future Potter Valley Project (PVP). Subtasks will include (1) review of existing Russian River and PVP HEC-ResSim model input data, assumptions, sensitivity analyses, uncertainty and limitations, and model run results, (2) participation in Working Group meetings and/or conference calls to develop alternative PVP operational scenarios, review and summarize results, and determine next steps. The results of this work would 1) assist the Tribes in better understanding the PVP and Russian River models in use, 2) enable input into the development and application of the PVP and Russian River model to be used for the Ad-Hoc Committee and FERC studies, 3) assist Water Agency and Tribes in resolving any questions that may arise later from use of the models for Ad-Hoc Committee and FERC-related analyses, and 4) enable Water Agency and the Tribes collaboratively conduct a balanced evaluation of PVP and Russian River alternatives on water supply and ecological resources.

Task 2. Ecological evaluations related to PVP alternatives

Based on results of Task 1, work with Water Agency biologists to conduct a balanced evaluation of the ecological effects of PVP flow management alternatives on the Eel River and Russian River. Analyses will initially use information currently available, including the River 2D habitat assessment on the Russian River, the VTN flow-habitat curves and fish passage thresholds on the Eel River below the PVP. Once additional information is developed by PG&E as part of their proposed Study Plans (e.g., water temperature model, FYLF information), additional analyses may be conducted.

Deliverables:

- PowerPoint presentations (produced collaboratively with Water Agency staff) of model results, interpretation, and recommended next steps for briefing Water Agency management and the Tribal Council.
- PowerPoint presentations (produced collaboratively with Water Agency staff) summarizing ecological effects of flow management alternatives on the Eel River and Russian River.

Budget: $87,000

Timeline: August 1, 2018 - July 30, 2020

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 6
(This Section for use by Clerk of the Board Only.)

To:	Board of Directors, Sonoma County Water Agency
Board Agenda Date:	August 14, 2018
Vote Requirement:	Majority
Department or Agency Name(s):	Sonoma County Water Agency
Staff Name and Phone Number:	Ryan Pedrotti / 521-2018
Supervisorial District(s):	
Title:	Update and Implement Energy Education Program with Sonoma Clean Power Authority

Recommended Actions:

Authorize the Sonoma County Water Agency's (Water Agency) General Manager to execute an agreement with Sonoma Clean Power Authority (Authority) for the Water Agency to update and implement an Energy Education Program through June 30, 2019, in the amount of $275,000 (Authority is paying the Water Agency) and, consistent with other agreements, authorize the General Manager to amend or terminate the agreement with approval of County Counsel.

Executive Summary:

The Water Education Program reaches roughly 12,000 students annually. The program provides field trips and classroom visits. This term requests authorization for the Water Agency and Authority to enter into an agreement to continue implementing an Energy Education Program.

Discussion:

HISTORY OF ITEM/BACKGROUND

The Water Education Program is an expansive program with established connections to teachers in schools throughout Sonoma and Marin Counties. Programs are aligned to current "Next Generation Science Standards," and teachers consistently apply for and provide excellent reviews of field and classroom programs, workshops, and assemblies.

As one of the largest energy users in Sonoma County, the Water Agency strived to become carbon neutral by 2015. In 2011 the Water Education Program began teaching about climate change and the water/energy nexus. The Water Agency achieved carbon neutral status, but climate change and energy efficiency continue to direct policy. Assembly Bill 32 aims to reduce greenhouse gas emissions to 80% below 1990 levels by 2050. Sonoma County is following the same goal. Statewide, 20% of energy use involves treating and transporting water. California has implemented "Next Generation Science Standards," and energy education will provide teachers locally based curriculum, teach students the water/energy nexus, energy efficiency, and the effects of climate change. Hands-on, science-based energy

and water education programs allow students to become informed and accountable citizens who make a positive impact.

The Water Education Program sought partners to offset the costs of developing energy education programs and has collaborated with the Authority to develop a scope of work. The Water Education Program has worked with the Regional Climate Protection Authority and the Center for Climate Protection to share resources and curriculum ideas.

SERVICES TO BE PERFORMED FOR AUTHORITY BY WATER AGENCY

Under the proposed agreement, the Authority will pay the Water Agency to update and implement an Energy Education Program. Services to be provided under the agreement include:

A. Market energy education programs in 2018-2019 water education brochure. Develop additional flyer for schools outside Water Agency education service area.
B. Implement and refine fourth grade classroom program: Renewable Energy-Be Part of the Climate Change Solution!
C. Incorporate climate change and energy efficiency into assembly program.
D. Conduct Climate Literacy and Understanding Global Climate Change teacher workshop.
E. Implement and refine third grade classroom program, which covers the water/energy nexus and how an increase in greenhouse gases lead to climate change.
F. Add energy efficiency theme to third to sixth grade poster contest. Authority and energy information will be featured in the 2019 calendar.
G. Implement careers in the water and energy industry program. Explore job shadow opportunities.
H. Incorporate water/energy nexus into fifth grade classroom and field trip program.
I. Develop giveaway items exploring the water/energy nexus.
J. Develop end of year report.

Under the agreement, the Water Agency will bill the Authority for services at the same rates that the Water Agency allocates to its internal projects and programs up to a maximum of $275,000. This means that the Water Agency is recovering its actual costs of providing services to Authority with no mark-up. The agreement terminates on June 30, 2019.

REQUEST FOR WATER AGENCY GENERAL MANAGER AMENDMENT AND TERMINATION AUTHORITY

Staff recommends that the Water Agency's General Manager be authorized to amend or terminate the agreement with approval of County Counsel.

RECOMMENDATION

Water Agency staff recommends that the Board authorize Water Agency's General Manager to execute an agreement with Authority to update and implement an Energy Education Program through June 30, 2019, in the amount of $275,000.

Prior Board Actions:

09/19/2017: Approved agreement between Water Agency and Authority to develop and implement an energy education program. Cost $275,000; term end June 30, 2018.

Strategic Plan Alignment	Goal 2: Economic and Environmental Stewardship

The proposed Energy Education Program supports the County's goal of protecting watersheds and reducing water usage through public education and outreach.

Water Agency Organizational Goals and Strategies, Goal 3: Increase outreach to the community, public, and employees. The proposed Energy Education Program will provide outreach to the community by helping educators teach students the value of water as an important natural resource and the connection between water and energy.

Fiscal Summary

Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses			
Additional Appropriation Requested	$275,000		
Total Expenditures	**$275,000**		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	$275,000		
Use of Fund Balance			
Contingencies			
Total Sources	**$275,000**		

Narrative Explanation of Fiscal Impacts:

Additional appropriations of $275,000 for the Energy and Sustainability Fund will be included in the next quarterly consolidated budget adjustments with $275,000 in offsetting revenue from Authority. The consolidated budget adjustment will require 4/5 vote approval from the Board.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
N/A			

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:
Agreement
Related Items "On File" with the Clerk of the Board:
None

AGREEMENT FOR ENERGY EDUCATION PROGRAM

This Agreement for Professional Services ("Agreement"), dated as of July 1, 2018 ("Effective Date") is made by and between the Sonoma Clean Power Authority ("SCPA"), a California joint powers authority, and the Sonoma County Water Agency ("Water Agency"), a body corporate and politic of the State of California. SCPA and Water Agency may be individually referred to as a "Party" or collectively as "Parties."

1. **Scope of Services**: Water Agency agrees to provide any and all of the services as described in Exhibit A.

2. **Performance Standard**: Water Agency warrants that it possesses the necessary training, experience and skill to competently and professionally provide the services described in Exhibit A.

3. **Staffing and Coordination:** Water Agency shall cooperate, and closely coordinate, with SCPA staff in providing all services under this Agreement. Ryan Pedrotti (Key Staff) is deemed by SCPA to be a key person whose services were a material inducement to enter into this Agreement. Key Staff shall oversee and manage all services performed by Water Agency.

4. **Payment:** Water Agency shall submit one invoice for each calendar month in which services are performed. Invoices shall be signed by Key Staff, include copies of receipts for pre-approved reimbursable expenses, and contain the following detail for each billable entry:

    a. Date
    b. Detailed description of work performed and person(s) involved
    c. Time spent in 1/10th hour increments

    Upon receipt of properly prepared invoicing, SCPA shall pay Water Agency within 30 calendar days for services provided in accordance with this Agreement, applying the following rates:

    a. Water Agency shall be paid current weighted labor rates, including overhead, for Water Agency staff performing work under this Agreement plus actual costs of applicable materials. Weighted labor rates as of May 1, 2018, are listed in Exhibit A (Scope of Work). Rates are subject to change.
    b. Reimbursable expenses must be pre-approved by SCPA.

    In no event shall the amount payable for services performed during the term of this Agreement exceed $275,000.

5. **Term of the Agreement:** The initial term of this Agreement shall be from the Effective Date to June 30, 2019, unless terminated pursuant to Section 6 or amended by a written, executed amendment to the Agreement. Water Agency understands and agrees that funding for costs under this Agreement after July 1, 2019, is subject to approval by SCPA's

Board of Directors of a budget including such funding, and that SCPA may terminate this Agreement pursuant to Section 6 below if such funding is not approved.

6. **Termination:** Notwithstanding any other provision of this Agreement, at any time and without cause, the Parties shall have the unequivocal right to terminate this Agreement by giving thirty (30) calendar days written notice to the other Party. Notwithstanding any other provision of this Agreement, should Water Agency fail to perform any of its obligations or violate any of the terms of this Agreement (Termination for Cause), SCPA may, upon providing Water Agency written notice stating the reason for termination, immediately terminate this Agreement. In the event of termination, Water Agency, within fourteen (14) calendar days following the date of termination, shall deliver to SCPA all materials and work product subject to Section 16 and shall submit to SCPA a final invoice for all outstanding payments.

7. **Indemnification:** Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefit acts, or other employee benefit acts.

8. **Insurance:** Water Agency shall maintain insurance and/or self-insurance as described below unless such insurance has been expressly waived in writing by SCPA.
    a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California, and Employers Liability with minimum limits of $1,000,000 per accident; $1,000,000 disease per employee; $1,000,000 disease per policy.
    b. Commercial General Liability Insurance with Minimum Limits: $1,000,000 per occurrence; $2,000,000 general aggregate; $2,000,000 products/completed operations aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Water Agency maintains higher limits than the specified minimum limits, SCPA requires and shall be entitled to coverage for the higher limits maintained by Water Agency.
        1. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Deductibles or self-insured retention that exceeds $25,000 must be approved in advance by SCPA. Water Agency is responsible for any deductible or self-insured retention and shall fund it upon SCPA's written request, regardless of whether Water Agency has a claim against the insurance or is named as a party in any action involving SCPA.

2. SCPA shall be an additional insured for liability arising out of operations by, or on behalf of, the Water Agency in the performance of this Agreement.
3. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
4. The policy shall cover inter-insured suits between the additional insureds and Water Agency and include a “separation of insureds” or “severability” clause which treats each insured separately.

c. Automobile Liability Insurance with Minimum Limit of $1,000,000 combined single limit per accident. Automobile Insurance shall apply to all owned autos. If Water Agency currently owns no autos, Water Agency agrees to obtain such insurance should any autos be acquired during the term of this Agreement. Automobile Insurance shall apply to hired and non-owned autos.
d. Professional Liability/Errors and Omissions Insurance with Minimum Limit of $1,000,000 per claim or per occurrence. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by SCPA. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
e. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A: VII.
f. The Certificate of Insurance must include the following reference: Sonoma Clean Power Authority.
g. All required Evidence of Insurance shall be submitted to SCPA within 3 business days of the Effective Date. Water Agency agrees to maintain current Evidence of Insurance on file with SCPA for the entire term of this Agreement.
h. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma Clean Power Authority, Attn: Contract Administration, 50 Santa Rosa Avenue, Fifth Floor, Santa Rosa, CA, 95404.
i. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.

j. Water Agency shall provide SCPA immediate written notice if:
   1. Any of the required insurance policies are terminated;
   2. The limits of any of the required policies are reduced; or
   3. The deductible or self-insured retention is increased.

k. Upon written request, certified copies of required insurance policies must be provided within thirty (30) calendar days.

l. Water Agency's indemnity and other obligations shall not be limited by these insurance requirements.

9. **Status of Water Agency:** Water Agency, in performing the services under this Agreement, shall act as an independent contractor and shall control the work and the manner in which it is performed. At no time shall Water Agency work as an agent or employee of SCPA and at no time shall Water Agency be entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SCPA provides its employees. In the event SCPA exercises its right to terminate this Agreement pursuant to Section 6, Water Agency expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10. **No Suspension or Debarment**: Water Agency warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any state or federal department or agency. Water Agency also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

11. **Taxes:** Water Agency agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement. Water Agency shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Water Agency agrees to indemnify and hold SCPA harmless from any liability which it may incur to the United States or to any US State as a consequence of Water Agency's failure to pay, when due, all such taxes and obligations. In the event SCPA is audited for compliance regarding any withholding or other applicable taxes, Water Agency agrees to, in a timely fashion, furnish SCPA with proof of payment of taxes on these earnings.

12. **Records Maintenance:** Water Agency shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SCPA for inspection at any reasonable time. Water Agency shall maintain such records for a period of five (5) years following the expiration or termination of this Agreement.

13. **Conflict of Interest:** Water Agency warrants that it presently has no interest, and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with Water Agency's performance under this Agreement. Water Agency further warrants that

in the performance of this Agreement no person having any such interests shall be assigned by Water Agency to perform work under this agreement nor be given access to the information described in Section 16. Water Agency shall comply with any and all applicable California Fair Political Practices Act requirements.

14. **Statutory Compliance**: Water Agency shall comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement.

15. **Nondiscrimination:** Without limiting any other provision of this Agreement, Water Agency shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by reference.

16. **Confidentiality, Ownership and Disclosure of Work Product:** All information obtained by Water Agency under this Agreement shall be deemed confidential ("Confidential Information"). Unless SCPA provides written permission, Water Agency is compelled by a court of law or regulatory agency, the California Public Records Act, or Water Agency obtained Confidential Information from a source or sources other than SCPA, Water Agency shall not share Confidential Information with any other person or entity outside of SCPA staff and SCPA authorized representatives. Water Agency further agrees to execute non-disclosure agreements related to protecting Confidential Information as requested by SCPA. Provisions related to Confidential Information shall survive expiration or termination of the Agreement for a period of five (5) years. All reports, original drawings, graphics, plans, studies, and other data or documents ("Documents"), in whatever form or format, produced by Water Agency or Water Agency's subcontractors, Water Agency, and other agents within the term and scope of this Agreement shall be the property of SCPA. SCPA shall be entitled to immediate possession of such Documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Water Agency shall promptly deliver to SCPA all such Documents, which have not already been provided to SCPA in such form or format, as SCPA deems appropriate. Such Documents shall be and will remain the property of SCPA without restriction or limitation.

17. **Assignment and Delegation:** Parties shall not assign, delegate, sublet, or transfer any interest in, or duty under, this Agreement without the prior written consent of the other.

18. **Written Communications**: All written communications, including notices, bills and payments, may be made via electronic mail or to the following addresses:

Water Agency	SCPA
Project Manager: Ryan Pedrotti 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-521-6209 Email: Ryan.pedrotti@scwa.ca.gov	Contact: Cordel Stillman 50 Santa Rosa Avenue, 5th Floor Santa Rosa, CA 95404 Phone: 707 890-8486 Email: CStillman@sonomacleanpower.org
Remit payments to:	**Remit invoices to:**
Justin Adalio Same address as above	Same address as above

19. **No Waiver of Breach**: The waiver by either party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

20. **Construction:** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The Parties agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The Parties acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one Party in favor of the other. Parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

21. **Consent:** Wherever in this Agreement the consent or approval of one Party is required to an act of the other Party, such consent or approval shall not be unreasonably withheld or delayed.

22. **No Third Party Beneficiaries:** Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in third parties.

23. **Applicable Law and Forum:** This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement, or for the breach of this Agreement, shall be brought and tried in Santa Rosa, California, or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

24. **Exhibits:** In the event of a conflict between the body of this Agreement and any Exhibits or attachments, the language in the body of this Agreement shall prevail.

25. **Captions:** The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

26. **Merger:** This writing is intended both as the final expression of the Agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.

27. **Survival of Terms:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Time of Essence:** Time is and shall be of the essence of this Agreement and every provision within this Agreement.

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By signing below, the signatories warrant that each has authority to execute this Agreement on behalf of their respective Parties, and that this Agreement is effective as of the Effective Date.

Reviewed as to funds:

TW 17/18-125

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____

Adam Brand, Deputy County Counsel

Approved as to form:

By: _____
General Counsel

Sonoma County Water Agency

By: _____
Grant Davis
General Manager

Authorized per Water Agency's Board of Directors Action on August 14, 2018

Date: _____

Sonoma Clean Power Authority, a California joint powers authority

By: _____
Geof Syphers
Chief Executive Officer

Date: _____

Exhibit A

Scope of Work

1. Market energy education programs in 2018-2019 water education brochure. Develop additional flyer for schools outside Water Agency education service area.
2. Implement and refine fourth grade classroom program: Renewable Energy-Be Part of the Climate Change Solution!
3. Incorporate climate change and energy efficiency into ZunZun assembly program.
4. Conduct Climate Literacy and Understanding Global Climate Change teacher workshop.
5. Implement and refine third grade classroom program, which covers the water energy nexus and how an increase in greenhouse gases lead to climate change.
6. Add energy efficiency theme to third-to-sixth grade poster contest. Sonoma Clean Power and energy information will be featured in the 2019 calendar.
7. Implement careers in the water and energy industry program. Explore job shadow opportunities.
8. Incorporate water/energy nexus into fifth grade classroom and field trip program.
9. Develop giveaway items exploring the water and energy nexus.
10. Develop end of year report.

Services under this Agreement shall be billed at the following hourly rates:

- Water Education Program Manager: (PM) $174.55
- Water Education Senior Program Specialist (SR PS): $143.34
- Water Education Program Specialist: (PS) $133.81
- Water Education Resource Technician II: (TECH II) $48.04
- Water Education Resource Technician I: (TECH I) $44.04

1. <u>Market energy education programs in existing water education brochure</u>

The Water Agency will distribute a brochure to every teacher in its service area highlighting the programs SCPA offers. Energy education programs will be included in this brochure. A flyer will be created and distributed to schools outside the Water Agency service area and within the SCPA service area. Webpages for energy education programs will be created and maintained on the Water Agency education program website.

Brochure development:
Sr. PS 80 hours at $143.34= $11,500
Material costs for printing one page flyer for Sonoma and Mendocino counties outside Water Agency service area: $2,500

Total: $14,000

2. Implement and refine fourth grade classroom program: Renewable Energy-Be Part of the Climate Change Solution!

The fourth grade program aims to visit at least 1,500 students in the 2018/2019 school year and will cover the following content:

- Students learn that electricity is generated from different sources and that renewable sources such as solar, wind, and geothermal are choices that will reduce our impact on Earth's changing climate.
- Students make scientific observations and ask questions to help them build their understanding of the concepts.
- Students learn that there are things we can all do to reduce the use of fossil fuels like saving water, walking to school, and changing a light bulb.

Water Agency is working to develop supplemental curriculum to enhance this lesson so students can bring information to their parents and take steps at home. Supplemental curriculum includes an at home water and energy audit and field trip opportunities to local Green Businesses (Amy's Kitchen was the destination in 2018).

Program and supplemental curriculum development, assessment, and evaluation:

SR PS 50 hours at $143.34= $7,200
PM 20 hours at $174.55 = $3,250
PS 70 hours at $133.81 = $9,500

Implementation and training:

PS 300 hours at $133.81= $40,000
TECH 300 hours at 44.04 = $13,000
Materials and transportation= $30,000
Materials may include light bulbs, showerheads, solar panels, and energy efficient handouts and lesson materials for visual aids. Transportation may include contracted bus service to transport students to field trip site.

Total: $102,950

3. Incorporate climate change and energy efficiency into ZunZun assembly program

Water Agency contracts with ZunZun, a multilingual, musical assembly program, to provide assemblies for 10,000 K-6 students annually. Each year Water Agency meets with ZunZun to develop the content for the upcoming assembly program and concepts such as energy efficiency, climate change, and fuel switching will be included in the program.

30 performances for $34,250 (half the content in the 45 minute presentation will be energy-related: energy efficiency, climate change, etc. SCPA will pay one-half of total cost of 25 performances**.**

Total: $17,125

4. Conduct Climate Literacy and Understanding Global Change teacher workshop

   Partner with the Center for Climate Protection and UC Berkeley to offer a teacher workshop. Understanding Global Change is a workshop developed by the UC Berkeley Museum of Paleontology to help teachers implement curriculum covering climate and global change. The focus of the content is how the climate is intricately linked to all living things and natural cycles on the globe, the carbon and water cycles included. A Water Agency educator has been trained on how to implement the workshop for teachers in the Water Agency and SCPA service areas. Teachers who participate in the workshop gain access to online resources and lesson plans.

   Workshop preparation, marketing, and implementation:

   SR. PS 100 hours at $143.34 = $14,500
   TECH 40 hours at $44.04 = $1,700

   Total: $16,200

5. Implement and refine third grade classroom program, which covers the water energy nexus and how an increase in greenhouse gases lead to climate change.

   Water Agency's third grade program consists of two lessons, the first covering storm drain pollution and water conservation and the second covering energy. Annually, Water Agency visits 2,500 students with this program and is looking to develop supplemental curriculum. Lesson two objectives include:

   - It takes energy (electricity) to get water to your home/school. (water energy nexus)
   - The difference between renewable energy sources and non-renewable energy sources.
   - Difference between weather and climate.
   - Climate Change means the planet is getting warmer because of more greenhouse gases.
   - Personal choices to reduce greenhouse gas emissions can help mitigate climate change.

   Program and supplemental curriculum development, assessment, and evaluation:

   SR PS 100 hours at $143.34 = $14,400

PS 100 hours at $133.81 = $13,400
PM 20 hours at $174.55 = $3,500

Implementation and training:

SR PS 120 hours at $143.34 = $17,250
TECH 200 hours at $44.04 = $8,500
Materials = $10,000.
Materials may include light bulbs, showerheads, solar panels, and energy efficient handouts and lesson materials for visual aids.

Total: $67,000

6. Add energy efficiency theme to third to sixth grade poster contest. Sonoma Clean Power and energy information will be featured in the 2019 calendar.

   Each year Water Agency conducts a poster contest for over 3,000 third and fourth grade students. Water Agency would like to expand the contest to include fifth and sixth grade and have specific themes for each grade. For example, the fourth grade theme would be Saving Water, Saves Energy. This theme would supplement the existing fourth grade classroom program. Winning poster are made into Water Agency's Water Awareness Calendar that is distributed to over 5,000 teachers and students throughout Sonoma and Marin counties. This distribution can be expanded into SCPA's service area as well.

   Calendar and poster contest development and management:

   SR PS 100 hours at $143.34 = $14,400
   Materials (poster paper and an expansion of calendars purchased): $7,600

   Total: $22,000

7. Add energy careers to careers in water industry presentation. Explore job shadow opportunities

   Currently, Water Agency has a presentation geared at high school and college students exploring careers in the water industry. The presentation highlights a few careers and has students work through real world scenarios someone in this position may encounter. A job shadow opportunity is available as well. Water Agency will highlight careers in the energy industry and coordinate job shadows with SCPA staff. The Energy Saves Schools Program is a great resource to expose high school students to STEM careers and how students can make a tangible difference in their energy usage. Water Agency will explore hosting an outdoor summer academy for middle and high school students at the Westside Water Education Center. Students will conduct citizen science

projects where they explore the topics of water quality, drinking water treatment, the water and energy nexus, renewable energy projects, and the impacts of climate change on our region.

Program development:

PS 50 hours at $133.81 = $6,700

Program Implementation:

PS 50 hours at $133.81 = $6,700

Total: $13,400

8. Incorporate water/energy nexus into fifth grade classroom and field trip program.

   Water Agency's existing fifth grade program reaches 3,500 students annually through a classroom visit and field trip. Water Agency will introduce the connection between water and energy during the classroom visit. During the field trip students will visit the collector well that pulls their drinking water from 100 feet below the Earth's surface.

   Program development:

   PS 50 hours at $133.81 = $6,700

   Program Implementation:

   PS 50 hours at $133.81 = $6,700
   TECH 200 hours at $44.04 = $8,500

   Total: $21,900

9. Develop giveaway items exploring the water and energy nexus.

   Water Agency will redesign the ruler currently given away to roughly 15,000 students annually to explain how saving water saves energy and include the Water Agency and SCPA logos. Water Agency currently gives away magnetic clips to third grade teachers when delivering a lesson in their classroom (the clip holds our Water Agency's informational packet together). Water Agency will redesign the clip to say "Saving Water Saves Energy" and have both logos on it. Water Agency will give this item away to teachers in Water Agency's classroom programs: Kindergarten, third, fourth, and fifth grades.

   Materials (half the cost of rulers and magnetic clips): $2,200

   Material development:

   PS 10 hours at $133.81 = $1,300

Total: $3,500

10. Develop end-of-year report

    The report will detail programs implemented, content covered, number of students/classes/schools visited and will be provided to SCPA by June, 30 2019. It will include teachers trained and number of ZunZun performances.

    Program evaluation report:

    PM 20 hours at $174.55 = $3,500

    Grand total: $275,000

Fiscal Year 18/19	**CERTIFICATE OF SELF-INSURANCE**	Issue Date 7/1/18

COVERED ENTITIES:

County of Sonoma
Sonoma County Agriculture Preservation and Open Space District
Sonoma County Community Development Commission
Sonoma County Fair and Exposition, Inc.
Sonoma County Water Agency

575 ADMINISTRATION DR., 116-C
SANTA ROSA, CA 5403-2881

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE COVERED ENTITIES AND THE CERTIFICATE HOLDER.

COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
General Liability	July 1, 2018	July 1, 2019	$1,000,000 per occurrence, no aggregate; self-insured
Automobile Liability	July 1, 2018	July 1, 2019	$1,000,000 per occurrence; self-insured
Workers' Compensation	July 1, 2018	July 1, 2019	Statutory Limits: $300,000 permissibly self-insured; excess coverage through California State Association of Counties Excess Insurance Authority
Public Officials Errors and Omissions Liability	July 1, 2018	July 1, 2019	$1,000,000 per wrongful act; no aggregate; self-insured
Property	March 31, 2018	March 31, 2019	Replacement cost value

Description of Operations/Locations/Vehicles/Special Items:

As Respects: Agreement for Energy Education Program TW 17/18-125, July 1, 2018 to June 30, 2019

The Certificate Holder is an additional covered party to the extent required by the indemnification provisions of the above referenced contract. This shall apply to claims, costs, injuries or damages but only in proportion to and to the extent such claims, costs, injuries or damages are caused by or result from the negligent acts or omissions of the Covered Entities shown on this certificate.

The Covered Entities agree to waive recovery rights against the Certificate Holder with respect to the above referenced contract if required in writing in the contract.

Certificate Holder

Sonoma Clean Power Authority Attn: Contract Administration 50 Old Courthouse Sq. Ste. 605 Santa Rosa, CA 95404

AUTHORIZED REPRESENTATIVE

County of Sonoma Risk Manager
575 Administration Drive, Suite 116C
Santa Rosa, CA 95403

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 7
(This Section for use by Clerk of the Board Only.)

To:	Board of Directors, Sonoma County Water Agency
Board Agenda Date:	August 14, 2018
Vote Requirement:	Majority
Department or Agency Name(s):	Sonoma County Water Agency
Staff Name and Phone Number:	Chase Takajo / (707) 521-1872
Supervisorial District(s):	
Title:	As-Needed Field Operations Assistance Services

Recommended Actions:

A. Authorize Water Agency's General Manager to execute an agreement with Hanford Applied Restoration & Conservation for as-needed field operations assistance services through August 14, 2020, in the not-to-exceed amount of $500,000.
B. Adopt a Resolution authorizing adjustment to the Board Adopted Budget for Fiscal Year 2018-2019 for the Water Agency Warm Springs Dam Fund in the amount of $200,000.

Executive Summary:

Under the proposed agreement, Hanford Applied Restoration & Conservation will perform as-needed field operations assistance services supporting the Water Agency's Stream Maintenance Program. These services include vegetation management, sediment removal, and bank stabilization, which will maintain flood capacity and improve associated riparian habitat.

Discussion:

HISTORY OF ITEM/BACKGROUND

The Sonoma County Water Agency (Water Agency) developed the Stream Maintenance Program (Program) to improve and define the management and maintenance of flood control channels and streams under Water Agency's authority. The primary purpose of the Program is to provide an efficient and organized program to conduct stream maintenance activities, comply with relevant environmental regulations, and maintain flood capacity while enhancing the program area's natural resources. Habitat enhancement projects on Dry Creek require ongoing maintenance and were added to the Program recently. The Dry Creek projects are required for the Water Agency to meet the requirements set forth in the 2008 Russian River Biological Opinion.

Over the years, Water Agency has required as-needed assistance for field operations services supporting the Program since its adoption, including vegetation management, sediment removal, and bank stabilization, which will maintain flood capacity while improving associated riparian habitat. Costs for as-

needed field operations services in the Water Agency's Flood Control Zones have historically been $50,000 per year. Recently, staff identified the need for support services to maintain several miles of habitat enhancement projects on Dry Creek which flows from Warm Springs Dam. Costs for as-needed services are expected to be $200,000 per year.

SELECTION PROCESS

On February 1, 2018, Water Agency issued a Request for Statements of Qualifications to the following 17 firms:

1. American Tree Experts Inc., Petaluma, CA
2. BioEngineering Associates, Inc., Laytonville, CA
3. Cagwin & Dorward Landscape Contractors, Novato, CA
4. California Conservation Corps, Ukiah, CA
5. Center for Social and Environmental Stewardship, Windsor, CA
6. Conservation Corps North Bay, Cotati, CA
7. Delta Conservation Camp, Suisun City, CA
8. Empire Tree Experts, Santa Rosa, CA
9. Hanford Applied Restoration & Conservation, Sonoma, CA
10. Image Tree Service Inc., Windsor, CA
11. Konocti Conservation Camp, Lower Lake, CA
12. Laguna de Santa Rosa Foundation, Santa Rosa, CA
13. Prunuske Chatham,Inc., Sebastopol, CA
14. Sandborn Tree Services, Sebastopol, CA
15. Social Advocates for Youth, Santa Rosa, CA
16. Sonoma County Regional Parks, Santa Rosa, CA
17. Sonoma Ecology Center, Eldridge, CA

The Request for Statements of Qualifications was also posted on the Water Agency and County of Sonoma Purchasing Department websites.

The three firms listed below submitted Statements of Qualifications:

1. Cagwin & Dorward Landscape Contractors
2. Conservation Corps North Bay
3. Hanford ARC

The following criteria were used to evaluate each firm:

1) Thoroughness of Statements of Qualifications
2) Professional qualifications and demonstrated ability to perform the work
3) Exceptions to standard terms in the sample agreement

Hanford Applied Restoration & Conservation (Hanford) was selected to perform the work because it has the experience and resources necessary to complete the wide range of complex services required. These services include, but are not limited to, maintaining riparian habitat, vegetation maintenance, sediment removal, culvert clearing, native plant installation, hydroseeding, maintaining irrigation systems, and herbicide application.

SERVICES TO BE PERFORMED

Under the proposed agreement, Hanford will perform as-needed field operations assistance services supporting the Stream Maintenance Program, including vegetation management, sediment removal, and bank stabilization.

The cost of services will not exceed $250,000 in fiscal year 2018/2019 and $250,000 in fiscal year 2019/2020. The total agreement amount is not-to-exceed $500,000. The term end date is August 14, 2020.

RECOMMENDATION

Water Agency staff recommends that the Board authorize Water Agency's General Manager to execute an agreement with Hanford Applied Restoration & Conservation for as-needed field operations assistance services through August 14, 2020, in the amount of $500,000 and adopt a Resolution authorizing adjustment to the Board Adopted Budget for Fiscal Year 2018-2019 for the Water Agency Warm Springs Dam Fund in the amount of $200,000.

Prior Board Actions:

None

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The services under this agreement support the Water Agency's Stream Maintenance Program, which protects and enhances riparian habitat resources while maintaining the flood control capacity in streams to the maximum extent feasible.

Flood Protection, Goal 1: Provide efficient and effective flood protection programs.
The as-needed field operations assistance services under this agreement support Water Agency's Stream Maintenance Program, which helps maintain flood capacity in streams.

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	$50,000	$250,000	
Additional Appropriation Requested	$200,000		
Total Expenditures	**$250,000**	**$250,000**	
Funding Sources			
General Fund/WA GF	$0	$0	$0
State/Federal			
Fees/Other	$50,000	$250,000	
Use of Fund Balance	$200,000		
Contingencies			
Total Sources	**$250,000**	**$250,000**	

Narrative Explanation of Fiscal Impacts:

Budgeted amount of $50,000 is available from FY 2018/2019 appropriations for the Flood Control Zone 1A, 2A, and 3A Funds. Additional appropriations of $200,000 for maintenance of recently completed Dry Creek Habitat Enhancement Projects in Dry Creek are required to process this expense. With Board approval, appropriations will be made in the Warm Springs Dam Fund pursuant to budgetary resolution (attachment R1). FY 2019/2020 appropriations will be budgeted in that fiscal year.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
N/A			

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Budget Resolution (R1)
Agreement

Related Items "On File" with the Clerk of the Board:

None

Item Number: _____

Date: August 14, 2018 Resolution Number: _____

☑ 4/5 Vote Required

Resolution Of The Board Of Directors of the Sonoma County Water Agency Authorizing Adjustments to the Board Adopted Budget for Fiscal Year 2018-2019 for the Warm Springs Dam Fund in the Amount of $200,000

Whereas, the Board of Directors of the Sonoma County Water Agency (Water Agency) adopted the Water Agency Fiscal Year 2018-2019 budget on June 15, 2018; and

Whereas, Sections 29088 through 29092 of the Government Code, State of California allow for adjustments to the Fiscal Year 2018-2019 Adopted Budget; and

Whereas, the Water Agency desires to adjust the Fiscal Year 2018-2019 Adopted Budget for the Warm Springs Dam Fund in the amount of $200,000 for as-needed field operations assistance services supporting the Water Agency's Stream Maintenance Program on Dry Creek; and

Whereas, a resolution from the Water Agency's governing board authorizing such budget adjustment is required.

Now, Therefore, Be It Resolved that the County Auditor-Controller-Treasurer-Tax Collector and the County Administrator are hereby authorized and directed to complete the budgetary and accounting transfers and adjustments to the Sonoma County Water Agency (Water Agency) Fiscal Year 2018-2019 budget as follows:

Fiscal Year 2018-2019 Expenditures		Amount
14135-33030100	**Warm Springs Dam Fund**	
51803	Other Contract Services	200,000
	Total Expenditures	200,000
Fiscal Year 2018-2019 Funding Sources		
14135-33030100	**Warm Springs Dam Fund**	
	Fund Balance	200,000
	Total Funding Sources	200,000

BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

For accessibility assistance with this document, please contact the Sonoma County Water Agency Technical Writing Section at (707) 547-1900, Fax at (707) 544-6123, or TDD through the California Relay Service (by dialing 711).

Agreement for As-Needed Field Operations Assistance Services

This agreement ("Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Water Agency") and **Hanford Applied Restoration & Conservation**, a California corporation ("Service Provider"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 7.1.

R E C I T A L S

A. Service Provider represents that it is a duly qualified and licensed landscaping firm, experienced in creek maintenance, flood control, and related services.

B. Water Agency developed the Stream Maintenance Program (SMP) to improve and define the management and maintenance of flood control channels and streams under Water Agency's authority. The primary purpose of the SMP is to provide an efficient and organized program to conduct stream maintenance activities, comply with relevant environmental regulations, and maintain flood capacity while enhancing the program area's natural resources.

C. From time to time, Water Agency requires assistance for field operations services supporting the SMP which will maintain flood capacity while improving associated riparian habitat. Under this Agreement Service Provider will provide services that include, but are not limited to, hydroseeding, native tree planting, vegetation management, invasive vegetation removal, bank stabilization, and culvert repair and replacement.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. RECITALS

1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

2.1. The following exhibits are attached hereto and incorporated herein:

a. Exhibit A: Agreement Memorandum
b. Exhibit B: Scope of Work
c. Exhibit C: Schedule of Costs
d. Exhibit D: Insurance Requirements

3. WATER AGENCY'S REQUEST FOR SERVICES

3.1. *Initiation Conference:* The Water Agency's Agreement Administrator, Chase Takajo, will initiate requests for services through an Initiation Conference, which may be in person, by telephone, or by email. During the Initiation Conference, the Project Manager and Service Provider will establish and agree on the project information shown in Exhibit A (Agreement Memorandum).

3.2. *Agreement Memorandum:* Water Agency will prepare an Agreement Memorandum setting forth the terms for the subject project as established during the Initiation Conference. The Agreement Memorandum will be in the form as set forth in Exhibit A and will be executed by both parties prior to commencement of work.

3.3. *Amount of Work:* Water Agency does not guarantee a minimum or maximum amount of work. However, under no circumstances shall the amount of work (including materials) under any single Agreement Memorandum exceed $40,000.

4. SCOPE OF SERVICES

4.1. *Service Provider's Specified Services:* Service Provider shall perform the services listed in Exhibit B (Scope of Work) or as requested in the Agreement Memorandum, within the times or by the dates provided in the Agreement Memorandum and pursuant to Article 11 (Prosecution of Work). Service Provider shall provide necessary manpower and equipment required to carry out the requested services in a professional and expeditious manner.

4.2. *Contact Information:*

Water Agency	**Service Provider**
Project Manager: Chase Takajo 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: (707) 521-1872 Email: Chase.Takajo@scwa.ca.gov	Contact: Will Johnson 596 1st Street East Sonoma, CA 95476 Phone: (707) 766-4905 Email: will@hanfordarc.com
Remit invoices to:	**Remit payments to:**
Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	Attn: Will Johnson Same address as above

4.3. *Cooperation with Water Agency:* Service Provider shall coordinate the work with the Project Manager named in the Agreement Memorandum.

4.4. *Performance Standard and Standard of Care:* Service Provider hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in

accordance with all applicable federal, state and local laws, it being understood that acceptance of Service Provider's work by Water Agency shall not operate as a waiver or release. Water Agency has relied upon the professional ability and training of Service Provider as a material inducement to enter into this Agreement. If Water Agency determines that any of Service Provider's work is not in accordance with such level of competency and standard of care, Water Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Service Provider to meet with Water Agency to review the quality of the work and resolve matters of concern; (b) require Service Provider to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 8 (Termination); or (d) pursue any and all other remedies at law or in equity.

4.5. *Assigned Personnel:*

a. Service Provider shall assign only competent personnel to perform work hereunder. In the event that at any time Water Agency, in its sole discretion, desires the removal of any person or persons assigned by Service Provider to perform work hereunder, Service Provider shall remove such person or persons immediately upon receiving written notice from Water Agency.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Water Agency to be key personnel whose services were a material inducement to Water Agency to enter into this Agreement, and without whose services Water Agency would not have entered into this Agreement. Service Provider shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Water Agency.

c. Key personnel shall be as listed in the applicable Agreement Memorandum.

d. In the event that any of Service Provider's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Service Provider's control, Service Provider shall be responsible for timely provision of adequately qualified replacements.

5. SAFETY

5.1. *Site Safety Officer.* Prior to commencement of work, Service Provider shall designate a Site Safety Officer (SSO) and alternate SSO for this work and shall provide the names, telephone and/or cellular/pager numbers of both SSOs to Project Manager. Both SSOs shall be employees of Service Provider.

5.2. *Safety Orders.* All work shall be performed in accordance with the California Code of Regulations (CCR) Title 8, Division 1, Chapter 4 - Industrial Safety Orders and all other applicable laws to ensure the safety of the public and those performing the work.

5.3. *Safety Plan and Program.*

a. *Scope*: Service Provider shall furnish a copy of an Injury and Illness Prevention Program (IIPP), a Site-Specific Safety and Health Plan (SSHP), for this work. Service Provider shall also provide copies of applicable Material Safety Data Sheets and information regarding the SSO as described below. Plans, programs, and other information described herein shall be furnished to Water Agency's Project Manager prior to commencement of work.

b. *Injury and Illness Prevention Program*: Service Provider's IIPP shall conform with the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (§6401.7).

c. *Site-Specific Safety and Health Plan and Monitoring*: The SSHP shall describe health and safety procedures to be implemented during all phases of work in order to ensure safety of the public and those performing the work. The SSHP shall be modeled after the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4).

6. PAYMENT

6.1. *Total Costs:* Total costs under this Agreement shall not exceed $500,000.

a. Task Limit: The amount of work (including materials) under any single Agreement Memorandum exceed shall not exceed $40,000, unless approved by County Counsel.

6.2. *Method of Payment:* Service Provider shall be paid in accordance with the following terms:

a. Service Provider shall be paid in accordance with Exhibit C (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit C. Expenses not expressly authorized by the Agreement shall not be reimbursed.

6.3. *Invoices:* Service Provider shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Water Agency. The bills shall show or include:

a. Service Provider name

b. Name of Agreement

c. Water Agency's Project-Activity Code as listed in the applicable Agreement Memorandum.

d. Task performed with an itemized description of services rendered by date

e. Time in quarter hours devoted to the task

f. Hourly rate or rates of the persons performing the task

g. Summary of work performed by subconsultants, as described in Paragraph 17.4

6.4. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Water Agency business after presentation of an invoice in a form approved by Water Agency for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Water Agency.

6.5. *Taxes Withheld by Water Agency:*

a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, the Water Agency shall withhold seven percent of the income paid to Service Provider for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Service Provider does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

b. If Service Provider does not qualify, as described in Paragraph 6.5.a, Water Agency requires that a completed and signed Form 587 be provided by Service Provider in order for payments to be made. If Service Provider is qualified, as described in Paragraph 6.5.a, then Water Agency requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Service Provider agrees to promptly notify Water Agency of any changes in the facts. Forms should be sent to Water Agency pursuant to Article 18 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Service Provider has the option to provide Water Agency with either a full or partial waiver from the State of California.

6.1. *Funding:*

a. Funding for this Agreement is as follows:

Current Fiscal Year	*Budgeted Appropriation*
2018-2019	$250,000
Subsequent Fiscal Years	*Planned Appropriation*
2019-2020	$250,000

b. Availability of Funding in Subsequent Fiscal Years:

i. Water Agency's performance under this Agreement in subsequent years is contingent upon appropriation of funds by Water Agency's Board of Directors. Water Agency shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Water Agency's Board of Directors for the purpose of this Agreement.

ii. If funding for this Agreement for any fiscal year is reduced or eliminated by Water Agency's Board of Directors, Water Agency shall have the

option to either terminate this Agreement in accordance with Article 8 (Termination) or offer an amendment to Service Provider to reflect the reduced amount.

7. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

7.1. *Term of Agreement:* This Agreement shall remain in effect until depletion of the not-to-exceed amount listed in Paragraph 6.1, or until August 14, 2020, whichever occurs first, unless terminated earlier in accordance with the provisions of Article 8 (Termination

7.2. *Commencement of Work:* Service Provider is authorized to proceed with work upon receipt of each fully executed Agreement Memorandum.

8. TERMINATION

8.1. *Authority to Terminate:* Water Agency's right to terminate may be exercised by Water Agency's General Manager.

8.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Water Agency shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Service Provider.

8.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Service Provider fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Water Agency may immediately terminate this Agreement by giving Service Provider written notice of such termination, stating the reason for termination.

8.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Service Provider, within 14 days following the date of termination, shall deliver to Water Agency all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Service Provider or Service Provider's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 14.9 and shall submit to Water Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

8.5. *Payment Upon Termination:* Upon termination of this Agreement by Water Agency, Service Provider shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Service Provider bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour

or per-day basis, then Service Provider shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Water Agency terminates the Agreement for cause pursuant to Paragraph 8.3, Water Agency shall deduct from such amounts the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by Service Provider.

9. INDEMNIFICATION

9.1. Service Provider agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Service Provider, that arise out of, pertain to, or relate to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Service Provider agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Service Provider's obligations under this Article 9 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at Service Provider's expense, subject to Service Provider's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Service Provider or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

10. INSURANCE

10.1. With respect to performance of work under this Agreement, Service Provider shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D (Insurance Requirements).

11. PROSECUTION OF WORK

11.1. Performance of the services hereunder shall be completed within the time required within each Agreement Memorandum, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Service Provider's performance of this Agreement shall be extended by a number of days equal to the number of days Service Provider has been delayed.

11.2. When work is requested of Service Provider by Water Agency, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Agreement Memorandum(s).

12. EXTRA OR CHANGED WORK

12.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Water Agency personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Service Provider to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Service Provider shall be entitled to no compensation whatsoever for the performance of such work. Service Provider further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Water Agency.

13. CONTENT ONLINE ACCESSIBILITY

13.1. *Accessibility:* Water Agency policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

13.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Water Agency/County-managed or Water Agency/County-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Water Agency's Web Site Accessibility Policy located at http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/.

13.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Service Provider shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).

13.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Service Provider shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Service Provider agrees to cooperate with

Water Agency staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.

13.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Water Agency's Web Site Accessibility Policy shall be the responsibility of Service Provider. If Water Agency, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Water Agency/County-managed or Water Agency/County-funded Web site does not comply with Water Agency Accessibility Standards, Water Agency will promptly inform Service Provider in writing. Upon such notice, Service Provider shall, without charge to Water Agency, repair or replace the non-compliant materials within such period of time as specified by Water Agency in writing. If the required repair or replacement is not completed within the time specified, Water Agency shall have the right to do any or all of the following, without prejudice to Water Agency's right to pursue any and all other remedies at law or in equity:

a. Cancel any delivery or task order
b. Terminate this Agreement pursuant to the provisions of Article 8 (Termination); and/or
c. In the case of custom Electronic and Information Technology (EIT) developed by Service Provider for Water Agency, Water Agency may have any necessary changes or repairs performed by itself or by another contractor. In such event, Service Provider shall be liable for all expenses incurred by Water Agency in connection with such changes or repairs.

13.6. *Water Agency's Rights Reserved:* Notwithstanding the foregoing, Water Agency may accept deliverables that are not strictly compliant with Water Agency Accessibility Standards if Water Agency, in its sole and absolute discretion, determines that acceptance of such products or services is in Water Agency's best interest.

14. REPRESENTATIONS OF SERVICE PROVIDER

14.1. *Status of Service* Provider*:* The parties intend that Service Provider, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Service Provider is not to be considered an agent or employee of Water Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Water Agency provides its employees. In the event Water Agency exercises its right to terminate this Agreement pursuant to Article 8 (Termination), Service Provider expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

14.2. *No Suspension or Debarment:* Service Provider warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Service Provider also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

14.3. *Taxes:* Service Provider agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Service Provider agrees to indemnify and hold Water Agency harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Service Provider's failure to pay, when due, all such taxes and obligations. In case Water Agency is audited for compliance regarding any withholding or other applicable taxes, Service Provider agrees to furnish Water Agency with proof of payment of taxes on these earnings.

14.4. *Records Maintenance:* Service Provider shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Water Agency for inspection at any reasonable time. Service Provider shall maintain such records for a period of four (4) years following completion of work hereunder.

14.5. *Conflict of Interest:* Service Provider covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Service Provider further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Water Agency, Service Provider shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Water Agency within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.

14.6. *Statutory Compliance/Living Wage Ordinance:* Service Provider agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Service Provider expressly acknowledges and agrees that this Agreement is subject to the provisions of

Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

14.7. *Nondiscrimination:* Service Provider shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

14.8. *Assignment of Rights:* Service Provider assigns to Water Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Service Provider in connection with this Agreement. Service Provider agrees to take such actions as are necessary to protect the rights assigned to Water Agency in this Agreement, and to refrain from taking any action which would impair those rights. Service Provider's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Water Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Water Agency. Service Provider shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Water Agency.

14.9. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Service Provider or Service Provider's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Water Agency. Water Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Service Provider shall promptly deliver to Water Agency all such documents, which have not already been provided to Water Agency in such form or format as Water Agency deems appropriate. Such documents shall be and will remain the property of Water Agency without restriction or limitation. Service Provider may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Water Agency.

15. PREVAILING WAGES

15.1. *General:* Service Provider shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Water Agency to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Service Provider shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at Water Agency and will be made available to any person upon request.

15.2. *Compliance Monitoring and Registration*: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Service Provider shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code section 1771.4(a)(3)). Service Provider and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

15.3. *Subcontracts:* Service Provider shall insert in every subcontract or other arrangement which Service Provider may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code section 1775(b)(1), Service Provider shall provide to each Subcontractor a copy of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.

15.4. *Compliance with Law:* Service Provider stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, section 16000, et seq.

16. DEMAND FOR ASSURANCE

16.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 15 limits Water Agency's right to terminate this Agreement pursuant to Article 8 (Termination).

17. ASSIGNMENT AND DELEGATION

17.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

17.2. *Subcontracts:* Notwithstanding the foregoing, Service Provider may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.

17.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 17.2 will be utilized, Service Provider may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 17.2. The following provisions apply to any subcontract entered into by Service Provider other than those listed in Paragraph 17.2:

a. Prior to entering into any contract with subconsultant, Service Provider shall obtain Water Agency approval of subconsultant.

b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Water Agency in substantially the same form as that contained in Article 9 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

17.4. *Summary of Subconsultants' Work:* Service Provider shall provide Water Agency with a summary of work performed by subconsultants with each invoice submitted under Paragraph 6.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

18. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

18.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 4.2.

18.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 18.

19. MISCELLANEOUS PROVISIONS

19.1. *No Bottled Water:* In accordance with Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.

19.2. *No Waiver of Breach:* The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

19.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Service Provider and Water Agency

acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Service Provider and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

19.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

19.5. *No Third-Party Beneficiaries:* Except as provided in Article 9 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

19.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.

19.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

19.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

19.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

19.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

/

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 17/18-059

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with Water Agency

Date/TW Initials: 6/26/18 JES

Sonoma County Water Agency

By: _____
Grant Davis
General Manager

Authorized per Water Agency's Board of Directors Action on August 14, 2018

Date: _____

Hanford Applied Restoration & Conservation, a California corporation

By: _____

_____
(Please print name here)

Title: _____

Date: _____

Exhibit A

Agreement Memorandum No. _____

TW 17/18-059

Service Provider shall perform the services as outlined in Exhibit B (Scope of Work) of the Agreement and as modified below, if applicable, within the times or by the dates provided for herein. The amount of work (including materials) under this Agreement Memorandum shall not exceed $40,000 unless approved by County Counsel.

A. Date of Initiation Conference:

B. Project Manager Name:

C. Project Manager Phone:

D. Project Manager E-mail:

E. Project Name:

F. Project Location

G. Project-Activity Codes: F0138B006, F0222B006, F0261B006

H. Schedule for receipt of deliverables:
Draft Report Due:
Final Report Due:

I. Not-to-exceed amount for this Agreement Memorandum:

J. List of key personnel or authorized subcontractors, if applicable:

K. Modifications to Exhibit B (Scope of Work), additional requirements, or attach additional sheet:

Hanford Applied Restoration & Conservation

By: _____

Title: _____

Date: _____

Water Agency copies to:
Accounting and Records
Joan Hultberg
Jake Spaulding

☐ **Sonoma County Water Agency**
☐ ---Choose one--- **County Sanitation District**

Reviewed by Project Manager:

By: _____

By: _____
Chase Takajo, Agreement Administrator

Date: _____

Reviewed and approved (Required if over $40,000):

By: _____

_____, Deputy County Counsel

Exhibit B

Scope of Work

1. TASKS

1.1. Requested services may include, but are not limited to, the following:

a. Hydroseeding
b. Native tree planting
c. Vegetation management
d. Invasive vegetation removal
e. Bank stabilization
f. Culvert repair/replacement

1.2. Review and Acceptance of Work Products

a. First Draft: Prepare each work product in draft form and submit to Water Agency for review and approval in accordance with the date listed for this deliverable in the applicable Agreement Memorandum. Water Agency will return 1 copy of the draft work product to Service Provider with comments or approval in writing.
b. Subsequent Draft(s): If Water Agency requests revisions, revise the draft work deliverable and resubmit 1 copy of the draft work deliverable for Water Agency approval.
c. Final: Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, submit the final approved work deliverable to Water Agency in accordance with the date listed for this deliverable in the applicable Agreement Memorandum.

2. DELIVERABLES

2.1. Submit one electronic copy in PDF format (emailed, on CD, or via internet) of each final deliverable to Water Agency.

2.2. Comply with requirements of Article 13 (Content Online Accessibility).

Exhibit C

Schedule of Costs

PERSONNEL	
Title	**Rates not Subject to Prevailing Wage**
Administrative Assistant	$56.00 per hour
Non-Prevailing Wage Labor	$45.00 per hour
Project Engineer	$73.00 per hour
PREVAILING WAGES	
For work subject to prevailing wage rates, the hourly rate charged will be equivalent to the prevailing wage rate applicable to the work performed by each laborer.	
EXPENSES	
Item	**Cost per Day**
Small Equipment	$108.00
High Weed Mower	$213.00
4WD Tractor	$880.00
Skid Steer	$992.00
Flail Mower Skid Steer Attachment	$470.00
Excavator <6TN	$780.00
Excavator 10TN	$1060.00
Excavator 20TN	$1728.00
Excavator 40TN	$160.00
Wheel Loader 3CY	$1093.00
Skip Loader	$720.00
Backhoe	$788.00
Hydroseeder Finn 300	$980.00
Hydroseeder Trailer Finn 90	$600.00
GPS Unit	$178.00
4 Wheel Drive Pickup	$423.00
ATV/UTV	$244.00

5000 GL Polytank	$7250.00
5 CY Dump Truck	$820.00
10 CY Dump Truck	$1247.00
Transfer Truck	$912.00
Lowbed Haul Truck	$930.00
Hook Truck	$904.00

Markup rate for materials and rentals = 15%

Cost per mile of travel to and from site = Travel to project site from Hanford ARC yard is charged at prevailing wage rate for mobilization of necessary equipment for work. Driver of vehicle and vehicle rate is charged with applicable tolls. Travel rate for work between project sites during the same day is mandated to be prevailing wage per CA DIR.

Qualifications:

1. Equipment includes equipment indirect costs (fuel, oil, grease)
2. Equipment mobilization/demobilization in not included in equipment cost
3. 2018 and 2019 rates provided due to CA DIR predetermined labor increase as currently advertised

Exhibit D

Insurance Requirements

Service Provider shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Service Provider shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by Water Agency. Any requirement for Service Provider to maintain insurance after completion of the Work shall survive this Agreement.

Water Agency reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Water Agency's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or Water Agency's failure to identify any insurance deficiency shall not relieve Service Provider from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. INSURANCE

1.1. Workers Compensation and Employers Liability Insurance

a. Required if Service Provider has employees as defined by the Labor Code of the State of California.

b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.

c. Employers' Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.

d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Water Agency.

e. Required Evidence of Insurance:

i. Subrogation waiver endorsement and

ii. Certificate of Insurance

f. If Service Provider currently has no employees as defined by the Labor Code of the State of California, Service Provider agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.

b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be

satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Service Provider maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by Service Provider.

c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000, it must be approved in advance by Water Agency. Service Provider is responsible for any deductible or self-insured retention and shall fund it upon Water Agency's written request, regardless of whether Service Provider has a claim against the insurance or is named as a party in any action involving the Water Agency.

d. Insurance shall be continued for one (1) year after completion of the Work.

e. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Service Provider in the performance of this Agreement. The foregoing shall continue to be additional insureds for (1) year after completion of the Work under this Agreement.

f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Water Agency.

i. The policy shall cover inter-insured suits between the additional insureds and Service Provider and include a "separation of insureds" or "severability" clause which treats each insured separately.

j. Required Evidence of Insurance:

   i. Copy of the additional insured endorsement or policy language granting additional insured status, and

   ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Service Provider currently owns no autos, Service Provider agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Contractors Pollution Liability Insurance

a. Minimum Limits: $1,000,000 per pollution Incident; $1,000,000 Aggregate. If Service Provider maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by Service Provider.

b. The policy shall cover:

i. Bodily injury, sickness, or disease sustained by any person, including death;

ii. Property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;

iii. Cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;

iv. Loss arising from pollutants including but not limited to fungus, bacteria, asbestos, lead, silica, and contaminated drywall;

v. Contractual liability coverage for liability assumed by Contractor under a written contract or agreement;

vi. Claims arising from owned and non-owned disposal sites utilized in the performance of this Agreement; and

vii. Inter-insured suits between the additional insureds and Contractor and shall include a “separation of insureds” or “severability” clause which treats each insured separately.

c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000, it must be approved in advance by Water Agency. Service Provider is responsible for any deductible or self-insured retention and shall fund it upon Water Agency’s written request, regardless of whether Service Provider has a claim against the insurance or is named as a party in any action involving the Water Agency.

d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.

e. Service Provider shall maintain the insurance for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be either: (a) a renewal of the existing policy; (b) an extended reporting period endorsement; or (c) a replacement insurance policy with a retroactive date no later than the commencement of the work.

f. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Service Provider in the

performance of this Agreement. The foregoing shall continue to be additional insureds for (1) year after completion of work under this Agreement.

g. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

h. Required Evidence of Coverage:

   i. Copy of the additional insured endorsement or policy language granting additional insured status,

   ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory, and

   iii. Certificate of Insurance including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the policy retroactive date.

1.5. Standards for Insurance Companies

a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

1.6. Documentation

a. The Certificate of Insurance must include the following reference: TW 17/18-059.

b. Service Provider shall submit all required Evidence of Insurance prior to the execution of this Agreement. Service Provider agrees to maintain current Evidence of Insurance on file with Water Agency as specified in Sections 1.1, 1.2, 1.3, or 1.4 above for the required period of insurance.

c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.

d. Service Provider shall submit Required Evidence of Insurance for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. Service Provider shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

f. Upon written request, Service Provider shall provide certified copies of required insurance policies within thirty (30) days.

1.7. Policy Obligations

a. Service Provider's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.8. Material Breach

a. If Service Provider fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. Water Agency, at its sole option, may terminate this Agreement and obtain damages from Service Provider resulting from said breach. Alternatively, Water Agency may purchase the required insurance, and without further notice to Service Provider, Water Agency may deduct from sums due to Service Provider any premium costs advanced by Water Agency for such insurance. These remedies shall be in addition to any other remedies available to Water Agency.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (WC) Heffernan Insurance Brokers 1350 Carlback Avenue Walnut Creek, CA 94596	**CONTACT NAME:** Cheryl vanWestrop **PHONE (A/C, No, Ext):** 925-934-8500 **FAX (A/C, No):** 925-934-8278 **E-MAIL ADDRESS:** Cherylv@heffins.com
INSURED HANFAPP-02 Hanford Applied Restoration and Conservation 23195 Maffei Road Sonoma, CA 95476	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Employers Insurance Company of Wausau — 21458 **INSURER B :** State Compensation Insurance Fund — **INSURER C :** Hamilton Specialty Insurance Company — 13551 **INSURER D :** Endurance American Insurance Company — **INSURER E :** — **INSURER F :** —

COVERAGES **CERTIFICATE NUMBER:** 1787197048 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC X OTHER: CAP	Y	Y	AHSECC1246400	11/1/2017	11/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Ded/Occ BI /Or PD	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 2,500
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ASCZ91463263017	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AHSEXS1246500	11/1/2017	11/1/2018	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	914299417	10/1/2017	10/1/2018	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ Included $ Included
D C	EXCESS LIABILITY CONT. POLLUTION W/ PROFESSIONAL LIAB (CLAIMS MADE)	Y		ELD30000494600 AHSECC1246400	11/1/2017 11/1/2017	11/1/2018 11/1/2018	EACH OCCUR/AGGREG PER CLAIM/AGGREG/DED PER CLAIM/AGGREG/DED	$9M/$9M $2M/$4M/$10k $2M/$4M/$10k

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: TW 17/18-059. Sonoma County Water Agency, its officers, agents, and employees are included as an additional insured (primary and non-contributory) includes products completed operations on General Liability policy and additional insured on Pollution Liability policies per the attached endorsement, if required. Cancellation notice endorsement for the General Liability policy is attached, if required. Waivers of Subrogation are included on General Liability and Workers Compensation policies per the attached endorsements, if required. Cancellation Notices for Automobile Liability and Pollution Liability policies have been requested from the insurance company and if approved will be forwarded when received. This Certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER

Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403-9019

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

Named Insured: Hanford ARC

Policy Number: AHSECC12464-00

Endorsement Effective Date: 11/01/2017
(12:01 AM Standard Time at the address of the **Named Insured** as shown in the Declarations)

Endorsement Number:

AUTOMATIC ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

This endorsement modifies insurance provided under the following:

X COMMERCIAL GENERAL LIABILITY COVERAGE PART

X CONTRACTORS POLLUTION LIABILITY COVERAGE PART

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured is included as an insured, but only as respects the project specified in that contract and only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured. The limit of the additional insured coverage shall be the lesser of:

1. those limits required by written contract; or
2. the applicable per claim limit per the Declarations.

Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS - (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

 Copyright, Insurance Services Office, Inc., 1984

ENDORSEMENT

Named Insured: Hanford ARC

Policy Number: AHSECC12464-00

Endorsement Effective Date: 11/01/2017
(12:01 AM Standard Time at the address of the **Named Insured** as shown in the Declarations)

Endorsement Number:

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY INSURANCE ENDORSEMENT – DESIGNATED WORK OR PROJECT(S)

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

SCHEDULE

Name of Person or Organization:
Any person(s) or organization(s) whom the *named insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of $_____, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that this Policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

Authorized Representative

This endorsement does not change any other provision of the **Policy**. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: Hanford ARC

Policy Number: AHSECC12464-00

Endorsement Effective Date: 11/01/2017
(12:01 AM Standard Time at the address of the **Named Insured** as shown in the Declarations)

Endorsement Number:

AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

This endorsement modifies insurance provided under the following:

X COMMERCIAL GENERAL LIABILITY COVERAGE PART

X CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

REP B5
9142994-17
RENEWAL
NA
3-12-23-12

EFFECTIVE OCTOBER 1, 2017 AT 12.01 A.M.
AND EXPIRING OCTOBER 1, 2018 AT 12.01 A.M.

HANFORD ARC
596 1ST ST E
SONOMA, CA 95476

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: **SEPTEMBER 28, 2017**

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 8
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: August 14, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Water Agency

Staff Name and Phone Number:
David Royall 521-1892

Supervisorial District(s):

Title: Janitorial Services

Recommended Actions:

Authorize Water Agency's General Manager to execute an agreement with James Furuli Investment Company, Inc., dba Environmental Dynamics to provide janitorial services through August 24, 2020, for the amount of $300,000.

Executive Summary:

This item requests authority for the Sonoma County Water Agency's (Water Agency) General Manager to execute an agreement with James Furuli Investment Company, Inc., dba Environmental Dynamics (Service Provider) to provide janitorial services at various Water Agency and County Sanitation District (District) facilities as follows: Administration office, operations and maintenance office, and fisheries environmental lab in Santa Rosa; water education building in Forestville; treatment plant in Sonoma; and treatment plant in Guerneville. The agreement amount is $300,000 for two years.

Discussion:

HISTORY OF ITEM/BACKGROUND

Water Agency requires janitorial services at its facilities including Water Agency's administration office, operations and maintenance office, and fisheries environmental lab in Santa Rosa; water education building in Forestville; treatment plant in Sonoma; and treatment plant in Guerneville.

From 2008 to 2016, Water Agency generally contracted for janitorial services under a joint agreement with City of Santa Rosa (City). City conducted the selection process and entered into an agreement with the selected service provider. City and Water Agency entered into a joint agreement for Water Agency's share of the cost of janitorial services. During this time period, there was one agreement between Water Agency and James Furuli Investment Co. Inc. dba Environmental Dynamics. This agreement was for approximately four days of janitorial services only at Water Agency's newly occupied 204 Concourse Boulevard facilities. Preparing a low-dollar-amount agreement was more efficient than amending the existing joint agreement with the City to add this work.

Beginning in 2016 Water Agency began contracting for janitorial services separately from the City of Santa Rosa in order to simplify the ordering of supplies and enable Water Agency to control its own scheduling.

SELECTION PROCESS

On January 22, 2016, Water Agency issued a Request for Statements of Qualifications to the following eight firms:

1. Altech Building Services, Santa Rosa, California
2. County of Sonoma General Services, Santa Rosa, California
3. Integrity Construction Maintenance, Inc., Sebastopol, California
4. James Furuli Investment Company, Inc., dba Environmental Dynamics, Petaluma, California
5. ML Cleaning, Petaluma, California
6. Professional Touch Maintenance Services, Santa Rosa, California
7. Redwood Building Maintenance, Petaluma, California
8. Wine Country Residential and Commercial, Santa Rosa, California

The Request for Statements of Qualifications was also posted on the Water Agency and County of Sonoma Purchasing Department websites.

James Furuli Investment Company, Inc., dba Environmental Dynamics (Service Provider) was the only firm to submit a Statement of Qualifications. Evaluation was based on thoroughness of the response, professional qualifications and demonstrated ability to perform the work, and exceptions to standard terms in sample agreement. Service Provider was selected to perform the work because Service Provider meets the evaluation criteria and has a great deal of experience in this field. Additionally, Service Provider has successfully worked with the Water Agency in the past and is familiar with Water Agency processes, procedures, and facilities.

SERVICES TO BE PERFORMED

Under the proposed agreement, Service Provider will clean and restock restrooms; sweep, mop, or vacuum floors, as appropriate; dust office furniture; empty wastebaskets; and other general janitorial services. These services are substantially the same as those provided under previous agreements for the last two years.

The cost of services will not exceed $150,000 in fiscal year 2018/2019 and $150,000 in fiscal year 2019/2020. The total agreement amount is $300,000. This agreement covers services rendered from August 25, 2018, to August 24, 2020.

RECOMMENDATION

Water Agency staff recommends that the Board authorize Water Agency's General Manager to execute an agreement with James Furuli Investment Company, Inc., dba Environmental Dynamics to provide janitorial services through August 24, 2020 for the amount of $300,000.

Prior Board Actions:

04/26/2016: Authorize Water Agency's General Manager to execute an agreement with James Furuli Investment Company, Inc., dba Environmental Dynamics to provide janitorial services for the amount of $300,000, term end April 30, 2018.

03/10/2015: Second Amendment to below agreement. Additional Cost $131,320.80; new term end date of February 28, 2016.

03/26/2013: Authorizing Chair to execute a joint agreement with City of Santa Rosa to provide janitorial services; and authorizing the Water Agency's General Manager to terminate, if appropriate, or amend the Agreement, provided amendments do not cumulatively increase the total cost by more than $15,000 or substantially change the scope of work, and to approve additions, deletions, or changes in assignment of work to subconsultants, following the procedures set forth in the Agreement. Cost $274,795; term end February 28, 2015.

Strategic Plan Alignment Goal 3: Invest in the Future

Work under the agreement meets this goal by investing in infrastructure.

Fiscal Summary

Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	150,000	150,000	
Additional Appropriation Requested			
Total Expenditures	**150,000**	**150,000**	
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	150,000	150,000	
Use of Fund Balance			
Contingencies			
Total Sources	**150,000**	**150,000**	

Narrative Explanation of Fiscal Impacts:

Budgeted amount of $150,000 is available from FY 2018/2019 appropriations for the Facilities fund. FY 2019/2010 appropriations will be budgeted in that fiscal year.

N/A			
N/A			
Agreement			
None.			

COOPERATIVE AGREEMENT TO PROVIDE FUNDING FOR SHARED CONSULTING SERVICES

This agreement ("Agreement") is by and between the **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Water Agency"), and the **Round Valley Indian Tribes**, a sovereign federally-recognized Indian tribe with authority over its Reservation in Mendocino County (the "Tribes"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 8.1 (Term of Agreement).

R E C I T A L S

A. Water Agency and the Tribes are committed to a goal of restoring and maintaining the viability of salmonids and other fish species in both the Eel and Russian River Basins.

B. Water Agency and the Tribes are committed to a goal that water resources will continue to be managed to provide reliable water supplies in both basins.

C. Water Agency and the Tribes are committed to the development of best available science to evaluate the impacts of the Potter Valley Hydroelectric Project on the fish species and water resources management in the Eel River and the Russian River, in the context of the relicensing proceeding pending before the Federal Energy Regulatory Commission.

D. Water Agency and the Tribes propose to undertake joint scientific studies of potential options to achieve the goals stated in Recitals A and B, supplementing the studies that Pacific Gas and Electric Company (as licensee) will be required to undertake for the purpose of the relicensing proceeding.

E. Water Agency and the Tribes intend to engage McBain and Associates (hereafter, Consultant) for the purpose of conducting studies related to fish ecology and water resources management.

F. Water Agency and Tribes are committed to cooperate with other public and private stakeholders in the development of best available science relevant to the relicensing proceeding for the Potter Valley Project, as well as the regional goals described in Recitals A and B.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows.

A G R E E M E N T

1. RECITALS

1.1. The above recitals are true and correct.

2. STUDIES

2.1. The Tribes and Water Agency will discharge their responsibilities, as specified in Sections 3 and 4, to undertake the studies described in Exhibit A.

2.2. Consultant will function as an independent contractor. Communications between Consultant, Tribes, and Water Agency in the conduct of these studies will not be subject to attorney-client or attorney work product privileges.

2.3. The study reports will be public documents. Each report will include a disclaimer that that the Consultant prepared the report pursuant to this Agreement, as an independent contractor and not as expert for either party; and that the findings and conclusions in the report are the Consultant's alone and may not be attributed to the Water Agency or Tribes. Either party may use the reports at its discretion, subject to a reasonable good faith commitment that such use will be consistent with the Recitals.

3. WATER AGENCY'S RESPONSIBILITIES

3.1. Within 14 calendar days of the Effective Date, Water Agency shall deposit $87,000 in an account designated by the Tribes, for the purpose of the studies described in Exhibit A.

3.2. Water Agency shall participate in meetings with Consultant and Tribes and shall review and comment on study reports.

4. ROUND VALLEY INDIAN TRIBES' RESPONSIBILITIES

4.1. The Tribes shall prepare and execute an agreement with McBain and Associates to provide consulting services in an amount not to exceed $87,000, unless the Tribes provide additional funding for services under this Agreement in excess of that amount, for both services and expenses, consistent with the form attached as Exhibit A. Should McBain and Associates complete the work for less than the not-to-exceed amount listed above, the Tribes shall return the Water Agency's remaining funds to the Water Agency.

4.2. The Tribes shall act as liaison with the Consultant and provide any necessary project management, direction and coordination. This responsibility includes coordinating necessary meetings and providing status updates and analysis to Water Agency. The Tribes shall review and comment on study reports.

4.3. The Tribes shall provide Water Agency with a written accounting of all expenditures upon completion of the work identified in Exhibit A.

4.4. The Tribes shall maintain complete and accurate records of all associated transactions in compliance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records shall be available to

Water Agency upon reasonable notice for inspection and analysis during business hours.

5. COMMUNICATION/DESIGNATED REPRESENTATIVES

5.1. The persons designated below shall, upon execution of this Agreement, have authority to grant discretionary approvals identified in this Agreement. Except as otherwise specifically provided in this Agreement, any notice, submittal, or communication required or permitted to be served on a party, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

Water Agency	Round Valley Indian Tribes
Project Manager: _____ 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: _____ Email: _____ Designated Representative: _____	Project Manager: _____ _____ _____ Phone: _____ Email: _____ Designated Representative: _____

6. TERMINATION

6.1. Either party may terminate its participation in this Agreement by giving 30 calendar-days written notice to the other party of its intent to terminate its participation in this Agreement. Termination shall not relieve the Water Agency of its obligation to pay costs and expenses related to the Consultant contract or otherwise allocated prior to the effective date of the termination. Water Agency's right to terminate may be exercised by Water Agency's General Manager.

7. EXPERTS.

7.1. This Agreement does not affect the status of the Consultants as experts for the Tribes in any activity other than the studies.

8. ADDITIONAL REQUIREMENTS

8.1. Term of Agreement: The term of this Agreement shall be from the date signed by both parties ("Effective Date") to June 30, 2020 ("Termination Date"), unless terminated earlier in accordance with the provisions of Article 6 .

8.2. Authority to Amend Agreement: Changes to this Agreement may only be made by written amendment, signed by both parties. The General Manager of the Water Agency and the person identified by the Tribes in Article 5 are authorized to execute amendments to the Agreement, provided that the amendments do not

substantially change the scope of the Agreement or increase the cost to Water Agency.

8.3. Construction: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.4. Making of Agreement: The Tribes and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the Agreement's interpretation; the language of the Agreement will not be construed against one party in favor of another. The Tribes and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

8.5. No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

8.6. Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

8.7. Merger: This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

8.8. Entire Agreement: This Agreement is the entire Agreement between the parties.

8.9. Counterparts: This Agreement may be executed in multiple counterparts and all counterparts so executed shall constitute a single agreement binding. Original counterpart signature pages may be affixed to an original of this Agreement to create a single, complete agreement. Any counterpart executed by a Participant and/or Water Agency [District] and transmitted by electronic transmission shall be treated as an original signature page at the time of receipt. The actual original signature page shall also be mailed to Water Agency [District] within ten days of the date of the electronic transmission.

8.10. Survival of Terms: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

8.11. Time of Essence: Time is and shall be of the essence of this Agreement and every provision.

7.12. Cooperation: The Tribes and the Water Agency agree to meet and confer as necessary to carry out the purposes of this Agreement.

7.13. Other Agreements: The Tribes and the Water Agency may enter into other agreements regarding other issues or concerns, and nothing in this Agreement shall be construed as obligating either party to enter into other agreements.

7.14. No Rights Created: This Agreement creates no right, obligation, benefit or responsibility that is enforceable at law or equity. Nothing in this Agreement obligates either party to fund particular projects or to otherwise transfer anything of value to the other party.

7.15. Legal Authority Not Altered: This Agreement is not intended to alter, limit, or expand either parties' legal authority.

7.16. Independent Interests: Nothing in this Cooperative Agreement shall affect the right or ability of the Tribes or the Water Agency to take positions on any issue independently of the other party. Each party retains the right to determine for itself its own best interest and to act accordingly.

Sonoma County Water Agency

By: _____
Grant Davis
Water Agency General Manager

Date: _____

Round Valley Indian Tribes

By: _____
James Russ
President

Date: _____

Approved as to form:

By: _____
Adam Brand,
Deputy County Counsel

Exhibit A
Scope of Work for Consultants to the Round Valley Indian Tribes

Tasks:

Task 1. Ad Hoc Working Group Participation and Modeling

The Round Valley Indian Tribes' technical consultant will participate in the Jared Huffman Ad-Hoc Committee Technical Working Group meetings to assess water supply and fish passage scenarios with various management scenarios associated with the future Potter Valley Project (PVP). Subtasks will include (1) review of existing Russian River and PVP HEC-ResSim model input data, assumptions, sensitivity analyses, uncertainty and limitations, and model run results, (2) participation in Working Group meetings and/or conference calls to develop alternative PVP operational scenarios, review and summarize results, and determine next steps. The results of this work would 1) assist the Tribes in better understanding the PVP and Russian River models in use, 2) enable input into the development and application of the PVP and Russian River model to be used for the Ad-Hoc Committee and FERC studies, 3) assist Water Agency and Tribes in resolving any questions that may arise later from use of the models for Ad-Hoc Committee and FERC-related analyses, and 4) enable Water Agency and the Tribes collaboratively conduct a balanced evaluation of PVP and Russian River alternatives on water supply and ecological resources.

Task 2. Ecological evaluations related to PVP alternatives

Based on results of Task 1, work with Water Agency biologists to conduct a balanced evaluation of the ecological effects of PVP flow management alternatives on the Eel River and Russian River. Analyses will initially use information currently available, including the River 2D habitat assessment on the Russian River, the VTN flow-habitat curves and fish passage thresholds on the Eel River below the PVP. Once additional information is developed by PG&E as part of their proposed Study Plans (e.g., water temperature model, FYLF information), additional analyses may be conducted.

Deliverables:

- PowerPoint presentations (produced collaboratively with Water Agency staff) of model results, interpretation, and recommended next steps for briefing Water Agency management and the Tribal Council.
- PowerPoint presentations (produced collaboratively with Water Agency staff) summarizing ecological effects of flow management alternatives on the Eel River and Russian River.

Budget: $87,000

Timeline: August 1, 2018 - July 30, 2020

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 9
(This Section for use by Clerk of the Board Only.)

To:	Board of Directors, Sonoma County Water Agency
Board Agenda Date:	August 14, 2018
Vote Requirement:	Majority
Department or Agency Name(s):	Sonoma County Water Agency
Staff Name and Phone Number:	Kevin Booker / 521-1865
Supervisorial District(s):	First and Second
Title:	North Bay Water Reuse Authority Phase II Grant Administration

Recommended Actions:

Adopt a Resolution authorizing the General Manager of the Sonoma County Water Agency, or his designee:

(1) Sign and file an application with the United States Bureau of Reclamation pursuant to the Water Infrastructure Improvements for the Nation Act for funding the North Bay Water Reuse Program construction activities;
(2) Execute a cooperative agreement with the United States Bureau of Reclamation; and
(3) Take all actions necessary to implement the cooperative agreement.

Executive Summary:

Approval of this item would authorize the General Manager of the Sonoma County Water Agency (Water Agency), or his designee, to file a funding application under Funding Opportunity Announcement No. BOR-DO-18-F011 on behalf of the North Bay Water Reuse Authority (Authority) with the United States Bureau of Reclamation (Bureau) for construction of the City of Petaluma's Ellis Creek Water Recycling Facility Capacity Increase Project and the City of American Canyon's Recycled Water Distribution System Expansion, under the Water Infrastructure Improvements for the Nation Act (Act), and would authorize the General Manager, or his designee, to execute a cooperative agreement with Bureau if the application is approved. In accordance with the Authority's Fourth Amended Memorandum Of Understanding, the Water Agency acts as the Authority's administrative agency, which includes submitting grant applications and managing grant awards for the 11 member agencies. The City of Petaluma's Ellis Creek Water Recycling Facility Capacity Increase Project and the City of American Canyon's Recycled Water Distribution System Expansion are the only projects included in this grant application and seek to increase tertiary filtration and disinfection capacity by 2.12 million gallons per day, and to construct over 3,000 feet of recycled water distribution pipelines, respectively. The Water Agency does not have a project in this application, but would provide services as the administrative agency in the amount of $24,323 (of which approximately $3,999 would be reimbursed by the grant). The Water Agency services include ensuring compliance with the funding requirements and pass-through project reimbursements to both

agencies. The City of Petaluma and City of American Canyon will be responsible for all costs arising from their respective projects, including reimbursing all Water Agency administration costs not reimbursed by the Bureau. The total project cost eligible under the Bureau funding guidelines is estimated to be $9,538,051 and the Authority is seeking reimbursement of 25% or 2,384,513.

Discussion:

On November 6, 2001, the Board of Directors of the Water Agency authorized and directed the General Manager to pursue state and federal funding for water reuse projects that would put recycled water to beneficial use within Sonoma, Marin, and Napa counties. In 2002, the Water Agency entered into a cooperative agreement with the Bureau under the authority of Public Law 102-575, Title XVI, to prepare a feasibility study to assess regional water recycling opportunities for restoration and agricultural irrigation.

Since 2005 the Authority, which was established under a Memorandum of Understanding among counties, cities, and local water and sanitation districts, has been coordinating interagency efforts to expand the beneficial use of recycled water in the North Bay Region. Current Authority members include the City of Petaluma, Las Gallinas Valley Sanitary District, Marin County, Marin Municipal Water District, City of American Canyon, Napa County, Napa Sanitation District, North Marin Water District, Novato Sanitary District, Sonoma County Water Agency, and Sonoma Valley County Sanitation District. The Memorandum of Understanding designates the Water Agency as the administrative agency for purposes of carrying out the administrative tasks of the Authority.

The Authority is a cooperative program that builds regional water supply resiliency for all water users by expanding the use of recycled water for agricultural, urban, and environmental uses, thereby reducing reliance on local and imported surface and groundwater and reducing the amount of treated effluent releases to San Pablo Bay. The North Bay Water Reuse Program's (Program) projects provide new, long-term local water supplies that also offer numerous economic and environmental benefits for the region, including:

1. A reliable, new water supply for the region's agriculture;
2. An alternative water supply for irrigation of parks, golf courses, and public landscaping;
3. Increased water for restoration of wetlands and improved in-stream flows for riparian habitat and fisheries recovery;
4. Reduced demand on limited local surface and groundwater supplies;
5. Less discharge of treated wastewater into San Pablo Bay;
6. Reduced demand on potable water imported from the Russian River; and
7. Leveraged, cooperative funding opportunities through regional agency partnering.

Each of the Authority wastewater agencies has recycled water projects, and through partnering with other Authority member agencies, new recycled water customers have been served throughout the Program area.

Under Phase I of the Program, $25,000,000 has been received in federal grant funding and $5,886,800 in state grant funding to construct pipeline, reservoirs, pump stations, and upgraded treatment facilities.

The Act was enacted in December 2016 to address water resources infrastructure that is critical to the nation's economic growth, health and competitiveness. The Act allows new water recycling projects to be eligible for federal funding under the WaterSMART Title XVI Program.

The Authority has been working on Phase II of the Program. The purpose of Phase II is to explore options for expanding the recycled water use, and other water management options, within the North San Pablo Bay region beyond the projects constructed under Phase I of the Program. In 2017, the Bureau reviewed the Title XVI Feasibility Study for the projects proposed for Phase II, found that they meet all the requirements of the Bureau, and transmitted them to Congress. To obtain funding under the Act, the Authority must submit a funding application and, if the application is approved, enter a cooperative agreement with the Bureau to oversee the projects. The City of Petaluma's Ellis Creek Water Recycling Facility Capacity Increase Project includes facility upgrades at the existing facility to increase tertiary filtration and disinfection capacity from 4.68 to 6.8 million gallons per day (an increase of 2.12 million gallons per day). Project components include 2.12 million gallons per day capacity tertiary filters with associated piping and pumps and UV disinfection lamps. The project will provide 712 acre-feet per year of additional tertiary recycled water available for reuse, providing an offset to potable water use in the area. The construction cost eligible under the grant guidelines is estimated at $9,022,053, and the City of Petaluma is seeking 25%, $2,255,513, in cost reimbursement in this application. The City of American Canyon's Recycled Water Distribution System Expansion Project includes construction of over 3,000 feet of recycled water pipelines. This project would efficiently utilize existing assets to increase the distribution of recycled water and supply 48 acre-feet annually. The construction cost eligible under the grant guidelines is estimated at $500,000 and the City of American Canyon is seeking 25%, $125,000, in cost reimbursement in this application. The cities will be responsible for all costs arising from the projects, including reimbursing all Water Agency administration costs not reimbursed by the Bureau.

As the Authority administrative agency, the Water Agency would administer the grant on behalf of Authority members. Grant administration includes demonstrating compliance with Title XVI grant provisions, semi-annual financial and narrative reporting, invoicing, and acting as the pass-through agency for Bureau reimbursements. The estimated fully loaded cost to administer the grant funding is $24,323 (of which $15,998 is eligible under the funding guidelines). The Water Agency's administration costs will be partially reimbursed by the grant (approximately $3,999) and all remaining balances will be paid by Phase II Participating member agencies as stipulated in the North Bay Water Reuse Authority Memorandum of Understanding.

Funding awards announcements are expected in late Fall 2018 with obligation occurring in late Winter/Early spring 2019.

Prior Board Actions:

9/12/2017	Resolution authorizing the General Manager of the Sonoma County Water Agency, or his designee, to a) sign and file an application with the United States Bureau of Reclamation pursuant to the Water Infrastructure Improvements for the Nation Act for funding the North Bay Water Reuse Program construction activities; b) execute a cooperative agreement with the United States Bureau of Reclamation; and c) take all actions necessary to implement the cooperative agreement.

7/18/2017	Amendment of existing delegated authority for the General Manager to execute agreements entered by the Sonoma County Water Agency in its capacity as Administrative Agency of the North Bay Water Reuse Authority to increase from $25,000 to $50,000, in line with the current delegated signature authority for Water Agency contracts. B) Link the delegated authority for the General Manager to execute agreements entered into on behalf of the North Bay Water Reuse Authority to the delegated authority for Water Agency contracts for any future changes to the latter.
3/17/2015	Resolution authorizing the General Manager of the Sonoma County Water Agency, or his designee, to: a) file a grant application to the Bureau of Reclamation's Title XVI Water Reclamation and Reuse Program; b) execute a cooperative agreement with the United States Bureau of Reclamation; and c) take all actions necessary to implement the grant agreement.

Strategic Plan Alignment Goal 3: Invest in the Future

The North Bay Water Reuse Program's projects align with the County's goal of investing in the Future. The Program will provide an alternative source of water for agricultural irrigation in Sonoma County.

Water Agency Water Supply Goals and Strategies, Goal 2: Protect the Water Agency's existing water rights and our clean, high-quality water supply, and improve system resiliency by continuing to develop alternative supplies.

Fiscal Summary

Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	243,051	1,802,208	359,577
Additional Appropriation Requested	0		
Total Expenditures	**243,051**	**1,802,208**	**359,577**
Funding Sources			
General Fund/WA GF			
State/Federal	238,873	1,788,151	357,488
Fees/Other	4,178	14,057	2,089
Use of Fund Balance			
Contingencies			
Total Sources	**243,051**	**1,802,208**	**359,577**

Narrative Explanation of Fiscal Impacts:

Budgeted amount of $243,501 is available from FY 2018/2019 appropriations in the Recycled Water Fund. No additional appropriation is required.

The project is being implemented by three agencies; Sonoma County Water Agency, City of Petaluma, and City of American Canyon. The cities will be responsible for funding construction of their respective projects. The Water Agency, acting as fiscal agent, will incur costs for administration of the project, as well as, pass-through funds reimbursed by the Bureau to the participating cities. Accordingly, the table only shows the funds that are directly expended by the Water Agency or will be passed through to the cities. City of Petaluma's project has a total eligible cost of $9,022,053. The City of American Canyon's project has a total eligible cost of $500,000. The Water Agency's project has a total cost of $24,323 (of which $15,998 is eligible under the funding guidelines). The application seeks 25% in cost reimbursement on a total eligible project cost of $9,538,051, or $2,384,513 over the three year period. The total project cost is $2,404,836 over a three year period, which includes the $2,384,513 grant pass-through to the member agencies, plus the Water Agency's $24,323 cost to administer the grant as the fiscal agent.

The cities will be responsible for all costs arising from the Project including reimbursing Water Agency for administration costs not reimbursed by the Bureau. This includes all non-reimbursed grant eligible costs and overhead costs in excess of the 10% de minimis federal indirect cost rate. Therefore, the cities are expected to owe the Water Agency an additional $20,323 over the course of the project, which is reflected as a "Fees/Other" funding source in the above Fiscal Summary. Water Agency anticipates billing the cities in arrears on an annual basis and requesting final payment at grant closeout in FY20-21.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
N/A			

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

Resolution

Related Items "On File" with the Clerk of the Board:

None

Item Number: _____

Date: August 14, 2018 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Directors of the Sonoma County Water Agency, State Of California, authorizing the General Manager of the Sonoma County Water Agency, or his designee, to sign and file an application with the United States Bureau of Reclamation's Water Infrastructure Improvements Nation Act (WIIN) for funding the North Bay Water Reuse Program construction activities; execute a cooperative agreement with the United States Bureau of Reclamation; and take all actions necessary to implement the cooperative agreement.

Whereas, the Sonoma County Water Agency (Water Agency) wishes to promote and expand the beneficial use of recycled water in the North San Pablo Bay Region thereby promoting the conservation of limited surface and groundwater resources; and

Whereas, the Water Agency, Sonoma Valley County Sanitation District, Napa Sanitation District, Novato Sanitary District, County of Napa, North Marin Water District, City of American Canyon, City of Petaluma, Marin Municipal Water District, County of Marin and Las Gallinas Valley Sanitary District, collectively known as the North Bay Water Reuse Authority (NBWRA), signed a Memorandum of Understanding to assess and implement regional water recycling opportunities to offset potable water; and

Whereas, the Memorandum of Understanding designates the Water Agency as the administrative agency for purposes of carrying out the administrative tasks of the NBWRA; and

Whereas, the Bureau of Reclamation released a new funding opportunity for Title XVI water recycling projects under the Water Infrastructure Improvements for the Nation Act (P.L. 114-322). The WIIN Act was enacted in December 2016 to address water resources infrastructure that is critical to the nation's economic growth, health and competitiveness; and

Whereas, the NBWRA conducted a study to assess the feasibility of implementing its Phase II regional water recycling construction projects; and

Whereas, NBWRA Title XVI Feasibility Study that has been reviewed by the Bureau of

Reclamation, found to meet all the requirements of Reclamation; and

Whereas, the Bureau of Reclamation has established procedures and criteria necessary to administer the program; and

Whereas, said procedures and criteria established by the Bureau of Reclamation require a resolution certifying the approval of application by the Applicant's governing body before submission of said application to Reclamation; and

Whereas, the NBWRA Board of Directors, at its January 27, 2014 meeting approved of the Water Agency submitting applications on behalf of the NBWRA.

Now, Therefore, Be It Resolved that the Board of Directors hereby finds, determines, certifies, and declares as follows:

1. The General Manager of the Water Agency, or his designee, is hereby authorized to sign and file an application with the Bureau of Reclamation for funding construction projects for the North Bay Water Reuse Program, under the Bureau's Title XVI Water Reclamation and Reuse Program.

2. The General Manager of the Water Agency, or his designee, is hereby authorized to execute a cooperative agreement with the Bureau of Reclamation.

3. The General Manager of the Water Agency, or his designee, is hereby authorized take all actions necessary to implement the grant agreement.

Directors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

ATTEST:

_____

Clerk of the Board

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 10
(This Section for use by Clerk of the Board Only.)

To:	Board of Directors, Sonoma County Water Agency
Board Agenda Date:	August 14, 2018
Vote Requirement:	Majority
Department or Agency Name(s):	Sonoma County Water Agency
Staff Name and Phone Number:	David Cook (707) 574-1944 Candace Messner (707) 524-6424
Supervisorial District(s):	Fifth
Title:	Green Valley Creek High Flow Channel Project

Recommended Actions:

A. Adopt a resolution adopting the Initial Study and Negative Declaration for the Green Valley Creek High Flow Channel Project, making certain related findings, approving the project, and directing the General Manager to file a Notice of Determination;
B. Authorize the Water Agency's General Manager to execute a License Agreement with Jay and Tammie Ress that will allow the Water Agency to construct the Green Valley Creek High Flow Channel Project, on property owned by Jay and Tammy Ress (Ress Property), located at 10201 Green Valley Road, Sebastopol; and
C. Delegate authority to the Water Agency's General Manager to execute a Limited Duration Easement at the termination of the License Agreement for continued use of the Ress Property for the proposed Green Valley Creek High Flow Project for a period not to exceed four years in substantially the form provided to the Board following approval from County Counsel.

Executive Summary:

The Sonoma County Water Agency (Water Agency) is proposing the Green Valley Creek High Flow Channel Project (Proposed Project or Project). Green Valley Creek flooding of the Green Valley Road crossing has been increasing in magnitude, frequency and duration for the past several years. The purpose of this Proposed Project is to reduce the frequency of flooding onto Green Valley Road and adjacent properties by excavating and maintaining channels to accommodate storm flows. The Project would be maintained for five years, if the Water Agency is able to secure the property rights necessary to perform the excavation and maintenance activities for the portions of the creek located on private property. Long-term benefits of the Project include increased aquatic habitat, riparian restoration, fewer wildlife strandings resulting from flooding of Green Valley Road, and reduced degradation of habitats downstream from sedimentation. The Water Agency received six comment letters/emails from persons interested in the Proposed Project. This item will adopt a resolution adopting the Initial Study and Negative Declaration for the Project, making certain related findings, approving the project, and directing the General Manager

to file a Notice of Determination. This item also authorizes the Water Agency's General Manager to execute a one-year License Agreement to acquire the property rights necessary for construction of the Proposed Project and delegates authority to the Water Agency's General Manager to execute a Limited Duration Easement at the termination of the License Agreement to allow for continued maintenance of the Proposed Project for a period not to exceed four years.

Discussion:

History of Item/Background

Green Valley Creek is a tributary of the Russian River located in western Sonoma County near the City of Sebastopol. Green Valley Creek flooding of the Green Valley Road crossing has increased in magnitude, frequency and duration for the past several years. Much of the flooding is a result of sedimentation in the existing natural creek channel that directs waters toward the road and adjacent vineyard. The vineyard has no downstream outlet to the creek, and the potential exists for stranding of species listed under the State and federal Endangered Species Acts, including Central California coast coho salmon and California freshwater shrimp. There is also a threat to public safety presented by flooding of the road. As of 2012, one inch of rain in a 24-hour period produced enough creek flow to overtop Green Valley Road and in 2016 and 2017, creek flows over the road took several weeks to recede, causing road closure and road surface damage.

The 2016-2017 winter season brought record rainfall to Sonoma County. In February 2017, Water Agency staff responded to extended flooding at Green Valley Road by completing emergency flood control work at the Green Valley Creek crossing. The emergency work included excavating 500 feet of the Green Valley Creek active channel parallel to Green Valley Road. The emergency work also required rescue of fish and wildlife stranded in the flooded adjacent vineyard and habitat restoration.

Green Valley Creek High Flow Channel Project

The Water Agency is proposing the Green Valley Creek High Flow Channel Project (Proposed Project or Project) to reduce the potential of storm waters overtopping the creek banks and flooding roads and adjacent properties. The Proposed Project would help retain and expand the channel capacity gained by the 2017 flooding emergency response.

The Proposed Project is comprised of five components: 1) vegetation removal from existing understory vegetation for an access road, in the area of the high flow channel, and along the historic channel for flood conveyance; 2) placing temporary fill for an access road across the historic channel; 3) excavating a high flow channel and removing sediment to maintain the active channel; 4) annual project maintenance for a period of five years; and 5) revegetating with native plants. A high flow channel would be excavated within an existing sediment bar located between a historic channel and the active channel, which was excavated during the 2017 flooding emergency response. To maintain the benefit of the capacity gained through excavation of these channels, sediment would be removed from either the emergency and/or the high flow channel annually depending on sedimentation each year. Maintenance would be implemented annually over five years based on sediment accumulation and vegetation growth. Grant funding is being pursued to design and implement a long term project to address flooding issues in the project area. In November 2017, the Water Agency, in partnership with Sonoma County Transportation and Public Works, completed and submitted an application for Federal Emergency Management Agency Hazard Mitigation

Assistance Grant Program funding to help cover long-term project costs. We anticipate learning if the grant will be awarded for the project within the next year.

Project construction is anticipated to take up to three weeks in the fall of 2018. Revegetation activities would be completed during late fall 2018. The Proposed Project would include implementation of Best Management Practices (measures) to protect the riparian and aquatic resources within the Proposed Project area. These measures would avoid or minimize disturbance to wetland and aquatic habitats, common fish and wildlife, nesting birds, and special status species.

California Environmental Quality Act Documentation

The Initial Study and Negative Declaration of Environmental Impact (Initial Study) was available on June 22, 2018, for a 33-day public review period that ended on July 24, 2018. The Initial Study addresses the potential environmental impacts of the Proposed Project and determined that there is no substantial evidence that the Proposed Project would have a significant adverse impact upon the environment and therefore, no mitigation is required. A notice of availability for the Initial Study for public review was distributed to the jurisdictional and permitting agencies and sent to stakeholders, interested persons, and property owners adjacent to the Proposed Project area on June 22, 2018. Copies of the Initial Study and notice of availability were also made available at the Water Agency's administrative office and Sebastopol Regional Library. A legal notice was also published in the Press Democrat, and display ads were posted in the Sonoma County Gazette and on NextDoor. Six comment letters/emails were received from interested persons, five of which support the Proposed Project. One comment received from a landowner expressed their concerns that the Proposed Project may divert more water, sediment and debris on to their property.

The Water Agency received a formal request for consultation only from the Federated Indians of Graton Rancheria (Tribe) under Assembly Bill 52 (AB52). The Tribe requested that the Proposed Project include contacting the Tribe's Tribal Heritage Preservation Officer (Officer) and engage in tribal consultation if cultural resources are inadvertently encountered during ground disturbing activities. The Proposed Project description was modified to include a notification provision. Water Agency staff concluded that the revisions would not result in a new significant adverse effect on the environment that would require recirculation of the Initial Study.

On July 5, 2018, Water Agency submitted an application for Sonoma County General Plan 2020 (General Plan) consistency review to Sonoma County Permit & Resource Management Department (Permit Sonoma). Permit Sonoma completed review of the Proposed Project on July 18, 2018, and determined that the project is consistent with the General Plan. Applications for the federal and State permits required for project implementation have been submitted and are pending completion of CEQA and final project reviews by resource agencies.

Acquisition of Property Rights

In order to construct the Proposed Project, the Water Agency must acquire rights to construct and maintain the project from Jay and Tammie Ress on their property located at 10201 Green Valley Road, Sebastopol (Assessor's Parcel Number 104-050-013). Water Agency staff appraised the value of the property rights needed for the Project and has successfully negotiated a License Agreement with Mr. and Mrs. Ress. The total compensation for the License Agreement is Eight Thousand Eight Hundred Dollars ($8,800.00).

Although the Proposed Project is scheduled to last for five years, Mr. and Mrs. Ress required that the Water Agency only execute a one year License Agreement for the initial sediment removal work. After successful completion of the initial year's work, Mr. and Mrs. Ress have expressed their willingness to execute another agreement to extend the Water Agency's access to their property to allow the Water Agency to maintain the Project for the additional 4 years to Project completion. Water Agency staff has prepared a Limited Duration Easement, which would allow the Water Agency to maintain the Project under the same terms and conditions as the License Agreement. The total compensation for the Limited Duration Easement is Thirty-Five Thousand Two Hundred Dollars ($35,200).

Water Agency staff recommends that the Board, adopt a resolution determining that the Proposed Project will not have a significant adverse effect on the environment, adopting the Initial Study for the Proposed Project, approving the Proposed Project, and directing the filing of a Notice of Determination, and authorize the Water Agency's General Manager to execute a License Agreement and Limited Duration Easement with Jay and Tammie Ress.

Prior Board Actions:

04/03/2018: Approved agreement between Water Agency and Gold Ridge Resource Conservation District for funding of work completed on the Green Valley Road Stream Crossing Feasibility and Design Project from November 1, 2016, through June 30, 2017. Cost $17,596; term end June 30, 2017.

03/26/2013: Approved agreement between Water Agency and Gold Ridge Resource Conservation District for funding of Green Valley Road Stream Crossing Project. Cost $86,200; term end December 31, 2014.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Protect, maintain, and manage parks, public lands, and open space systems that promote recreation, health, and agricultural viability and protect watersheds, promote biodiversity, and contribute to the economic vitality. This Item supports Strategic Goal 2 Economic and Environmental Stewardship by protecting farmland and infrastructure from flooding, as well as restoring aquatic and riparian habitat and reducing wildlife strandings.

Water Agency Strategic Plan Alignment
Flood Protection, Goal 1: Provide efficient and effective flood protection programs.
The Green Valley Creek High Flow Channel Project is intended to address flooding issues that could impact threatened and endangered aquatic species and potentially threaten public safety due to road flooding.

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	$187,128	$112,010	$112,010
Additional Appropriation Requested			
Total Expenditures	**$187,128**	**$112,010**	**$112,010**
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	$187,128	$112,010	$112,010
Use of Fund Balance			
Contingencies			
Total Sources	**$187,128**	**$112,010**	**$112,010**

Narrative Explanation of Fiscal Impacts:

Total costs associated with this item are $635,168 over the five year period from FY 2018/2019 through FY 2022/2023. Budgeted amount of $187,128 is available from FY 2018/2019 appropriations in Flood Control Zone 5A. No additional appropriation is required. Annual maintenance costs ($112,010 per year) will be included in future budgets.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

Resolution
Summary and Response to Comments

Related Items "On File" with the Clerk of the Board:

Initial Study and Negative Declaration of Environmental Impact
Draft Notice of Determination
License Agreement
Limited Duration Easement

Attachment 1

Item Number: _____

Date: August 14, 2018 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency Determining That The Green Valley Creek High Flow Channel Project Will Not Have A Significant Adverse Effect On The Environment; Adopting The Initial Study and Negative Declaration Of Environmental Impact For The Project; Approving the Project, Making Certain Related Findings, And Authorizing The Filing Of A Notice Of Determination. (Fifth District)

Whereas, the Sonoma County Water Agency (Water Agency), proposes to improve the flood capacity of Green Valley Creek by excavating and maintaining channels within a section of Green Valley Creek adjacent to the Green Valley Road crossing and to maintain such channels for a period of five years; and

Whereas, the Water Agency, as Lead Agency per California Environmental Quality Act (CEQA) Guidelines Section 15050, prepared an Initial Study and Negative Declaration of Environmental Impact (Initial Study) for the Green Valley Creek High Flow Channel Project (Project), in accordance with CEQA, the State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of the CEQA; and

Whereas, the Initial Study discloses potential environmental impacts of implementing the Project, identifies the means to avoid and minimize potential significant adverse impacts on the environment and concludes the Project would not have a significant adverse effect on the environment.

Now, Therefore, Be It Resolved that this Board finds that the foregoing recitals are true and correct and further finds, declares, determines and orders as follows:

Procedural Findings:

1. The Project is located on Green Valley Creek, a tributary of the Russian River, in western Sonoma County near the City of Sebastopol. The Project area is bordered by Green Valley Road and vineyards to the east and agricultural lands on the west as shown in the Initial Study Figure 3. The purpose of the Project is to lessen recurrent flooding of Green Valley Road and adjacent property by excavating and maintaining channels to accommodate storm flows;

2. As described in the Initial Study Project Description, the Project is comprised of five components: 1) removing vegetation within the work area, consisting of removal of existing

understory vegetation for an access road, in the area of the high flow channel, and along the historic channel for flood conveyance; 2) placing temporary fill for an access road across the historic channel; 3) excavating the high flow channel and removing sediment to maintain the active channel; 4) annual project maintenance for the purpose of maintaining flood capacity by removing sediment in the high flow and active channels and vegetation management for a period of five years; and 5) revegetating with native plants;

3. The Notice of Completion and Notice of Availability/Notice of Intent to Adopt Initial Study and Negative Declaration of Environmental Impact (Notice of Availability) and Initial Study were posted with the California Governor's Office of Planning and Research State Clearinghouse on June 22, 2018. The Notice of Availability was also posted at the Sonoma County Clerk's office on June 22, 2018. The Notice of Availability and Initial Study were sent to responsible and trustee agencies and individuals, and made available on Water Agency's website. The Notice of Availability and postcards were sent to 313 individuals and nearby property owners. The Notice of Availability was published in the Press Democrat on June 24, 2018. The Initial Study was available for review at Water Agency's administrative office and at the Sebastopol regional library;

4. The Initial Study was available for a 33-day public review period ending July 24, 2018. Six comment letters were received during the public review process from interested persons;

5. The Water Agency received a formal request for consultation only from the Federated Indians of Graton Rancheria (Tribe) under Assembly Bill 52 (AB52). The Tribe requested that the Proposed Project include contacting the Tribe's Tribal Heritage Preservation Officer (Officer) and engage in tribal consultation if cultural resources are inadvertently encountered during ground disturbing activities. The Initial Study Project Description was modified to include a notification provision if cultural resources are inadvertently encountered. This modification would not result in a new significant adverse effect on the environment that would require recirculation of the Initial Study;

6. The Initial Study did not identify any potentially significant impacts of the Project on the environment; and

7. On July 5, 2018, the Water Agency submitted an application for Sonoma County General Plan 2020 (General Plan) consistency review to the Sonoma County Permit & Resource Management Department (Permit Sonoma). Permit Sonoma completed review of the Proposed Project on July 18, 2018, and determined that the project is consistent with the General Plan.

Substantive Findings:

1. The Water Agency, as Lead Agency, has prepared the Initial Study and Negative Declaration of Environmental Impact in accordance with CEQA, State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of CEQA;

2. The Board of Directors of the Water Agency (Board) has reviewed and considered the environmental effects of the Project as disclosed in the Initial Study and Negative Declaration, including public comments and Water Agency response to comments;

3. The Board finds that the Initial Study represents a good faith effort to achieve completeness and full environmental disclosure; and

4. The Board certifies that it has reviewed and considered the information in the Initial Study, and finds that there is no substantial evidence that the project will have a significant effect on the environment and that the negative declaration reflects the independent judgment and analysis of the Sonoma County Water Agency Board of Directors.

Be It Further Resolved that the Board of Directors of the Sonoma County Water Agency having received, reviewed, and considered the Initial Study and Negative Declaration of Environmental Impact and other evidence in the administrative record, hereby finds, determines, and certifies as follows:

1. All of the above recitals are true and correct;

2. The Initial Study and Negative Declaration of Environmental Impact for the Project is hereby adopted;

3. The Project is hereby approved and the Water Agency's General Manager is directed to file a Notice of Determination with the County Clerk in conformance with the provisions of CEQA, State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of CEQA; and

4. The Clerk of the Board is designated as the custodian of the documents and other materials that constitute the record of the proceedings upon which the Board's decisions herein are based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100A, Santa Rosa, CA 95403.

Directors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

Summary and response to comments received during public review period for the Initial Study and Negative Declaration of Environmental Impact for the Green Valley Creek High Flow Channel Project

The Initial Study and Negative Declaration of Environmental Impact (Initial Study) for the Green Valley Creek High Flow Channel Project (Proposed Project) was available for public review from June 22 to July 24, 2018. Six comments were received during the public review period and are summarized below.

Summary of Comments Received and Responses

- The Water Agency received a formal request for consultation only from the Federated Indians of Graton Rancheria (Tribe) under Assembly Bill 52 (AB52). The Tribe requested that the Proposed Project include contacting the Tribe's Tribal Heritage Preservation Officer (Officer) and engage in tribal consultation if cultural resources are inadvertently encountered during ground disturbing activities. The Proposed Project description was modified to include a notification provision. Water Agency staff concluded that the revisions would not result in a new significant adverse effect on the environment that would require recirculation of the Initial Study.

- Mr. Joseph Browning submitted comments dated June 23, 2018. Mr. Browning voiced his support for the Proposed Project, and expressed his concerns about the project maintenance ending after five years.
    - Response: The Water Agency is not the entity responsible for maintaining the hydraulic capacity of Green Valley Creek at the Green Valley Road crossing. However, support of work that would address the Green Valley Creek flooding issues and help alleviate risk to public safety and listed fish and wildlife species aligns with Water Agency's Mission and Strategic Plan. The Water Agency is actively pursuing funding to support the design, environmental review, permitting and implementation of project that would help address Green Valley Creek flooding in the long term. In November 2017, the Water Agency, in partnership with Sonoma County Transportation and Public Works, completed and submitted an application for Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance Grant Program funding to help cover long-term project costs.

- Gregory Eldridge provided a comment letter supporting the Proposed Project, dated July 5, 2018. However, Mr. Eldridge also expressed his opinion that the north side of the Green Valley Road bridge appears to be a bottleneck due to the existing levee and trees, and suggests that this area be evaluated.
    - Response: The Proposed Project includes sediment clearing and debris removal at the north and south side of the bridgehead to help convey storm flows at this location.

- A landowner (Landowner) provided a comment letter dated July 22, 2018. Landowner owns property downstream of the Proposed Project. The property is under a Williamson Act contract until January 1, 2019 at such time Landowner plans to construct dwellings. Landowner is concerned that the Proposed Project would "divert" flood flows and increase sediment and debris on his property resulting in additional flooding, cause property damage, reduce property values, impact agricultural use, and impact future development plans. Also, Landowner expressed the belief that Green Valley Road and Bridge restrict the natural flow of the creek and the creek should be allowed to follow a path across the roadway and adjacent vineyard.
    - The main objective of the Proposed Project is to reduce Green Valley Creek flooding of Green Valley Road in order to reduce road closures and threats to public safety, which limit commuter and emergency vehicle access, and reduce property damage. As stated in the Initial Study, "A geomorphic assessment concluded that the Proposed Project would increase conveyance of flood waters through the project area and reduce flooding and overtopping of Green Valley Road (SCWA 2018). But, the gains in conveyance may be limited by the channel downstream of Green Valley Road bridge [including Landowners property], which would still lack the capacity to effectively convey large flood flows". Although the flood capacity of Green Valley Creek adjacent to the Landowner's property is limited (i.e., unable to convey large flows), the project activity of removing sediment and vegetation would reduce flooding in the project area, and reduce the accumulation of sediment and debris farther downstream. Overall, maintenance of the flood capacity of the creek would reduce the risk of flood damage, albeit minor, to properties, including Landowner and may provide a small benefit to agriculture use and development opportunities. Also, development along Green Valley Creek is mostly restricted by the 100-year flood zone that far exceeds the footprint of flooding observed during typical winter flood events and is the focus of the Proposed Project.
    - The Agricultural and Forest Resources (section 4.2) of the Draft Initial Study has been revised to describe that the Landowner's parcel is currently under a Williamson Act contract downstream of the Proposed Project area.

- Darlene Flint, John Clayton and Kaete Hansen provided comments dated June 22, June 23 and June 23, 2018 (respectively) expressing their general support of the Proposed Project.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 11
(This Section for use by Clerk of the Board Only.)

To:	Board of Directors of the Sonoma County Agricultural Preservation and Open Space District
Board Agenda Date:	August 14, 2018
Vote Requirement:	Majority
Department or Agency Name(s):	Sonoma County Agricultural Preservation and Open Space District
Staff Name and Phone Number:	Kim Batchelder, 565-7355
Supervisorial District(s):	Countywide
Title:	Environmental Services Agreements

Recommended Actions:

Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute eleven service agreements for environmental services and planning work on District-protected lands totaling $925,000 effective for three years ending on August 14, 2021, as follows:

1. An agreement with Prunuske Chatham, Inc., in an amount not-to-exceed $200,000;
2. An agreement with Tukman Geospatial LLC in an amount not-to-exceed $150,000;
3. An agreement with John C. Garcia DBA Garcia and Associates, Inc. in an amount not-to-exceed $100,000;
4. An agreement with Pacific Watershed Associates, Inc. in an amount not-to-exceed $100,000;
5. An agreement with Robert E. Evans DBA Rob Evans & Associates in an amount not-to-exceed $100,000;
6. An agreement with Moore, Iacofano, and Goltsman, Inc. DBA MIG, Inc. in an amount not-to-exceed $75,000;
7. An agreement with Roger Sternberg in an amount not-to-exceed $50,000;
8. An agreement with Sonoma Resource Conservation District in an amount not-to-exceed $50,000;
9. An agreement with Thomas M. Origer DBA Tom Origer & Associates in an amount not-to-exceed $50,000;
10. An agreement with Arthur W. Dawson DBA Baseline Consulting in an amount not-to-exceed $25,000; and,
11. An agreement with Evans & De Shazo, Inc. in an amount not-to-exceed $25,000.

Executive Summary:

Since 1990, the Sonoma County Agricultural Preservation and Open Space District has protected over 114,000 acres across the county. Currently, the agency owns and manages over 5,000 acres and holds conservation easements across almost 109,000 acres. Each property was acquired for a specific

conservation purpose, and must be stewarded in perpetuity to permanently protect the identified conservation values.

Consultant services are required to complete activities for District-protected properties, ranging from resource assessments, environmental planning and permitting, analysis of agricultural and forestry production potential, environmental and cultural impact studies, short and long-term resource management planning and sustainable protection and enhancement of sensitive resources.
Eleven service providers were selected pursuant to a request for proposals process to help satisfy this broad list of technical needs for in-depth study and analysis to safeguard the resources currently protected and to evaluate resources that should be protected into perpetuity.

Discussion:

Sonoma County Agricultural Preservation and Open Space District (Ag + Open Space) staff is committed to monitoring conservation easements, managing fee title lands, and evaluating future conservation projects that continue to enhance the value of the 114,000 acres protected with public funds in the county. In addition, Ag + Open Space is in the process of completing the Vital Lands Initiative – a comprehensive plan for the next 15 years of conservation in Sonoma County. This level of planning depends on good science and investigative analysis utilizing the extensive technological skills and knowledge base found throughout the county and the Bay Area. The development of tools such as the Sonoma County Vegetation & Habitat Mapping Program (Sonoma Veg Map) and the use of Light Detection and Radar (LiDAR) are two examples of how Ag + Open Space is utilizing advanced conservation tools to improve our decision-making and conservation efforts overall.

Ag + Open Space currently divides its workload between three technical programs: Acquisition, Stewardship and Conservation Planning. Each of these programs address specific technical needs with internal staff and resources. However, the depth and complexity of technical areas such as resource management and environmental impacts, conservation biology and protected species, erosion control and fire recovery, groundwater recharge and economic evaluation of resources, among others, require a robust and diverse set of skills and experience. Given the breadth and depth of expertise required for many of these projects, and the cyclical and unpredictable nature of the work, the most efficient use of taxpayer dollars is to enter into as-needed contracts with specialized outside resources that can focus on these issues and provide staff with a range of options and management recommendations. This allows staff to easily make thoughtful, well-informed, science-based decisions to protect and enhance the conservation values of Sonoma County.

In addition, the cyclical and unpredictable nature of the work, as well as-needed specialized expertise, suggests a need for consultants rather than staff to accomplish these tasks. The District requires a wide variety of services offered by more than one entity. It is necessary to identify technical experts in areas of resource assessments, environmental impacts, working lands, cartography and other advanced fields. The proposed contracts will assist the District in filling information gaps and connecting conservation efforts through strategic planning and analysis of the best available information from sources familiar with Sonoma County as well as sources used throughout the Bay Area and the Central Valley.

The District proposes eleven as-needed service agreements (on file with the Clerk of the Board) for a total amount not to exceed $925,000 with:

1. Prunuske Chatham, Inc., in an amount not-to-exceed $200,000;
2. Tukman Geospatial LLC in an amount not-to-exceed $150,000;
3. John C. Garcia DBA Garcia and Associates, Inc. in an amount not-to-exceed $100,000;
4. Pacific Watershed Associates, Inc. in an amount not-to-exceed $100,000;
5. Robert E. Evans DBA Rob Evans & Associates in an amount not-to-exceed $100,000;
6. Moore, Iacofano, and Goltsman, Inc. DBA MIG, Inc. in an amount not-to-exceed $75,000;
7. Roger Sternberg in an amount not-to-exceed $50,000;
8. Sonoma Resource Conservation District in an amount not-to-exceed $50,000;
9. Thomas M. Origer DBA Tom Origer & Associates in an amount not-to-exceed $50,000;
10. Arthur W. Dawson DBA Baseline Consulting in an amount not-to-exceed $25,000;
11. Evans & De Shazo, Inc. in an amount not-to-exceed $25,000.

These contracts for various services are described in Attachment 1 (List of Consultants and Awards). Each firm submitted a proposal that was selected based on its ability to fulfill District needs in four technical tasks:

1. Natural and Cultural Resources Assessment, Habitat Restoration, Management, and Protection Plans;
2. Environmental Impact Assessments and Permitting Services;
3. Agricultural and/or Forest Productivity and Management Assessment; and
4. Investigative Research, Analysis, Mapping and Miscellaneous Technical Support.

In some cases, the service provider is providing technical expertise across all four technical tasks (see scopes of work On File for Prunuske Chatham Inc. and Moore Iacofano Goltsman, Inc. DBA MIG, Inc.). While other service providers are more specialized, providing services in only one technical task (see scopes for Thomas M. Origer DBA Tom Origer & Associates or Evans & De Shazo, Inc.). The consultants may be responsible for environmental evaluation services such as vegetation, and habitat, and fuel load assessment, cultural resources studies, and threatened and rare species surveys. Certain consultants may also provide environmental impact assessment services (California Environmental Quality Act (CEQA) or National Environmental Protection Act (NEPA) analysis and documentation) for projects such as capital improvement projects, management plan implementation, or habitat restoration work to be executed on District properties.

Environmental services may be required for work related to interim management of fee land properties or acquisition and stewardship of conservation easements. These contracted services will assist the District in implementing recent Board direction to transfer ownership of most recreational fee land properties to partnering entities (Regional Parks, cities, and other partner entities) in the coming years. Similarly, when assessing future conservation projects, District staff sometimes need to fully understand the agricultural and forestry capacity and productivity analysis in order to determine a fair market value of a potential conservation easement. Also, with the pending implementation of the Vital Lands Initiative, the selected service providers can continue to assist us in using the best available data and scientific insights to protect the next most important lands or natural resources.

Competitive Selection Process

The District conducted a Request for Proposal (RFP) process to identify and screen qualified consultants for the work described above. The work was divided into three basic tasks and four technical tasks, see Attachment 3 (sample Scope of Work). The RFP was sent to approximately 100 firms and advertised on

the Ag + Open Space website and the County Purchasing website. A total of 26 entities submitted proposals for this RFP. Using a set of selection criteria, an internal and external evaluation committee reviewed all of the proposals, scored each according to the pre-established criteria, and then the top ranked candidates capable of satisfying the services needed were selected. The candidates submitted responsive proposals that clearly addressed the needs of the District and thoughtfully responded to the elements described in the RFP.

Once a project or technical need has been identified, staff will initiate a meeting to describe the agency's needs under the As-Needed agreement. Specific details of each work assignment will be determined during project initiation, including the specific project scope of work, schedule for completion of the project scope, cost estimate, and payment provisions. Staff will then prepare a Task Order (see sample in Attachment 2) to memorialize the agreement reached during project initiation or through the project cost estimate process. The Task Order must be signed by District staff and the Consultant prior to the onset of work. The District will not guarantee any minimum or maximum amount of work to be completed under the As-Needed agreements. One advantage of selecting multiple service providers is the ability to request cost estimates to a pre-approved group of consultants in order to keep approved task orders competitive across many markets.

Local Preference, Local Experience

Most of the selected firms are located in Sonoma County, and most have significant experience working in our unique ecological landscapes. Some of the service providers are based in the Bay Area, but are capable of bringing a diverse set of skills that will complement local service providers.

Prior Board Actions:	
November 12, 2013:	Board approved seven As-Needed contracts for environmental and land management services. The proposed contracts directly support program elements included in the Board-approved Acquisition Plan 2006, the Board-approved Fee Land Strategy 2012, and Vital Lands Initiative 2018 (pending Board approval).
Strategic Plan Alignment	Goal 2: Economic and Environmental Stewardship

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	$311,000	$312,000	$302,000
Additional Appropriation Requested			
Total Expenditures	$311,000	$312,000	$302,000
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	$311,000	$312,000	$302,000
Use of Fund Balance			
Contingencies			
Total Sources	$311,000	$312,000	$302,000

Narrative Explanation of Fiscal Impacts:

This amount is appropriated in the FY 2018-2019 budget and will be incorporated in the projected year's budgets.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

1. List of Consultants and Awards
2. Sample Task Order
3. Sample Scope of Work

Related Items "On File" with the Clerk of the Board:

1. Professional Service Agreement with Prunuske Chatham, Inc.
2. Professional Service Agreement with Tukman Geospatial LLC
3. Professional Service Agreement with John C. Garcia DBA Garcia and Associates
4. Professional Service Agreement with Pacific Watershed Associates, Inc.

5. Professional Service Agreement with Robert E. Evans DBA Rob Evans & Associates
6. Professional Service Agreement with Moore Iacofano Goltsman, Inc. DBA MIG, Inc.
7. Professional Service Agreement with Roger Sternberg
8. Professional Service Agreement with Sonoma Resource Conservation District
9. Professional Service Agreement with Thomas M. Origer DBA Tom Origer & Associates
10. Professional Service Agreement with Arthur W. Dawson DBA Baseline Consulting
11. Professional Service Agreement with Evans & De Shazo, Inc.

List of Consultants and Awards

		FY 18-19	FY 19-20	FY 20-21		
Consultants	**Legal entity**	**Award FY 18-19**	**Award FY 19-20**	**Award FY 20-21**	**Total award**	**Scope of Work, in addition to Basic Tasks 1-3**
Prunuske Chatham, Inc.	Corporation	$67,000	$67,000	$66,000	**$200,000**	Natural and Cultural Resources Assessment, Habitat Restoration, Management, and Protection Plans Environmental Impact Assessments and Permitting Services Agricultural and/or Forest Productivity and Management Assessment Investigative Research, Analysis, Mapping and Miscellaneous Technical Support
Tukman Geospatial LLC	Corporation	50,000	50,000	50,000	**150,000**	Natural and Cultural Resources Assessment, Habitat Restoration, Management, and Protection Plans Investigative Research, Analysis, Mapping and Miscellaneous Technical Support
John C. Garcia DBA Garcia and Associates	Sole proprietor	33,000	34,000	33,000	**100,000**	Environmental Impact Assessments and Permitting Services
Pacific Watershed Associates, Inc.	Corporation	33,000	34,000	33,000	**100,000**	Resource Assessment, Habitat Restoration, Management, and Protection Plans Environmental Impact Assessments and Permitting Services
Robert E. Evans DBA Rob Evans & Associates	Sole proprietor	33,000	33,000	34,000	**100,000**	Natural Resource Assessment, Habitat Restoration, Management, and Protection Plans
Moore Iacofano Goltsman, Inc. DBA MIG, Inc.	Corporation	25,000	25,000	25,000	**75,000**	Natural and Cultural Resources Assessment, Habitat Restoration, Management, and Protection Plans Environmental Impact Assessments and Permitting Services Agricultural and/or Forest Productivity and Management Assessment Investigative Research, Analysis, Mapping and Miscellaneous Technical Support
Roger Sternberg	Sole proprietor	17,000	17,000	16,000	**50,000**	Natural Resource Assessment, Habitat Restoration, Management, and Protection Plans Forest Productivity and Management Assessment
Sonoma Resource Conservation District	Special District	17,000	17,000	16,000	**50,000**	Natural Resource Assessment, Habitat Restoration, Management, and Protection Plans Environmental Impact Assessments and Permitting Services Agricultural and/or Forest Productivity and Management Assessment Investigative Research, Analysis, Mapping and Miscellaneous Technical Support
Thomas M. Origer DBA Tom Origer & Associates	Sole proprietor	17,000	17,000	16,000	**50,000**	Cultural Resource Assessments
Arthur W. Dawson DBA Baseline Consulting	Sole proprietor	10,000	10,000	5,000	**25,000**	Natural and Cultural Resources Assessment, Habitat Restoration, Management, and Protection Plans Investigative Research, Analysis, Mapping and Miscellaneous Technical Support
Evans & De Shazo, Inc.	Corporation	9,000	8,000	8,000	**25,000**	Cultural Resources Assessments
		$311,000	**$312,000**	**$302,000**	**$925,000**	

AG + OPEN SPACE
SONOMA COUNTY

TASK ORDER #: _____
AGREEMENT #: _____
TOTAL: _____
TOTAL NOT TO EXCEED

Task Order

Consultant shall perform the services as outlined in below, within the times or by the dates provided for herein. Such work shall be subject to the terms and conditions of that certain Agreement for Services (Open Scope) dated .

PROJECT NAME:

TASK:

DISTRICT LEAD:

Project Lead: Email: Phone:

CONTRACTOR:

Company name: Phone:

Address:

Key personnel: Email:

Name authorized subcontractors:

DELIVERABLES & SCOPE OF WORK: MUST BE ATTACHED TO THIS FORM

Deliverables:

Time to perform work: Draft report due: Final report due:

Project-specific items to be provided by Ag + Open Space (if applicable):

ACCOUNT CODES:

Account #: --Select Account #-- Department: --Select Department #-- Project User Code(s):

RESET PRINT

CONTRACTOR:

BY: _____
CONTRACTOR SIGNATURE

_____
PRINT NAME

_____
DATE

AG + OPEN SPACE:

BY: _____
CONTRACT MANAGER SIGNATURE

BY: _____
PROGRAM MANAGER SIGNATURE

VERIFICATION OF CONTRACT BALANCE

BY: _____
ACCOUNTING TECHNICIAN SIGNATURE

AFTER COLLECTING ABOVE SIGNATURES, SUBMIT TO ADMINISTRATIVE AIDE

Sample Scope of Work

Contract Procedures and Protocol:

All work under this As-Needed Agreement will be initiated by a District staff member. Specific details of each work assignment will be determined during project initiation, including the specific project scope of work, schedule for completion of the project scope and price, which will be set in accordance with Section 2 Payment of the Agreement.

For each project, the District may prepare a request for a project cost estimate from one or more consultants for a specific task or group of tasks. For complex projects where on-site inspection may be necessary to clarify the anticipated scope of work, a pre-quote conference may be held by District staff at the work site. If a pre-quote conference is scheduled by District staff, Consultant shall attend the conference. Consultant will respond to the District's request for project cost estimate with a written quote which shall include a description of the work to be performed and the proposed cost for all related services and materials. The District reserves the right to request clarification of a submitted project cost estimate. Based on the cost estimate submitted, the District will select a consultant based on its assessment of a consultant's capacity, qualifications, and record of service with the District and/or other clients, as well as the proposed cost for the project. The District may select the lowest cost estimate, but reserves the right to consider other factors in determining which consultant to use for any specific Scope of Work. A Task Order will be prepared for the selected consultant based on the estimate received. The Task Order (see Exhibit B: Task Order) must be signed by District staff and the consultant prior to the commencement of work.

Technical Needs of this Service Agreement:

Consultant must work with District staff to coordinate site visits and ensure that project assignments are completed on schedule. Consultant will coordinate meetings as needed with the District and facilitate the flow of information necessary to support the project deliverables.

TASK 1: Project Coordination

Consultant shall coordinate all work and, upon request, attend meetings and site visits with a District representative. If specified in the Task Order, Consultant shall attend meetings and/or coordinate meetings with staff and other stakeholders to provide updates, initial conclusions and discuss next steps or recommendations.

In support of the Consultant's work, District shall provide the following as needed:

- Access to all project reports, aerial photographs and maps relating to the site's environmental and cultural resources in order to support consultant in executing the described scope of services in an efficient manner
- Site plans and base maps will be provided at the District's expense
- Access to the property; access to District data layers, databases, mapping templates, and GIS data for analysis
- Necessary equipment and logistical support for staff training events or meetings.

TASK 2: Report Writing

In many cases, the Consultant may be required to prepare a written report to present background information, field surveys, and management recommendations for a specified project or property. Specific report requirements will be clearly defined in the Task Order and may include the following:

Background Information/References: List sources included in the literature review/background search including District resources, interviews, polling, internet searches, meetings and summarize the results.

Summarize Research Findings: Consultants will provide initial findings to support management recommendations or conservation actions from on-going research and analysis.

Site Assessment: A descriptive analysis of field results from site assessments should include information regarding timing of field surveys, methodology, and conclusions. Data sheets shall be included as an Appendix. Specifically, the Field Survey section of the Written Report may address some of the following biological disciplines:

- Identification of plant and/or animal species within the study area.
- Identification of Sensitive and/or Critical Habitats within the project area.
- Assessment of potential impacts to biological resources (plant, animal, critical and/or sensitive habitats) that could result from implementation of the project.

Graphics: A wide range of applicable graphics may be part of any written or web-based report, including but not limited to those specified in task, Graphics/Mapping.

Final Report: District staff may instruct the Consultant to submit appropriate documentation such as an annotated outline or draft written report prior to submitting final report. District staff shall determine the most appropriate form for draft and final report submittals depending on the scope of work. Possible options may include:

- Hard-copy.
- Electronic copy transmitted via e-mail or compressed file via web-based data transfer site with Microsoft Word 2013 or earlier (i.e., Hightail.com).
- Cloud-based tools as a feasible option/alternative (Google Docs, DropBox, etc.).
- Americans with Disabilities Act (ADA) compliant .pdf version for posting on the District's website.

TASK 3: Graphics/Mapping

The Consultant shall prepare all graphics requested in the Task Order, which may include, but not be limited to, photos, maps, charts and tables. Consultant shall produce maps that meet District standards for presentation for GIS data layers that meet minimum requirements for metadata documentation (including but not limited to summary/description, use constraints, point of contact, and field descriptions).

TASK 4: Natural and Cultural Resources Assessment, Habitat Restoration, Management, and Protection Plans

For properties where District is responsible for planning, permitting and executing management practices, staff will outline specific requests for management recommendations or approaches to address the land management related goals. These management recommendations or approaches must be compatible with the conservation objectives for a given property. Tasks may include development, review and analysis of the following:

- Invasive plant management
- Riparian habitat evaluation
- Erosion control plans
- Forest conditions
- Forest management options
- Rangeland assessments
- Site-level fire prescriptions
- Fuel-load reduction strategy
- Road maintenance of existing networks
- Fire prescriptions
- Habitat restoration plans

Below is a list of potential services required to assist the District with natural and/or cultural resource assessments:

Botanical Surveys

Consultant may be requested to conduct site assessments in the field that may include the following:

- Reconnaissance-level plant surveys.
- Plant community identification and assessment.
- Full season floristic surveys to cover the flowering season for all potential special status plants.
- Floristic surveys for special status plant species shall be conducted in compliance with regulatory protocols for special status plant species.

Wildlife Surveys

Consultant may be requested to conduct site assessments in the field that may include the following:

- Reconnaissance-level habitat assessment and/or wildlife surveys. Surveys for special status species shall be conducted in compliance with applicable regulatory protocols for the specific species. Consultant shall indicate species for which they have an incidental take permit.
- Design and establish motion-sensored camera wildlife monitoring and apply other non-invasive monitoring methodologies to capture actual populations and presence surveys.
- Complete wildlife permeability assessments to evaluate conservation value of a property to improve wildlife habitat conditions.
- Assessment of potential of spreading nonnative species (e.g., broom, periwinkle, English ivy), disease (Sudden Oak Death Syndrome) or opportunistic animal species (e.g., barred owl, bullfrog) that may impact habitat functions and conservation values of a given property.

Riparian Corridor Assessments And Management Recommendations

Assess riparian corridor function and provide recommendations for protecting the natural function of the corridor.

Revegetation and Habitat Restoration Planning, Design and Monitoring

- Develop native plant revegetation plans and/or habitat enhancement plans.
- Monitor revegetation areas including documenting health and vigor of the plants, photo-documentation, monitoring report preparation, assessing compliance with plans and permits.
- Make recommendations for improved success, and coordination with regulatory agencies.

Cultural Resources Analysis and Protection Strategies

- Perform a Northwest Information Center records search for specified properties of interest currently protected by the District or under consideration for acquisition.
- Complete site assessments of proposed capital improvement projects to document all archaeological or cultural sites.
- Provide a technical report that documents the findings and records all archaeological or cultural sites discovered.
- Contribute to the cultural resources section of management plans and cultural resources section CEQA or NEPA related studies.
- Advise District staff on any issues that may require tribal consultation. Assist the staff in developing a strategy to reach out to any tribal entities that may have an interest in a given project.

TASK 5: Environmental Impact Assessments & Permitting Services

Below is a list of potential services required to assist District in complying with local, state and federal environmental and planning laws.

Assessment of Environmental Impact

Site Inspection of a proposed project – District staff will orient Consultant to a specific project and the Consultant will determine the potential for environmental impact in accordance with the California Environmental Quality Act (CEQA), Sonoma County environmental regulations (Permit Sonoma), U.S. Army Corps of Engineers (USACOE), and/or State Water Resources Control Board (SWRCB).

Compliance with local, state and federal regulatory agencies may include:

- Sonoma County's General Plan
- National Environmental Policy Act (NEPA)
- Section 106 of the National Heritage Preservation Act (NHPA) – cultural resources
- Wetland delineation and definition of Area of Potential Effect (APE), under the jurisdictions of the Waters of U.S. and Waters of the State
- Americans with Disabilities Act (ADA) for universal access opportunities

Preparation of Environmental Documentation

- Notice of Intent and Scoping Meeting, including Agency consultation
- Preparation of an Initial Study
- Distribution of documents to State Clearinghouse and other entities as required and appropriate

Public Meetings and Outreach

- Attend Board Meetings, as requested (District Board of Directors).
- Facilitate, support and prepare for public meetings.

Regulatory and Ministerial Permitting

- Identify permit requirements and process including costs and potential timelines.
- Describe potential ministerial permit requirements (e.g., grading, drainage, building, etc.) and process for obtaining regulatory permits for any of the proposed activities, including but not limited to:
  - United States Army Corps of Engineers
  - United States Department of Fish and Wildlife
  - United States National Oceanic and Atmospheric Administration Fisheries
  - California Department of Fish and Wildlife
  - State Water Resources Control Board
  - North Coast and San Francisco Bay Regional Water Quality Control Boards
  - Permit Sonoma
- Prepare appropriate regulatory permit applications to state and Federal environmental regulatory agencies.

TASK 6: Agricultural and/or Forest Productivity and Management Assessment

Below is a list of potential services required to assist District in agricultural and/or forest productivity and management assessment analyses:

Rangeland Site Assessments and Management Recommendations

Consultant shall complete rangeland site assessments to determine species diversity for potential grazing leases, define appropriate stocking for a given property, and identify potential limitations and opportunities for grazing on District properties. Site assessments should clearly define existing infrastructure and sensitive resources that will require management actions in order to offer appropriate conditions for grazing lessees. Consultant should demonstrate practical experience and knowledge of grazing practices, market demand, and be able to identify the essential infrastructure necessary to support a grazing lease on a given property (i.e., fencing, watering, protection of livestock, protection of water courses etc.).

Forest Site Conditions

Conduct site visits to assess assets and liabilities of a property including road conditions and design, slopes, forest type and species mix, watershed and other property conditions which directly relate to forest operations on a given property.

Review and analyze data from Timber Harvest Plans and Non-Industrial Timber Management Plans on project properties including existing timber cruises, soils maps, site index, road network maps, water resources maps (springs and well), vegetation maps, biological inventories, timber appraisals, title report, and other reports and data provided by District or landowner.

Sustainable Forest Management Conservation Easement Provisions
Discuss District objectives for forest conservation and draft appropriate forestry provisions for a working forest conservation easement. Includes site visit and review of any existing management plans on the property.

Forest Management Review
Review proposed Management Plans on forested properties related to conservation easement provisions and provide technical comments to District.

Review proposed THP/NTMP for consistency with conservation easement and provide comments to District.

Timber Appraisal
Develop a Timber Appraisal Report that determines a conservation easement's impact on the market value of the harvestable timber resources of property.

TASK 7: Investigative Research, Analysis, Mapping and Miscellaneous Technical Support

Below is a list of potential services required to assist District in investigative research, analysis, mapping and miscellaneous technical support:

Research and Analysis
Consultant may need to conduct general research and analysis in support of District goals and objectives.

GIS Mapping and Analysis
Consultant may need to conduct advanced spatial analyses including raster analysis and classification, edit and digitize features, develop custom geoprocessing tools using PYTHON scripting or Model Builder, develop and maintain geodatabases; develop web mapping tools and applications through District's ArcGIS Online account; develop custom mapping applications via ESRI's Collector and Survey 123 applications.

Cartography
Consultant may need to develop advanced cartographic products, including publication quality printed maps, map templates, and/or web maps using District style standards.

Technical Writing and Support
Consultant may need to prepare documentation of research findings or technical support with references for conservation goals and objectives for Sonoma County.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 12
(This Section for use by Clerk of the Board Only.)

To:	Board of Directors of the Sonoma County Agricultural Preservation and Open Space District
Board Agenda Date:	August 14, 2018
Vote Requirement:	Majority
Department or Agency Name(s):	Sonoma County Agricultural Preservation and Open Space District
Staff Name and Phone Number:	Mary Dodge, Admin & Fiscal Services Manager
Supervisorial District(s):	All
Title:	Sixth Amendment to Lease for Office of Sonoma County Agricultural Preservation and Open Space District

Recommended Actions:

Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute an amendment to the Lease Agreement between Papeete, LLC and the District, extending the lease for two years, through July 31, 2020 for a total cost of $438,592.

Executive Summary:

The Agricultural Preservation and Open Space District has negotiated a second two-year extension of the existing lease agreement with its landlord, Papeete, LLC. This unusual two-year lease period proposed is in response to a Board-directed evaluation of the Agricultural Preservation and Open Space District's office space options, which include purchasing a site as potential long-term cost-savings alternatives to paying monthly rent. The requested term extension allows for the time needed to finalize the evaluation and to acquire a cost-effective and well-located facility.

Discussion:

The Agricultural Preservation and Open Space District (Ag + Open Space) has been at its current facility at 747 Mendocino Ave, Santa Rosa, CA 95401 since March 26, 1996. The lease has been amended five times to include upgrades and expansions in 2007, 2011 and 2016. The current office space totals 9,239 square feet.

The current monthly rent of $16,526.00 equates to an annual cost of $21.46 per square foot. From August 2018 through July 2019, the rent will increase to $18,034.93, or $23.42 per square foot. From August 2019 through July 31, 2020, the rent will increase to $18,514.39 f, or $24.05 per square foot.

The increased cost per square foot represents two years of the 2.75% historical annual inflation increase which was inadvertently omitted in the last lease. Ag + Open Space concurs that this error should be

rectified, and the 5.5% increase is included in FY-2018-19 only, making the annual inflation increase of 5.5% a one-year-only event. In FY19-20 the annual inflation increase returns to the 2.75% of the base rate.

Additionally, Ag + Open Space recently purchased a hybrid vehicle. When an electric Vehicle Charging Outlet is installed, a $50 per month charge will be added to the lease for additional electricity used by the vehicle.

Finally, the lease allows Ag + Open Space to terminate the lease without penalty with a six-month written notice, offering Ag + Open Space the flexibility it may need in the event a permanent location is found.

Prior Board Actions:

August 9, 2016:	Authorized General Manager to execute amendment to Lease.
December 13, 2011:	Authorized General Manager to execute amendment to Lease.
January 8, 2008:	Authorized General Manager to execute amendment to Lease.
February 7, 2006:	Authorized General Manager to execute amendment to Sublease.
October 4, 2005:	Authorized General Services Director to exercise option of Lease.
August 21, 2001:	Authorized General Manager to execute amendment to Sublease.
February 27, 2001:	Authorized Renewal of Sublease.
March 26, 1996:	Authorized President to execute subject Sublease.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The requested amendment allows the District to stay at its current location while other office space options are evaluated.

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	$216,419	$222,173	
Additional Appropriation Requested			
Total Expenditures	**$216,419**	**$222,173**	
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	$216,419	$222,173	
Use of Fund Balance			
Contingencies			
Total Sources	**$216,419**	**$222,173**	

Narrative Explanation of Fiscal Impacts:

Ag & Open Space has adequate appropriations in the FY18-19 budget for the lease, and will propose adequate appropriations for the FY19-20 budget.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

1. Lease Agreement – Sixth Amendment

Related Items "On File" with the Clerk of the Board:

SIXTH AMENDMENT TO LEASE

This Sixth Amendment to Lease ("Sixth Amendment"), dated as of July 6 _____, 2018 ("Effective Date"), is by and between **PAPEETE, LLC**, a California limited liability company ("Landlord"), successor-in-interest to SONOMA GROWTH FUND XIV, a California limited partnership, and the **SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**, a public agency formed pursuant to the provisions of Public Resources Code Section 5500 et. seq. ("District"), assignee of the Sonoma County Open Space Authority ("Original Tenant"). Landlord and District are sometimes collectively referred to herein as the "parties" and singularly as "party". All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Lease (as defined below).

RECITALS

WHEREAS, Landlord and Original Tenant entered into that certain Lease dated June 6, 1996 ("Original Lease") for premises located at 747 Mendocino Avenue, Santa Rosa, California ("Premises"); and

WHEREAS, Original Tenant and the District entered into that certain sublease dated March 26, 1996 ("Sublease"), as amended, whereby District subleases approximately eight thousand thirty-eight (8,038) rentable sq. ft. of improved office space from Original Tenant ("Subleased Premises"); and

WHEREAS, on February 28, 2001, Original Tenant properly exercised its first option to extend the term of the Lease; and

WHEREAS, Landlord and Original Tenant entered into that certain First Amendment to Lease dated August 21, 2001 ("First Amendment") to confirm the expiration date of the Lease and to enlarge the Premises by approximately one thousand four hundred seventy-four (1,474) rentable square feet; and

WHEREAS, Landlord and Original Tenant entered into that certain Second Amendment to Lease dated February 9, 2006 ("Second Amendment") to further amend the lease in order to, among other things: (i) extend the term; (ii) specify rental payments; and (iii) provide for additional work of improvements to the Premises; and

WHEREAS, Landlord and Original Tenant entered into that certain Third Amendment to Lease dated January 8, 2008 ("Third Amendment") in order to, among other things: (i) expand the premises by approximately one thousand two hundred sixty-three (1,263) square feet; (ii) provide for work of improvements; (iii) provide for additional options; and (iv) specify rental payments; and

WHEREAS, in accordance with the provisions in Section 15 of the Lease, Original Tenant assigned all of its right, title and interest in the Lease and delegated all of its obligations thereunder to the District pursuant to that certain Assignment of Lease dated March 31, 2011 ("Assignment"), by and between Original Tenant and District; and

WHEREAS, Landlord and Original Tenant entered into that certain Fourth Amendment to Lease dated December 13, 2011 ("Fourth Amendment") in order to: (i) confirm that Original Tenant properly exercised its option with respect to the First Extended Term of the Lease; (ii) expand the Premises by approximately eight hundred ninety-two (892) sq. ft.; (iii) provide for work of improvements; and (iv) specify monthly rental payments; and

WHEREAS, on September 9, 2016 the Parties entered into that certain Fifth Amendment to lease dated May 2, 2016 ("Fifth Amendment") in order to (i) expand the Premises by approximately 309 square feet and (ii) specify monlty rental payments; and

WHEREAS, the Original Lease as modified by the First Amendment, Second Amendment, Third Amendment Fourth Amendment, Fifth Amendment and Sixth Amendment, is hereafter referred to as the "Lease"; and

WHEREAS, District is hereafter referred to as the "Tenant"; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The foregoing Recitals are true and correct and are hereby incorporated and expressly made a part of this Sixth Amendment.

2. Effective as of the Effective Date of this Sixth Amendment, the Lease is hereby amended as follows:

A. Section 2.6 of the Lease is hereby deleted in its entirety and replaced with the following section:

"2.6 2018 Extension Term. Effective upon execution of the Sixth Amendment to Lease, the term of this Lease is extended until July 31, 2020. At any time after August 30, 2018, Tenant may provide six months written notice to the Landlord of its intention terminate the Lease, which termination becomes effective upon the expiration of the six-month notice period."

A.1. Section 3 Use of Premises is hereby amended by including the following section:

Section 3.3. Electric Vehicle Charging Outlet. Tenant shall install (1) one electrice vehicle charging outlet (EVCO) to be used solely by Tenant. The EVCO shall be rated NEMA 5-20 (125V 20 amp) and located on the north-east light pole in the parking lot. Landlord shall provide electricy for the EVCO. Tenant will pay for cost of installing and maintaining EVCO and pay $50.00 per month to Landlord for additional electricity used by EVCO. Upon expiration of the Lease, the EVCO equipment installed for the use by the District shall remain the property of the Landlord.

B. Section 4.2 of the Lease is hereby deleted in its entirety and replaced with the following section:

"4.2 Rental Amounts During Initial Term, First Extended Term and month-to-month tenancy. Tenant shall pay to Landlord, in lawful money of the United States, the following rental amounts:

a) For the period commencing on August 1, 2018 through July 31, 2019 the sum of Eighteen Thousand Thirty Four dollars ($18,034.93) per month;

b) For the period commencing on August 1, 2019 through July 31, 2020 the sum of Eighteen Thousand Five Hundred Fourteen ($18,514.39) per month.

C. Section 20.3 of the lease is hereby deleted in its entirety and replaced with the following section:

"20.3 Addresses. Addresses for purposes of giving notice are set forth below:

Tenant: **SONOMA COUNTY AGRICULTURAL PRESERVATION & OPENSPACE DISTRICT**
Attn: General Manager
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401-4850

With a copy to:
COUNTY OF SONOMA
General Services Department
Facilities Development & Management
Attn: Real Estate Manager
2300 County Center Drive, Suite A220
Santa Rosa, CA 95403

Landlord: **PAPEETE, LLC**
Attn: Ms. Arlene Allsman
P.O. Box 641
Bolinas, CA 94924."

3. Except to the extent the Lease is specifically amended or supplemented by this Sixth Amendment, the Lease, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Lease or any right of Tenant arising thereunder.

4. This Sixth Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Sixth Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS SIXTH AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS SIXTH AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment as of the Effective Date.

"LANDLORD": **PAPEETE, LLC**, a California limited liability corporation

[redacted]

By: _____

Print Name: P. ARLENE ALSMAN

Title: Director

"TENANT": **SONOMA COUNTY AGRICULTURAL PRESERVATION & OPEN SPACE DISTRICT**, a public agency formed pursuant to the provisions of Public Resources Code Section 5500 et. seq.

By: _____
Bill Keene, General Manager

APPROVED AS TO FORM
FOR TENANT:

_____
Aldo R. Mercado
Deputy County Counsel

CERTIFICATE OF INSURANCE
ON FILE WITH DEPARTMENT

Reviewed by: _____ Date: _____

County of Sonoma Agenda Item Summary Report Clerk of the Board 575 Administration Drive Santa Rosa, CA 95403	**Agenda Item Number: 13** (This Section for use by Clerk of the Board Only.)
To: Board of Directors of the Sonoma County Agricultural Preservation and Open Space District	
Board Agenda Date: August 14, 2018	**Vote Requirement:** Majority
Department or Agency Name(s): Agricultural Preservation and Open Space District	
Staff Name and Phone Number: Bill Keene, 565-7348	**Supervisorial District(s):** All
Title: Reauthorization of Farm Bill (2018) – Amendment to Agreement	
Recommended Actions:	
Authorize the General Manager of the Agricultural Preservation and Open Space District to execute an amendment to a July 31, 2017 agreement with 9b Group, Inc., extending the term one year and adding $50,000 to the payment terms for a total amount not-to-exceed $100,000. This will allow for continued representation during finalization of the Reauthorization of the Conservation title in the 2018 Farm Bill and the subsequent development of Rules, Regulations, and implementing Manuals.	
Executive Summary:	
In 2017, the Agricultural Preservation and Open Space District entered into a one-year agreement with 9b Group, Inc., a benefit corporation that represents agricultural, land conservation and sustainability interests at the House, Senate and Administration government level. The existing agreement centered on the Reauthorization of the 2018 Farm Bill, with the goal of advancing agricultural opportunities in Sonoma County. The vast majority of our goals are now contained in the 2018 Farm House Bill, the 2018 Farm Senate Bill, or both. While substantial progress has been made in the reauthorization process, many components of the legislation will be negotiated and finalized as the House and Senate embark on a joint Conference to resolve differences. The Agricultural Preservation and Open Space District is requesting approval to add additional time and funding to continue its investment as the 2018 Farm Bill moves forward to Congressional passage, enactment into law, and implementation.	
Discussion:	
<u>Background</u> For several years, the Agricultural Preservation and Open Space District (District) has worked with firms with land conservation and sustainability experience to establish a more active role in securing federal-level conservation funding and representation on key environmental and agricultural policy issues. The purpose of these partnerships has been, and continues to be 1) to ensure exposure of the District at the federal level, 2) to provide leadership and expertise on issues relative to Sonoma County, and 3) to develop relationships with Congressional and federal agencies, in order to position the District to secure opportunities for federal funding for its programs. The District does not have the capacity to conduct	

this work in-house, as it requires experienced representation at the federal level and regular contact with federal agencies and legislative committees. The District's request to extend its agreement with the 9b Group directly supports these goals.

The Farm Bill is administered by the United States Department of Agriculture (USDA) and represents the primary agricultural and food policy tool of the federal government. The Farm Bill is the single largest federal funding source for private land conservation and includes funding for conservation easements, forest and grassland restoration and management, wetland protections, soil conservation, and improved water quality programs. It is updated and reauthorized approximately every five years. The current bill, the Agricultural Act of 2014 (2014 Farm Bill) was passed by Congress and signed into law on February 8, 2014, and several components of it will expire on September 30, 2018. The 2014 Farm Bill is in the process of being reauthorized by Congress (2018 Farm Bill). In late June, 2018, both the House and Senate passed their respective versions of the farm bill (H.R. 2 and S.B. 3042). The bill will now go through a formal Conference to reconcile the differences between the two bills. Once that is accomplished, the unified bill will go back to the House and Senate for an up or down vote, and, if passed, will be sent to the President where it is expected to be signed into law. Once this occurs, the work focus will shift to the USDA where the development of the Rules, Regulations, and implementing instructions will occur. Getting good policy at the federal agency level will be critical to ensure the District will be able to maximize use of the programs.

In its final form, the Farm Bill will have a significant impact on the District's priority objectives.

Requested Action from the Board of Directors

The District seeks to continue working with 9b Group, Inc., as the 2018 Farm Bill enters the final legislative stages and progresses toward implementation. In July, the House and Senate will name Conferees to resolve differences between the two versions of the Farm Bill. This work is expect to take a few months. 9b Group will maintain close contact with Conferee staff and select Congressional members, focusing on issues that are important to the District, including but not limited to the Agricultural Conservation Easement Program and the Regional Conservation Partnership Program. Both bills contain provisions advocated by the District over the past year, and 9b Group will weigh in to protect those provisions and seek their incorporation into the final bill. Concurrently, 9b Group will work to ensure that no policy detrimental to the District is introduced into the final version of the bill.

Additionally, the District will benefit from 9b Group's guidance through implementation of the new bill's Rules and Regulations, through a strengthened relationship with the USDA, specifically the Under Secretary for Farm Production and Conservation, and the Chief and Leadership of the Natural Resources Conservation Service.

With successful inclusion of the District's interests in 2018 Farm Bill, Sonoma County will be better positioned to serve and support its agriculture community.

Prior Board Actions:

None

Strategic Plan Alignment	Goal 2: Economic and Environmental Stewardship
By achieving greater visibility and presence, and by attracting additional federal funding, the District will be capable of leveraging its funding to support agriculture in Sonoma County.	

Fiscal Summary

Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	$50,000		
Additional Appropriation Requested			
Total Expenditures	**$50,000**		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	$50,000		
Use of Fund Balance			
Contingencies			
Total Sources	**$50,000**		

Narrative Explanation of Fiscal Impacts:

The expense is budgeted in the District's FY 18-19 for a total amount of $50,000. The funding source is sales tax revenue.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

1. Amendment to Reauthorization of 2018 Farm Bill Agreement

Related Items "On File" with the Clerk of the Board:

1. Reauthorization of 2018 Farm Bill Agreement

FIRST AMENDMENT
TO
AGREEMENT FOR CONSULTING SERVICES

This First Amendment (the "Amendment") effective upon date of execution ("Effective Date") is by and between the Sonoma County Agricultural Preservation and Open Space District ("District") and the 9B Group, Inc., a benefit corporation (hereinafter "Consultant").

RECITALS

WHEREAS, District and Consultant entered into that certain Agreement for Consulting Services No. 1086 dated as of July 26, 2017 ("Agreement") whereby Consultant agreed to perform certain services related to formulating strategies, developing campaigns, and guiding proposals through administrative and legislative processes with a focus on federal policy related to agriculture, and related services; and

WHEREAS, District and Consultant desire to amend the Agreement for Consulting Services in order to 1) extend the term of the agreement to July 31, 2019, and 2) continue Consultant's representation during finalization of the Reauthorization of the Conservation title in the 2018 Farm Bill, and 3) to add fifty thousand dollars ($50,000.00) for compensation for additional representation and work, for a contract total of one hundred thousand dollars ($100,000.00).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The first sentence of Article 1.1 of the Agreement, Consultant's Specified Services, is hereby deleted and replaced with the following language:

> "Consultant shall perform the services described in Exhibit A and Exhibit A-1 attached hereto and incorporated herein by this reference (hereinafter "Scope of Work and Budget"), and within the times or by the dates provided for in Exhibit A and Exhibit A-1 and pursuant to Section 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A and Exhibit A-1, the provisions in the body of this Agreement shall control.

2. Section 2 of the Agreement first sentence, Payment, is hereby deleted and hereby replaced with the following language:

"For all services and incidental costs required hereunder, consultant shall be paid in accordance with the budget set forth in Exhibit A and Exhibit A-1, provided, however, that total payments to Consultant shall not exceed one hundred thousand dollars ($100,000.00) without the prior written approval of District

3. Section 3 of the Agreement, Term of Agreement, is hereby deleted and replaced with the following language:

"The term of this Agreement shall be from the date of execution through July 31, 2019, unless terminated earlier in accordance with the provisions of Section 4.

4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of District arising thereunder.

5. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

DISTRICT AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

9B Group, Inc.

By: [redacted]
Dave White, Partner

Date: 7/18/18

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: _____
William J. Keene, General Manager

Date: _____

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: [redacted]
Mary Dodge, Administrative & Fiscal Services Manager

Date: 7/17/18

CERTIFICATES OF INSURANCE ON FILE WITH THE DISTRICT:

By: [redacted]
Sue Jackson, Administrative Aide

Date: 7/17/18

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 14
(This Section for use by Clerk of the Board Only.)

To: Board of Commissioners

Board Agenda Date: August 14, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Community Development Commission

Staff Name and Phone Number:
Benjamin Wickham, 565-7542

Supervisorial District(s):
All

Title: Sonoma County Community Development Commission Loan Policy Revisions

Recommended Actions:

Approve amended Sonoma County Community Development Commission (Commission) loan policy regarding Executive Director's authority to waive accrued interest on Commission loans where appropriate to preserve the long-term affordability of Commission-supported properties.

Executive Summary:

This agenda item proposes to amend the Commission loan policy regarding accrued interest on loans issued by the Commission. The current Commission loan policy requires that all accrued interest be added to the outstanding principal balance at the time of loan modification or extension and that the loan be amortized. The amended policy will give the Executive Director of the Commission the discretion to waive a portion, or up to the entire amount, of accrued interest at the time of loan extension or modification, subject to financial analysis and legal review, in order to further the primary goal of preserving affordable housing. Borrowers seeking to modify or extend Commission loans at the maturity date of the initial 30-year loan term will be required to enter a new 55-year Affordable Rental Housing Agreement (ARHA) as part of that process.

Discussion:

This Board Item seeks to align Commission Loan Policy with industry best practice in order to create and preserve affordable housing. Forgiving accrued interest during loan modification and extension is a critical tool in the Commission's work to preserve affordable housing. This is particularly true for small, deeply affordable housing developments. The financial situation of the majority of these types of properties is extremely challenging, with significant existing debt and accrued interest on the balance sheet and limited ability to repay, extensive capital needs and deferred maintenance, and few resources. In the Commission's effort to provide affordable housing, it is far more cost efficient to preserve existing affordable housing than to create new housing when existing affordable housing units are lost. Flexibility in restructuring debt described in this Board Summary Item is critical to borrowers who are recapitalizing in an effort to preserve affordable housing. The Commission has followed

industry best practice by issuing gap funding in the form of loans rather than grants due in large part to the fact that loans benefit Developers in their efforts to garner competitive Low Income Housing Tax Credit (LIHTC) funding.

In many cases, the Commission already has the authority to issue funds in the form of grants; therefore, this policy revision is consistent with the Executive Director's existing authority. In either case (grant or loan), the Commission records an Affordable Rental Housing Agreement against the property title; this Agreement runs with the land for 30 to 55 years regardless of the status of the loan.

The CDC performs a careful fiscal and legal review when borrowers request loan modification, and will this mechanism when necessary to preserve the affordability of a property. In the case of the example property described below the Commission can waive approximately $60K in accrued interest per unit, funds which the Commission did not anticipate recapturing, and preserve that unit's affordability for the duration of the existing 55-year ARHA. This can be compared to the $150K to $250K of investment needed to build one replacement unit of affordable housing (roughly the cost of creating affordability during development rather than using an ongoing subsidy). The economic benefits of preserving affordable housing using this mechanism are evident.

Recapitalization is a common necessity for projects as components fail or become obsolete and large capital replacements are needed. This process of refinancing debt and/or bringing in new funding (tax credits, etc.) normally should improve cash flow, but mainly serves to keep the project viable. During this process, if a project is seeking to extend a Commission loan at the conclusion of the initial 30-year loan term, the Commission will implement a new 55-year ARHA as part of that process.

The Commission has a large number of active Community Development Block Grant (CDBG), US Department of Housing and Urban Development (HUD) HOME Investment Partnership Program (HOME), and County Fund for Housing (CFH) loans. In the period from Fiscal Year '08-'09 to Fiscal Year '17-'18 alone the Commission issued over $20 million in CFH gap loans. As these loans reach maturity, or the properties need recapitalization, and borrowers seek loan modification or extension to preserve affordable housing projects, the Commission will be processing a steady stream of requests. As the process of preparing and presenting Board Items requires a significant amount of staff time, repeating these steps as each request comes in becomes a challenge for staff and detracts from other crucial work.

<u>Commission Loan Policy regarding accrued interest</u>:

The primary goal of the Commission Loan Policy is the provision, preservation, and creation of affordable housing. To accomplish this goal, the Commission has issued millions of dollars in CFH, CDBG, and HOME loans. The standard maturity for these loans is approximately 30 years. As these loans mature, or as projects that were originally funded using Commission loans require substantial recapitalization and rehabilitation, borrowers make requests to the Commission for loan extensions or loan modifications in an effort to restructure debt and preserve these affordable housing assets. Current policy states, "*<u>Loan Modification, Assignment and Assumption</u>: The Commission's Executive Director is authorized to modify, assign and approve assumption of Commission loans, in compliance with funding source regulations and with County Counsel review and approval as to form, provided that*

the loan remains in a secure position as required by Section III F. and as demonstrated by appraisal or by other means that is satisfactory to Commission, and provided that the ongoing public purpose of the development is protected." Commission-issued financing under these programs is extremely valuable in the creation of affordable housing in that it provides deferred-payment loans at below-market interest rates which can be subordinated to primary financing. However, current Commission Loan Policy directs that outstanding principal and accrued interest be amortized at the time of loan modification or extension. For those projects seeking loan modification or extension for the purpose of preserving the affordability of the housing project, this requirement restricts the borrower's ability to obtain additional financing needed to carry out capital improvements and repairs. Affordable projects generally cannot afford to service the debt under these revised terms.

As quoted above, current Commission Loan Policies address the subject of loan term extension, loan restructure and loan forgiveness. However, no provision is included which would allow the Executive Director to waive a portion, or up to the entire amount, of accrued interest if this is necessary in order to preserve the affordability of the project. An example is presented below that illustrates the need for this policy revision.

<u>Example affordable housing project</u>:
The Commission holds secured notes for two loans issued in 1994 that assisted in the development of an 18-unit multi-family project. Both loans will mature in 2026 at the end of their 30-year term. The original project was a limited partnership funded with federal tax credits, and following the expiration of the federal tax credit compliance period all of the loans have now been assumed by the non-profit project sponsor. Although these loans do not mature until 2026, the sponsor needs to commence with essential repairs and rehabilitation of the development, now 23 years old and without capital sufficient reserves to conduct the work. They have a commitment from a lender to refinance the first mortgage on the property, yielding approximately $300,000 for rehabilitation work, while also reducing the debt service to be paid by operating income.

(The sponsor submitted a Physical Needs Assessment on 7/31/2017, from which they have derived a scope of work using net proceeds from refinancing; along with the primary tasks of reroofing and painting, they will do some minor repairs, improve lighting, and remove trip hazards in the parking and landscape areas.)

The lender will underwrite a 10-year term on their mortgage only if the subordinate debt is either forgiven or extended.

The subject loans are as follows, including the interest accrued through the 12/31/2017:

HOME Loan (2nd lien position):
$312,300 principal + $1,086,021 interest (accrued @ 6.67% compounded interest*) = $1,398,321
*These terms were based on program terms and the APR at the time the loan was issued.

CDBG Loan (5th lien position):
$125,000 principal + $90,267 interest (accrued @3% simple interest) = $215,267

There are no HOME or CDBG program prohibitions on forgiving or modifying the terms of loans made with those funds.

24 CFR 982.205 (b) clarifies that HOME assistance can take the form of low-interest or no-interest loans as well as grants.

24 CFR 570.202 (b) indicates that CDBG funds can be used as loans or grants, and no criteria are listed.

The interest can be forgiven by the Commission and the principal of the loans extended on a deferred payment basis. In this case, the income and rent restrictions can be extended as a condition for the modification and extension of these loans. This will serve to preserve the affordable housing asset and guarantee that the project remains affordable and sustainable.

To ensure sufficient oversight and transparency, the Commission is currently exploring best practices, such as the development of a finance or loan subcommittee to review loans. In addition the Commission looks to develop an annual report that would show all business loans for which accrued interest had been forgiven. Staff intends to return to the Board at a future date with recommendations on both of these initiatives.

Requested Action:
The Commission requests that the Board approve Loan Policy revisions as attached in the Draft Amended Loan Policy document.

Prior Board Actions:

10/19/2016: Approved revised Sonoma County Community Development Commission Loan Policies;
07/19/16: Approved revisions to Sonoma County Community Development Commission Loan Policies and Homeownership Policies

Strategic Plan Alignment	Goal 1: Safe, Healthy, and Caring Community

Fiscal Summary			
Expenditures	**FY 17-18 Adopted**	**FY 18-19 Projected**	**FY 19-20 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

The proposed loan policy revisions do not impact the Commission's adopted or projected operating budget. Accrued interest on Commission loans is not a mechanism that replenishes Commission loan funds. Even the highest performing affordable assets do not produce enough excess cash flow to pay off more than a small portion of loan principal during the original loan term, let alone accrued interest. Furthermore, this policy adjustment is targeted toward smaller, more deeply affordable deals which return no cash to the CDC. At the time a borrower plans to recapitalize an asset (with the goal of rehabilitation and preservation) accrued interest on the balance sheet becomes an obstacle to new financing efforts.

The Commission only receives a small amount of cash flow split each year from the existing portfolio of loans, generally from larger, high-performing assets. Therefore, there is not a scenario wherein the Commission is looking to deferred, accrued interest on small, deeply affordable properties either as a short-term or a long-term revenue source.

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
1 – Draft amended CDC loan policy 2 – Example of loan modification/extension request demonstrating the need to waive accrued interest
Related Items "On File" with the Clerk of the Board:

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

LOAN POLICIES

Affordable Housing Development
Affordable Housing Acquisition & Preservation
Multifamily Housing Rehabilitation
Community Facilities

October 2016

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I. INTRODUCTION

A. Purpose & Objectives:

1. The purpose of these Loan Policies is to create a standardized reference for origination, modification, and administration of real estate loans made by the Sonoma County Community Development Commission (Commission), either on its own behalf or on behalf of the County of Sonoma (collectively referred to herein as Commission loans), using federal, state, and/or local funds. These Policies govern the following real estate lending programs:

   a. Affordable housing development

   b. Affordable housing acquisition and preservation

   c. Housing rehabilitation of five units or more that are located in one or more buildings sited on one or more contiguous parcels under common ownership (projects of four units or less are governed by the policy document entitled HOUSING REHABILITATION LOAN PROGRAM DESIGN: OWNER-OCCUPANT AND RENTAL HOUSING).

   d. Community facilities sponsored or owned by community-based, 501 (c) (3) non-profit agencies (e.g. senior or teen centers or homeless services facilities).

2. The primary objective of these Loan Policies is to provide an efficient mechanism for providing public funds to the community for the purpose of developing and preserving affordable housing and financing community facilities.

B. Authority:

1. These Policies have been adopted concurrently by the Sonoma County Board of Supervisors and the Commissioners of the Sonoma County Community Development Commission, and apply exclusively to funds managed by the Community Development Commission. No revisions may be made hereto without the express action of the Board of Supervisors and Commissioners.

2. The Executive Director of the Commission is hereby authorized to accept and process loan applications per the provisions of these policies and applicable funding source rules, guidelines, and regulations, to interpret these policies, and to make policy exceptions pursuant to the criteria established in Section VII of these policies.

3. Where a funding source policy, regulation, rule or guideline conflicts with the policies described herein, the funding source policy, regulation, rule or guideline will prevail.

C. Conflict of Interest:

No member of the governing body of the County of Sonoma or the Commission and no other official or employee or agent of the County government, Commission, or any other local government agency who exercises any decision-making functions or responsibilities in connection with the planning and implementation of the real estate lending activities governed by these Loan Policies shall directly or indirectly be eligible to participate in or benefit from said lending programs governed.

II. DEFINITIONS

Affordable Housing Agreement - A contract with the Commission executed by the developer of a residential project, and recorded against the subject property, that limits the sales price and/or monthly rent of specified dwelling units within the project, limits the income level of the household occupying the specified units, establishes a time period during which the specified units shall continue to be sold and/or rented at affordable prices, and which may contain administrative, enforcement, or other provisions to ensure that the specified units are sold and/or rented to targeted households at affordable sales prices and/or monthly rent over the entire term of the agreement.

Amortized Payment Loan – A loan to be repaid, with interest and principal, by a series of regular payments that are equal or nearly equal, without any special balloon payment prior to maturity.

Covenant – An agreement or promise to do or not to do a particular act or to use or not use property in a certain way (See Affordable Housing Agreement).

Deferred Payment Loan - A loan that is due and payable, with principal and either accrued interest or a share of appreciation, upon sale or transfer of the property or upon maturity on the loan. No regular payments are required with the final payment being due upon maturity as a balloon payment.

Density Bonus - A density increase allowed pursuant to the Sonoma County Zoning Regulations (Density bonus programs) over the otherwise maximum allowable residential density permitted in the applicable zoning district.

Fair Market Value (FMV) - For purposes of the initial sale of affordable ownership units, the fair market value as defined in the Sonoma County Zoning Regulations. For purposes of resale of affordable ownership units, the fair market value as determined according to the procedure set forth in the Option Agreement.

Funding Agreement – A HOME Developer Agreement, CDBG Subrecipient Agreement, CFH Funding Agreement, Low & Moderate Income Housing Asset Fund Agreement, or other unrecorded document setting forth the terms and conditions imposed upon the borrower in order to receive Commission financing.

Incentives - A modification of zoning code requirements (e.g., minimum open space, minimum lot size, setbacks, parking standards) or an allowance of other regulatory incentives or measures granted in exchange for the provision of affordable ownership housing or affordable rental housing pursuant to the Sonoma County Zoning Regulations.

Lien – A form of encumbrance that usually obligates specific property as security for the repayment of a debt.

Option Agreement – An agreement granting the Commission a first right either to purchase an affordable ownership unit for a price established through a formula under the Agreement, or to assign the Commission's first right to an eligible buyer to purchase the affordable ownership unit at that price.

Reconveyance –An instrument used to transfer title to real property from a trustee to the equitable owner, when title is held as collateral security for a debt.

Residual Receipts - Residual Receipts means, in a particular calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses, as more particularly defined in Section III. E.

Share of Appreciation - A specified share of the appreciation in value of a particular affordable ownership unit equal to the ratio of the principal amount of the deferred payment loan to the FMV of the affordable ownership unit that the loan financed, at the time the loan was made, multiplied by the difference between the FMV at the time of resale and the FMV of the affordable ownership unit at the time the loan was made. To the extent permitted by applicable law, regulations, and any senior mortgage lender(s), the promissory note evidencing the deferred payment loan, a recorded covenant between the buyer and Commission, or another instrument shall require the seller of an affordable ownership unit, at resale, to pay the Commission the Commission's share of appreciation due under the promissory note, notwithstanding any prior prepayment by the seller of any principal or interest due on the loan.

III. LOAN TERMS AND CONDITIONS

The Commission will use a variety of funding sources to offer deferred-payment loans with either a share of appreciation or below-market interest rates as prescribed by the approved guidelines for each specific funding source.

A. Maximum Loan Amount: Maximum loan amounts shall be determined per the approved guidelines for each specific funding source. In any event, the

maximum loan shall not exceed the minimum amount of funding necessary to achieve project feasibility.

B. Term: The loan term shall be consistent with local, state and federal law and regulation and may correspond to the requirements of other financing sources. If a covenant is required (e.g., a housing affordability covenant) the term of said covenant may be longer than the term of the loan but the term of any covenant shall not be shorter than the term of the loan. All Commission loans can be paid in part or in full prior to the date of loan maturity without penalty; however, any such prepayment shall not reduce the term of any covenant on the property.

C. Interest Rate: Unless otherwise required by the regulations or policies of the funding source, the fixed interest rate for all Commission deferred-payment, interest-bearing loans subject to these policies is 3%, simple-interest. Interest shall accrue from the date on which funds are disbursed.

D. Share of Appreciation: If required by a particular affordable housing homeownership program, a Share of Appreciation shall be used in the place of an interest rate. Please see the Sonoma County Affordable Housing Program Homeownership Policies Share of Appreciation Approach.

E. Residual Receipts Payments: To the extent a multifamily project has residual receipts as defined below in any fiscal year, residual receipts shall be divided as follows:

1. the project sponsor shall be entitled to retain fifty percent 50%; and

2. the remaining fifty percent (50%) shall be divided proportionately between the Commission and other secured creditors with residual receipts rights based on their percentage of the total outstanding financing with residual receipts rights.

Residual Receipts means, in a particular calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

a. "Gross Revenue," with respect to a particular calendar year, shall mean all revenue, income, receipts, and other consideration actually received from operation and leasing of the Development. "Gross Revenue" shall include, but not be limited to: all rents, fees and charges paid by tenants, Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements; proceeds from vending and laundry room machines; the proceeds of business interruption or similar insurance; the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Development (or applied toward the cost of recovering such proceeds); and condemnation awards for a taking of part or all of the Development for a temporary period. "Gross Revenue" shall also include the fair market value of any goods or services provided in

consideration for the leasing or other use of any portion of the Development. "Gross Revenue" shall not include tenants' security deposits, loan proceeds, capital contributions or similar advances.

b. "Annual Operating Expenses," with respect to a particular calendar year shall mean the following costs reasonably and actually incurred for operation and maintenance of the Development to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles: property taxes and assessments imposed on the Development; debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on loans associated with development of the Development and approved by the Commission; property management fees and reimbursements, not to exceed fees and reimbursements which are standard in the industry and pursuant to a management contract approved by the Commission; resident services fee, if any, with prior Commission approval of scope of services and amount of fee; partnership management fees (including any asset management fees), if any, not to exceed a total of Thirty-two Thousand Five Hundred Dollars ($32,500) per year, all as approved by the Commission at the time the tax credit syndication occurs, increasing annually at a rate not exceeding the lesser of the increase in the Consumer Price Index (as published for San Francisco by the Bureau of Labor Statistics) or 3%; any Tax Credit Adjuster Distributions to the Investor Limited Partner as permitted in the Partnership Agreement; all costs associated with organization, accounting, tax return preparation of the Borrower, including tax preparation fees, annual franchise tax fees of the Borrower, premiums for property damage and liability insurance; utility services not paid for directly by tenants, including water, sewer, and trash collection; maintenance and repair; any annual license or certificate of occupancy fees required for operation of the Development; security services; advertising and marketing; cash deposited into reserves for capital replacements of the Development in an amount not to exceed six tenths of one percent (.6%) of the construction costs of improvements in the Development; cash deposited into an operating reserve in an amount not to exceed 3% of Annual Operating Expenses or the amount required in connection with the permanent financing and the tax credit syndication, whichever is greater (or any greater amount approved by the Commission) but with the operating reserve capped at six (6) months gross rent from the Development (as such rent may vary from time to time); payment of any previously unpaid portion of the developer fee due Borrower (without interest) not exceeding a cumulative developer fee due Borrower in the maximum amount set forth in the Agreement; extraordinary operating costs specifically approved by the Commission; payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved by the Commission and not listed above. Annual Operating Expenses shall not include the following: depreciation,

amortization, depletion or other non-cash expenses or any amount expended from a reserve account.

F. Loan Security: All loans shall be secured by a Deed of Trust.

1. Seniority: Commission loans shall be senior to all loans of lesser principal amounts, and to loans that recapture the value of a County Density Bonus or other regulatory incentives.

2. Appraisals: All appraisals must be prepared by a Certified General Appraiser or by a Certified Residential Appraiser if the project is exclusively residential. An appraisal is generally considered current if it not more than six months old.

3. Developer Loans:

a. Except when allowed under the guidelines of a specific funding source, loans for site acquisition, and any predevelopment, demolition, or relocation costs that will be incurred prior to commitment of all financing necessary to complete the development, require a current site appraisal that demonstrates that the "as is" value of the property will fully secure the loan.

b. Loans for construction and all other costs require a current post-completion appraisal that demonstrates that the value of the completed project, taking into account all projected permanent financing for the project.

c. Existing Commission loans that are being subordinated pursuant to Section IV.A must be secured by the "as is" value of the property at the time of subordination.

4. Homebuyer Loans:

a. The value of the unit must secure fully the principal amount of a long-term loan to a buyer of an assisted ownership unit. When the buyer borrows funds to pay any portion of the buyer's reasonable and customary closing costs, the loan can be unsecured by the amount of the funds borrowed to pay those closing costs.

b. Option Agreements: In the same escrow in which an eligible homebuyer purchases a unit assisted with a Commission loan, the Commission will record an option agreement granting the Commission the first right to purchase the unit at resale for thirty (30) years. The option period may exceed 30 years if specified by the requirements of other federal, state, or local programs that assist the ownership project.

G. Loan Fees: The Commission may collect loan origination and modification fees as established by these Policies and as subsequently amended by the Sonoma County Board of Supervisors from time to time.

1. Developer Loans: Except as prohibited by the primary funding source, as amended by the Board, and/or as provided in Section VI. F. of these Policies, the current fees are:

a. The loan origination fee is 1% of the Commission's principal loan amount.

b. The fee for modifications, subordinations, assignments and assumptions - is the greater of (i) $500 or (ii) 0.5% of the then outstanding balance of the loan principal plus accrued interest calculated as of the date on which the application for change is submitted to Commission, to a maximum of $2,500.

2. Homeownership Loans:

a. Initial Sale Administrative Fee. Upon close of escrow of the sale of an affordable homeownership unit to the initial buyer, the Commission shall receive an administrative fee equal to 1.0% of the Commission's principal loan amount(s).

b. Resale Administrative Fee. When the Commission, its agent or assignee exercises the Commission's option to purchase an affordable homeownership unit and completes the purchase, the seller shall pay the Commission an administrative fee equal to 3% of the Fair Market Value of the property.

H. Use of Funds: Funds shall only be used in accordance with the approved regulations, policies, and guidelines for each specific funding source.

I. Loan Approval: Commission staff shall exercise sound underwriting practices in all loan evaluations.

1. In all instances, the Commission's underwriting standards will be employed in a consistent, equitable manner. The Commission will at all times utilize sound judgment in making loans to ensure that the public funds are adequately protected. The Commission's underwriting standards will normally follow private lending practices but may in some cases be more lenient if in doing so, public policy objectives will be achieved.

2. Loan applications shall be subject to normal commercial underwriting criteria by the Commission. Such criteria may include, but are not limited

to: credit reports, risk analyses, appraisals, title reports, cash-flow analyses, review of loan documentation from other project lenders, etc.

J. Discretion of Commission Staff: It shall be within the purview of the Commission Executive Director, or designee, to disapprove any loan application at any stage of processing through any formal or informal action which is consistent with sound underwriting practices and fair housing lending procedures.

K. Insurance/Property Taxes: Borrower shall maintain adequate hazard, liability, and automobile insurance, as required by County policy. Property Taxes and all assessments must be paid current throughout the life of the loan.

L. Environmental Assessment and Clearance: All projects must complete the appropriate level(s) of state and/or federal environmental review before funds may be released. If federal funds are involved in the project through a Commission loan or from some other source, no construction activities may take place after application submittal and prior to the completion of the federal environmental clearance process and associated public notification requirements.

M. Prevailing Wages and Related:

1. Federal: Where the source of Commission loan proceeds is from a federal government source, the project must comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon and Related Acts as amended, the provisions of Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act (40 USC 276a-276a-5; 40 USC 327 and 40 USC 276c). The project shall also comply with 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 to journey workers.

2. State: For all projects, regardless of funding source, project sponsor shall adhere to all State of California laws and regulations regarding payment of prevailing wages, as applicable, and shall certify to the Commission, in writing, said compliance.

N. Relocation Requirements: Borrowers must agree to comply with all applicable federal, state, and local relocation laws and regulations, as applicable.

O. Affordability and Use Restrictions: All projects receiving Commission loans are subject to the affordability and/or facility or land use restrictions as required by the funding source or local policy. An Affordable Housing Agreement or Regulatory Covenant will be recorded against the assisted property restricting the continued occupancy or use of the property per the laws and regulations of the particular funding source and approved local policy, and shall run with the land.

P. Financial Feasibility: The project must demonstrate that due to market location, prevailing economic conditions, the proposed use, or property operating cost, that the development would be economically infeasible but for some degree of public financial assistance. The Commission may provide assistance to projects in the *least amount* required to create financial feasibility.

Q. Leverage Objective: Project sponsors shall demonstrate efforts to effectively leverage the use of public and private funds for the proposed project by identifying other available private and public financing programs and designing the project to qualify for those sources of assistance.

R. Contingency Requirements: Proposed new construction projects must demonstrate that a minimum soft cost contingency of 3% and a hard cost contingency of 5% are included by providing the Commission a Development Budget including a Sources and Uses Table. For facility or housing rehabilitation or renovation loans, or for projects with an unusual degree of risk or uncertainty, a minimum soft cost contingency of 5% and a hard cost contingency of 10% must be included in the Development Budget. The amount of the required contingency budget may be higher as reasonably established by the Commission Executive Director.

S. Conditions to Enter into Funding Agreements, to Convey Loan Documents to Escrow, to Permit Recordation of Documents, and to Release Loan Funds:

1. Conditions to Enter into Funding Agreements: Before Commission staff can offer a Funding Agreement to an applicant, the applicant must provide Commission with documentary evidence that the following conditions have been met:

    a. The applicant has site control through the projected acquisition date or start date of the project.

    b. Whenever required by funding source policies or regulations, the project has received all required environmental clearance.

    c. For HOME Developer Agreements, the applicant must meet all requirements in the HOME Final Rule [24 CFR Part 92, Section 92.504(c)(3)].

    d. The applicant has satisfied any additional conditions attached to loan approval by the Board of Supervisors.

2. Conditions to Convey Loan Documents to Escrow: The Commission may submit loan documents to escrow only after receiving and approving the following:

    a. Acceptable current appraisal demonstrating that the Commission loan will be fully secured as required under Section III.F.

b. Proof of current property tax payments.

c. Proof of insurance meeting Commission insurance requirements.

d. Proof of required environmental clearance and compliance, as applicable.

e. For loans to pay for site acquisition and any predevelopment, demolition, or relocation costs that will be incurred prior to commitment of all financing necessary to complete the development, written commitment of all funds necessary to complete the acquisition.

f. For loans to pay for site improvements, development soft costs, construction, and other such purposes, written commitment of all construction and permanent financing necessary to complete development.

g. For loans to pay for site improvements, development soft costs, construction, and other such purposes, documentation of all required land use approvals.

h. Proof of compliance with any other loan conditions.

3. Conditions to Permit Recordation of Documents: The Commission may authorize the recordation of its documents and the close of escrow only after receiving and approving the following:

a. Execution of the Commission's escrow instructions by the Escrow Officer.

b. Title insurance meeting Commission standards.

c. Original, certified or conformed copies of executed Commission loan documents, including but not limited to Promissory Notes, Deeds of Trust, Grant Deeds, Affordable Housing Agreements and other required covenants.

d. Certification by the Title or Escrow Officer that the documents from all other parties to the transaction have been executed and will be recorded as appropriate.

4. Conditions to Release Loan Funds: The Commission may disburse loan funds through escrow, or after close of escrow, only upon receipt of the additional following items, as applicable:

a. All of the items listed above in Section III S. 1 and 2.

b. Proof of compliance with prevailing wage requirements, as applicable.

IV. LOAN ADMINISTRATION

A. Subordination: The Commission's Executive Director is authorized to subordinate Commission loans and options, with County Counsel review and approval as to form, provided that the loan or the option remains in a secure position as required by Section III F. and as demonstrated by appraisal or by other means satisfactory to Commission.

1. Developer Loans: The Commission will accept a subordinate position to a new senior mortgage only if the ongoing public purpose of the development is protected and the transaction will not adversely affect the security of the Commission's loan in any way.

2. Homeownership Loans: The Commission will accept a subordinate position to a new senior mortgage if all of the following conditions are met:

a. The owner will not take cash out of the transaction. On a case by case basis, the Executive Director may approve a cash out transaction for home improvements if no other loan from any funding source secured against the property expressly prohibits a cash out refinance. The request will be considered if funds are used to correct health, safety, and code problems, or to preserve or enhance the value of the property. The owner must obtain written Commission approval for the scope of work and cost of the improvements before the Commission will consent to a subordination request. Failure to do so may make a property ineligible for consideration.

b. The refinancing objective is to obtain a new senior mortgage with a fixed interest rate lower than the interest rate of the current senior mortgage. A fixed interest rate higher than the current mortgage will be allowed only where "cash out" funds are required to correct health, safety, and code problems of the property, subject to prior Commission approval of the scope of work and cost of improvements.

c. The principal amount of the new senior mortgage will not exceed the sum of the original principal amount of the senior mortgages when the property was first purchased plus the owner's share of the closing costs to refinance the new senior mortgages. Provided that Commission's loan remains in a secure position, and with the Commission's prior written approval, the owner may borrow a

higher loan amount for the sole purpose of correcting health, safety, and code problems of the property.

d. Cash proceeds from a refinance transaction will be disbursed from escrow for payment to vendors on a draw basis, with written consent from the Commission.

B. Loan Modification, Assignment and Assumption: The Commission's Executive Director is authorized to modify, assign and approve assumption of Commission loans, in compliance with funding source regulations and with County Counsel review and approval as to form, provided that the loan remains in a secure position as required by Section III F. and as demonstrated by appraisal or by other means that is satisfactory to Commission, and provided that the ongoing public purpose of the development is protected.

C. Due at Maturity: Commission loans shall be due and payable in full at the time of loan maturity. See Section VI for guidelines specific to mature loans.

D. Prepayments: Borrower may make prepayments on existing loans to repay the outstanding balance, or any portion thereof, at any time without penalty. Payments will first be credited towards any outstanding fees or penalties due, then to the interest due, and then to reduce the original principal amount of the loan.

E. Conversion: Upon written approval of the Commission's Executive Director or her/his designee, a borrower may choose to have a deferred payment loan converted to a fully amortized loan for the remainder of the loan term or 15 years, whichever is less. The borrower will be required to make pre-determined monthly payments of principal and interest each month for the balance of the loan term. The Commission will use underwriting standards detailed in Section III.I. in determining whether to approve a borrower's request to convert a deferred-payment loan to an amortized loan.

F. Reporting Requirements: Reporting requirements shall be determined per the approved regulations, policies, and guidelines for each specific funding source.

G. Loan Consolidation: Where a project receives multiple Commission loan awards, the Commission may consolidate loans, at the discretion of the Executive Director or his/her designee.

H. Rental of Homeownership Units: The purchaser of a homeownership unit must reside in the unit as their principal residence and may not rent the unit in its entirety to another party.

1. Notwithstanding the owner occupancy requirement stated above, unless prohibited by the requirements of the funding source or local policy, the Commission Executive Director may, in his or her sole discretion, approve

temporary rental of an ownership unit in its entirety to another party under the following conditions.

a. The owner cannot reside in the unit for a specified period of time, after which they plan to return to the unit, because they are either receiving medical care in a residential facility, working at a temporary job assignment outside of Sonoma County, or attending an educational institution that is located outside of Sonoma County; or

b. The owner plans to sell and move from the unit permanently but, due to market or other conditions beyond the owner's control, they cannot sell the unit for an amount sufficient to repay all senior liens.

2. The owner of a homeownership unit may rent the unit in its entirety only upon receipt of express written approval of the Commission's Executive Director. Such approval will be for a term of up to one year, with additional one year terms available upon review and approval by the Commission's Executive Director, in his or her sole discretion.

3. A homeownership unit that is rented in its entirety pursuant to the terms of this section shall be rented to low-income households (at or below 80% of area median income) at rent levels that are considered affordable to households with incomes at 60% of area median income. The owner must have Commission staff review proposed rental applications and rental agreements to ensure the rent does not exceed permitted rent levels and to approve the income eligibility of each proposed renter household.

4. Failure to reoccupy the unit at the expiration of the term of approval, or failure to comply with the affordability terms of this section, shall constitute a default under the Commission's Deed of Trust and/or Option.

I. Compliance Monitoring: If a Commission-assisted development is subject to monitoring by another agency, such as the California Department of Housing and Community Development, the California Tax Credit Allocation Committee, the California Housing Finance Agency, the U.S. Department of Housing and Urban Development, and other federal, state or local public agencies, and the other agency's affordability requirements are the same or more restrictive than the Commission's affordability requirements, the borrower may be able to reduce Commission monitoring fees. Annually on or before June 1st, during the term of the affordability period, the borrower will submit evidence of the other agency's affordability requirements and monitoring of the development's compliance with those requirements. The submitted documentation must be sufficiently detailed for the Commission to confirm whether the other agency's requirements for the development or units are in compliance with the Commission's affordability requirements.

For all Commission units not subject to the same or more restrictive requirements, or if evidence of another agency's monitoring is not submitted by the date due to the Commission or is not sufficient for the Commission to monitor compliance with the Commission's Program affordability requirements, the Commission shall charge the borrower an annual monitoring fee. The Commission has established an annual fee of $75 per monitored unit, or $100 per monitored emergency shelter, transitional housing, group home or other congregate facility, with said fees subject to periodic cost of living adjustments. Developer shall pay the fee to Commission on or before June 1st of each year of the term described in Section III. B. of these Loan Policies or otherwise set in specific loan financing source Funding Policies. The developer shall submit annual compliance reports and tenant rosters on forms that the Commission shall provide. The annual compliance report that the borrower submits to the Commission will include a tenant roster listing household size, income and rent for each tenant in a Commission-assisted unit. The Commission shall review reports for compliance with the Commission's Program requirements, shall require the developer to correct violations of those requirements, and may request additional documentation from the borrower, as the situation dictates.

The Commission may conduct periodic site visits to Commission-assisted developments. During the visits, Commission representatives may interview the resident manager, review a sample of the on-site tenant files, inspect a sample of the units of varying size and affordability, and tour the common areas and grounds of the development. The Commission will prepare a written report of each site visit.

V. COLLECTIONS

A. Amortized Loan Collections: The borrower shall make regular monthly payments directly to the loan-servicing agent as specified by the Commission. The Commission Executive Director shall have the authority to select an outside loan-servicing agent or to collect loan payments in-house.

B. Deferred-Payment Loan Collections: When due, the borrower shall make full repayment of the loan directly to the Commission.

C. Loan Defaults

1. If a borrower appears to be in default of one or more of the loan terms contained in the Promissory Note, Deed of Trust, or any other loan document, the Commission Executive Director shall consult with the Office of the Sonoma County Counsel.

2. Upon default in any loan terms, fraud or misrepresentation in any loan application, or transfer of the underlying real property or security interest without the written approval of the Commission, or for any other reason specified in the borrower's Promissory Note, the principal balance may be

accelerated and made immediately due and payable at any time without further notice.

3. If the Commission Executive Director determines that the borrower is in material default of one or more of the loan terms and is not reasonably likely to cure the default, the Commission Executive Director, with the advice of County Counsel, shall initiate foreclosure proceedings.

    a. The Commission may contract with a trust deed service company to carry out a Notice of Default and Sale on behalf of the Commission or may carry out the foreclosure process in-house.

    b. The Commission may disburse funds for all costs necessary to enforce its lien and complete the foreclosure sale process, including but not limited to: legal fees, trust deed service fees, past-due property taxes, utility charges, property hazard and liability insurance, needed maintenance and repair, and real estate agent fees.

    c. If the loan is reinstated, any collection or foreclosure expenses will be the responsibility of the owner as a condition of reinstatement, if permitted by the terms of the loan documents.

4. If permitted under the terms of the loan documents and California law, if trustee's sale proceeds minus the amount of any senior liens and the Commission's foreclosure costs are less than the amount of the outstanding loan balance, and the Commission's Executive Director concludes, after consultation with County Counsel, that there is a reasonable likelihood that the amount likely to be recovered will exceed litigation costs, the Commission shall seek a deficiency judgment for the difference.

VI. MATURE LOANS (Non-profit Agencies Only)

When an existing Commission loan is at or nearing maturity and a request for a loan term extension, restructuring, or forgiveness is received, the following guidelines shall dictate the Commission's response to such a request. Loan extensions, restructuring or forgiveness will only be approved if all the following criteria are met:

A. Loan Compliance and Property Status:

The borrower has demonstrated material compliance with conditions of the loan over the life of the loan and is in good status with the Commission and all other public entities with regards to the underlying financing and the use and operation of the property.

B. Condition of Property:

The subject property must be in good condition. If significant amounts of maintenance have been deferred, the loan extension, restructuring or forgiveness request will be denied.

C. Project Income and Financial Structure:

The borrower must reasonably demonstrate that projected operating income and reserves are sufficient to finance ongoing operating expenses, including debt service, and capital replacement and maintenance for the period of any proposed loan term extension.

D. Loan Security

The borrower must demonstrate through an appraisal or other means acceptable to Commission staff that the value of the property is adequate to continue to fully secure any extended-term Commission debt.

E. Loan Terms

1. Loans for Housing:

a. Existing deferred payment loans for housing projects shall be restructured as fully amortized loans unless the borrower presents compelling evidence that the borrower lacks adequate resources to service an amortized loan. In that case, an extended deferred-payment loan term may be approved. The Commission shall not forgive loans for permanent housing projects.

b. The annual interest rate for all restructured and extended loans shall be 3%. The maximum loan term extension is 15 years.

c. For existing deferred payment loans that are extended but restructured as fully amortized loans, the debt to be fully amortized is the principal as of the maturity date. The interest accrued, as of the maturity date, will also be repaid in equal installments over the term of the loan extension. That is, if the loan is extended for 180 months, the amount of accrued interest due at loan maturity will be divided by 180 and that amount will be paid monthly in addition to the amount derived from fully amortizing, at 3%, the loan principal amount at the time of loan maturity.

d. For loans that are extended as deferred payment loans, interest is accrued at 3% simple interest calculated upon the principal balance as of the date of maturity. The interest accrued up to the maturity date will be repayable upon the new maturity date of the extended loan.

~~d.~~e. For loans that are extended or restructured, if the Commission determines that the affordable housing project lacks resources to support debt service on an amortized loan, or if accrued interest will present a barrier to the preservation of affordable housing, accrued interest may be waived in part or in its entirety.

2. Loans for Public Facilities:

a. If all criteria detailed in this Section VI. A. through D. are met, the Commission shall forgive loans for public facilities such as, but not limited to, fire stations, transitional housing and emergency shelters for the homeless, teen centers, senior centers, and similar community facilities.

b. For loans made with CDBG funds: If the loan is forgiven, a subsequent deed restriction will be recorded against title to the property stipulating that the real property must be used to meet one of the national objectives in 24 CFR Part 570.208 until twenty five (25) years after expiration of the CDBG Subrecipient Agreement and that if the property is not used to meet one of the national objectives during this period, the borrower shall pay to the Commission an amount equal to the then-current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. The property owner shall also continue to abide by all other applicable CDBG regulations.

F. Loan Modification Fee

The borrower shall pay a loan modification fee for any mature loan that the Commission modifies through granting a loan term extension, refinancing or other modification of existing terms. The fee shall be equal to 0.5% of the sum of the outstanding loan principal and accrued interest calculated on the maturity date. Fee payment is required prior to recordation of any loan modification. Payment of the fee is also required if a loan is forgiven.

VII. ALTERNATIVE LOAN TERMS

Where the Commission's Executive Director determines, after consultation with County Counsel, that one or more federal, state and/or local financing programs available to a project will achieve results that are equivalent to, or more effective than, the affordability or other public purpose of the relevant Commission program, and that such financing programs are otherwise compatible with the Commission program and County and Commission policies and objectives, the Commission's Executive Director is authorized to modify Commission loan terms and policies to the degree necessary for the project to utilize those financing sources.

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

LOAN EXTENSION AND MODIFICATION AGREEMENT
of
NONRECOURSE PROMISSORY NOTE
SECURED BY A DEED OF TRUST
AND
DATED DECEMBER 7, 1993

Santa Rosa, California
_____, 2018

Notwithstanding any provision to the contrary set forth in that certain Promissory Note dated December 7, 1993, and amended on December 18, 1995 in the original principal amount of One Hundred Twenty-Five Thousand dollars ($125,000), entered into by and between the Sonoma County Community Development Commission (the Commission) and
the Note is hereby modified as follows:

The second paragraph reference to the maturity date is replaced in its entirety by the following:

"The principal and interest shall be due and payable on the occurrence of the earlier of (1) July 31, 2028 or (2) a default by Maker on its obligations as set forth in the rider to the Deed of Trust"

Borrower requested the Commission waive all accrued interest through July 16, 2018 up to $92,290.97 to enable borrower to refinance and rehabilitate the property. In an effort to preserve existing affordable housing, the Commission has approved the request.

Said Promissory Note is secured by a Deed of Trust with rider and Assignment of Rents dated December 7, 1993 and re-recorded in the Sonoma County land records on September 29, 1994 as document number

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Sonoma County Community
Development Commission ("Holder")

By:

By:_ _____
Title.

By: _____
Title:

Attest:_____

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 15
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 14, 2018	**Vote Requirement:** Majority
Department or Agency Name(s): Auditor-Controller Treasurer-Tax Collector	
Staff Name and Phone Number:	**Supervisorial District(s):**
Levi Ehrlich 565-3289	4th & 5th

Title: Gold Ridge Resource Conservation District Fund Transfer

Recommended Actions:

Approval of the Resolution of the Board of Supervisors, County of Sonoma, State of California, authorizing the Auditor-Controller Treasurer-Tax Collector to establish a temporary fund transfer for Gold Ridge Resource Conservation District in an amount up to $600,000.

Executive Summary:

The Gold Ridge Resource Conservation District ("the District"), in conjunction with the Auditor-Controller Treasurer-Tax Collector, is requesting the Board to approve a temporary fund transfer in an amount not to exceed $600,000 in order to provide the District with sufficient cash to meet their cash flow needs and repay the current note held by the County Treasury.

Discussion:

The District was established in 1941 as one of the original resource conservation districts, and the first in Sonoma County. The District was established to ensure strong, productive, and viable agricultural endeavors in Western Sonoma County can continue by improving soil and water quality. Providing an economically and ecologically viable and healthy agricultural community.

To that end, the District has applied for and received several awards from federal, state and local sources for specific projects. The following is a brief summary of the major awards and amounts remaining to be billed:

Funding Agency	Grant/Contract Amount Remaining	Project
California Department of Conservation	$13,501	Department of Conservation Resource Conservation District Assistance

California Department of Fish & Wildlife	$1,067,474	Fisheries Restoration Grant Program, Green Valley Watershed Coho Migration Enhancement Project-Design, Atascadero Subwatershed Coho Habitat, Dempster Vineyard Dam Removal Project, Dutch Bill Creek (Alliance), and Iron Horse Vineyards Dam Removal Project
California Department of Food & Agriculture	$42,987	Climate Beneficial Vineyard Management
California Department of Transportation	$88,175	Cal Trans Gleason Beach
California Department of Water Resources	$258,301	North Coast Integrated Regional Water Management Plan Phase 5 and 6
California State Coastal Conservancy	$34,016	Lower Green Valley Coho Migration
California Water Resources Control Board	$351,609	Green Valley Creek Rural Water Conservation
Foundation	$28,682	LandSmart Program in West Sonoma County
National Fish & Wildlife Foundation	$57,383	Rainwater Catchment Project and Landowner Assist for Streamflow Enhancement
National Resource Conservation Science	$541,898	LandSmart plans for the National Resource Conservation Science Regional Conservation Partnership Program
Santa Rosa Plain Groundwater Sustainability Agency	$26,789	Santa Rosa Plain Groundwater Sustainability Interim Administration
Sonoma County Agricultural Preservation and Open Space District	$105,492	Sonoma County Agricultural Preservation and Open Space District Agreement for Services
Sonoma County Memorandum Of Understanding	$311,818	Ombudsman Services
Sonoma County Water Agency	$119,957	Groundwater Level Monitoring and Outreach Efforts, Alliance Redwoods Water Conservation Design, Russian River Cooperative 1617-156, and Green Valley Outreach and Mitigation
Trout Unlimited, Inc.	$120,969	Russian River Coho Water Resources Partnership Year 8 and Upper Green Valley Groundwater Monitoring Project
West Coast Watershed	$45,528	Monte Rio Community Outreach & Technical Assistance
TOTAL	$3,214,579	

The District must spend the funds prior to reimbursement from awarding agencies and does not have adequate cash to cover these upfront expenditures. By resolution, the District has requested a temporary fund transfer under Article XVI, Section 6 of the State Constitution. This fund transfer takes the form of a line of credit with a limit of $600,000 requested for FY 2018-19. The line of credit will be repaid by the last Monday in April of the current fiscal year. This line of credit is necessary to allow the District to maintain operations prior to reimbursements being received and represents a low risk to the County as the grants/contracts have already been awarded to the District.

The District currently has a note with the County Treasury in the amount of $600,000 that serves as bridge financing between April 2018 and August 2018. This note is due and payable on August 31, 2018. The District's cash balance in the County Treasury as of July 31, 2018 is $411,856. In addition, the District has a nominal amount in their Exchange Bank checking account. Accordingly, the District will need to use approximately $192,644 of the temporary fund transfer to pay off the balance of the current note held by the Treasury, including interest.

Your Board delegated authority to the Auditor-Controller Treasurer-Tax Collector to approve temporary fund transfers to agencies that can secure transfers wholly by revenue collected through the secured property tax system. The District does not receive sufficient property tax support to meet the current temporary fund transfer request. In FY 2017-18, the District received about $28,000 in property tax revenues; therefore, Board of Supervisors approval is required for a temporary fund transfer secured by revenue from outside sources.

In FY14-15, the District agreed to work with the Auditor-Controller Treasurer-Tax Collector to develop a plan that addressed their structural deficit with the aim of eliminating their annual deficit in FY14-15 and working down their accumulated deficit. This goal has been met, and the District anticipates FY18-19 revenues to exceed expenditures by approximately $4,544.

Prior Board Actions:

Last year the board approved a similar transfer of $650,000 on August 22, 2017, Resolution No. 17-0303

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Protect watersheds, public lands & open space systems and promote agricultural viability

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

The recommended temporary fund transfer has no significant financial impact. Rather than a physical transfer of cash to the District, this action provides authority for the District to operate with a deficit cash position up to the approved amount. To the extent the District's cash balance is negative, they will recognize negative interest earnings in the treasury pool.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

1) Resolution establishing temporary fund transfer.
2) Gold Ridge RCD Resolution.

Related Items "On File" with the Clerk of the Board:

None

County of Sonoma
State of California

Item Number:

Date: August 14, 2018 Resolution Number:

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Auditor-Controller Treasurer-Tax-Collector To Establish A Temporary Fund Transfer For Gold Ridge Resource Conservation District In An Amount Up To $600,000.

Whereas, the Gold Ridge Resource Conservation District (the District) has outstanding awards from State and Federal Grants, and contracts with various local agencies in the amount of $3,214,579 to complete several water projects that will protect and restore the watersheds within the District, and;

Whereas, the District must expend funds for approved projects and programs prior to reimbursement from the awarding agencies, and;

Whereas, the District does not have sufficient funds on hand to provide for the operation of the District during the 2018/2019 fiscal year, and;

Whereas, Article XVI, Section 6, of the State Constitution authorizes the temporary transfer of funds in the custody of the County Treasurer upon the approval of the Board of Supervisors, and;

Whereas, the District has anticipated grant revenues of $1,929,598 and total budgeted revenues of $2,621,443 for fiscal year 2018/2019;

Now, Therefore, Be It Resolved the Board of Supervisors of the County of Sonoma hereby authorizes the establishment of a temporary funds transfer to the District in the amount not to exceed $600,000.

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

Resolution No. 2018-08

Dated: July 19, 2018

RESOLUTION OF THE GOVERNING BOARD OF GOLD RIDGE RESOURCE CONSERVATION DISTRICT OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, REQUESTING FUND TRANSFER UNDER ARTICLE XVI, SECTION 6 OF THE STATE CONSTITUTION

RESOLVED by the Governing Board of the GOLD RIDGE RESOURCE CONSERVATION DISTRICT, a District of the County of Sonoma, State of California, that:

WHEREAS, this District does not have sufficient funds on hand to provide for the operation of the District during the 2018/19 fiscal year, and

WHEREAS, Article XVI, Section 6 of the State Constitution authorizes a temporary transfer of funds in the custody of the County Treasurer upon approval of the Board of Supervisors, and

WHEREAS, the revenues to said District for the current fiscal year, July 1, 2018 to June 30, 2019, are budgeted at $2,621,443

NOW, THEREFORE, IT IS DETERMINED AND ORDERED as follows:

1. That the Board of Supervisors of the County of Sonoma is hereby requested to authorize a temporary transfer to this District on an as-needed basis of not to exceed $600,000.00 during the 2018/19 fiscal year; said sum will not exceed 85% of the revenues to said District during said fiscal year.

2. For the convenience of the County Treasurer and County Auditor a schedule of monthly-anticipated cash flow is attached hereto.

3. That the County Treasurer of the County of Sonoma be requested to recommend, and the County Auditor of the County of Sonoma be requested to acknowledge said transfer.

4. That certified copies of this resolution be forwarded by the Clerk of this Board to the Board of Supervisors of the County of Sonoma, the County Auditor and County Treasurer of this County.

The foregoing resolution was introduced by Ann Cassidy,

who moved its adoption, seconded by Mel Sanchietti, and adopted on roll

call on July 19, 2018 by the following vote:

Board Member	Vote
Joe Dutton	Aye
Ann Cassidy	Aye

Richard Hughes	Aye
Torrey Olson	Absent
Melvin Sanchietti	Aye

Ayes: 4 Noes: 0 Absent or not voting: 1

WHEREUPON, the Chair declared the foregoing resolution adopted, and SO ORDERED.

Brittany Jensen, Executive Director
Gold Ridge Resource Conservation District

GOLD RIDGE RESOURCE CONSERVATION DISTRICT
_____ CALIFORNIA _____

ANTICIPATED MONTHLY ENDING BALANCES

Anticipated Monthly Ending Balances FY2018-19

	Cash Income	Cash Expenditures	Cash Balances
Beginning Cash Balance			549,339.00
July	285,225.00	318,139.00	516,425.00
August	130,065.00	752,000.00	(105,510.00)
September	118,202.00	179,977.00	(167,285.00)
October	163,248.00	217,111.00	(221,148.00)
November	143,140.00	109,257.00	(187,265.00)
December	242,500.00	202,624.00	(147,389.00)
January	140,255.00	125,890.00	(133,024.00)
February	185,500.00	146,699.00	(94,223.00)
March	185,135.00	155,599.00	(64,687.00)
April	167,740.00	135,500.00	(32,447.00)
May	730,000.00	152,103.00	545,450.00
June	125,889.00	122,000.00	549,339.00
Totals	2,621,443.00	2,616,899.00	

FY 18/19 Budget Revenue	2,621,443.00	
Anticipated Carryover	4,544.00	4,544.00
Appropriation for Contingencies*	48,700.00	

*Includes Net Income from FY17/18 and anticipated 18/19

NOTE: Copies of the Cash Flow Statement are to be attached to each Resolution.

***** Total cash income includes secured and unsecured taxes to be raised in current year budget and estimated revenues (other than current property taxes).
** New note will be instated if necessary to bring RCD account into a positive balance

11:21 AM
07/11/18

GOLD RIDGE RESOURCE CONSERVATION DISTRICT
A/R Aging Summary
As of July 11, 2018

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
001 - ADMINISTRATION						
RCD's reimbursements for Sitka	0.00	15,340.00	0.00	0.00	0.00	15,340.00
Total 001 - ADMINISTRATION	0.00	15,340.00	0.00	0.00	0.00	15,340.00
002 - No-Till Drill Rental						
Joe Pozzi	0.00	0.00	0.00	0.00	300.00	300.00
Ray Crawford	0.00	0.00	0.00	0.00	150.00	150.00
Total 002 - No-Till Drill Rental	0.00	0.00	0.00	0.00	450.00	450.00
032 - DPR - C1633007	0.00	0.00	0.00	0.00	0.01	0.01
064 - SCAPOSD Outings 14-17	0.00	0.00	8,544.75	0.00	0.00	8,544.75
075 - NRCS MALT RCPP	0.00	1,804.50	0.00	1,830.50	0.00	3,635.00
084 - SCC 16-006 Lower GV	0.00	34,898.83	0.00	0.00	0.00	34,898.83
085 - WCB - 1562MM - UGV Streamflow	0.00	5,846.61	0.00	0.00	0.00	5,846.61
087 - NCIRWMP Phase V Prop 84 R3 SC/EA	0.00	0.00	0.00	4,740.82	0.00	4,740.82
088 - NCIRWMP Phase VI Prop 84 R3 GV/DB	0.00	0.00	0.00	1,050.75	0.00	1,050.75
089 - TU RRNFWF Year 8	0.00	18,209.17	0.00	0.00	0.00	18,209.17
093b - County MOU RR TMDL	0.00	0.00	10,051.63	10,589.88	2,592.50	23,234.01
096 - NRCS SCAPOSD RCPP	0.00	39,194.05	0.00	0.00	32,417.18	71,611.23
098 - DOC RCD ASST	0.00	901.81	1,348.13	0.00	0.00	2,249.94
099 - NFWF Conservation Partners III	0.00	2,858.99	0.00	0.00	0.00	2,858.99
103 - SCWA 16/17 - 026 Alliance	0.00	1,353.22	0.00	0.00	0.00	1,353.22
107 - DFW - P1796004 GV Coho Hab Enh	0.00	8,775.00	0.00	0.00	0.00	8,775.00
109 - SCWA GV Emergency/SCWATW16/17...	0.00	672.00	0.00	0.00	0.00	672.00
110 - TU FRAF	0.00	7,360.50	0.00	0.00	0.00	7,360.50
111 - NCRP DAC Outreach 2017	0.00	6,066.00	0.00	11,446.21	0.00	17,512.21
FFS - Matthews	0.00	631.76	0.00	0.00	0.00	631.76
FFS - MCRCD - Navarro	0.00	200.00	0.00	0.00	1,666.34	1,866.34
Z - 086 -MCOSD - Mount Burdell	0.00	0.00	0.00	0.00	1,506.67	1,506.67
Z - 093 - County MOU 16/18	0.00	0.00	0.00	0.00	9,210.59	9,210.59
Z - 095 - MMWD - Salmon Creek Coho	0.00	0.00	1,554.53	0.00	0.00	1,554.53
Z - 121 - CDFA Healthy Soils Tech Assist	0.00	0.00	0.00	4,995.00	0.00	4,995.00
Z - 122 - CDFA Alternative Manure Mgt Tec	0.00	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL	**0.00**	**145,112.44**	**21,499.04**	**34,653.16**	**47,843.29**	**249,107.93**

CLERK'S CERTIFICATE

I, Ann Cassidy, Clerk of the Governing Board of the Gold Ridge Resource Conservation District of the County of Sonoma, State of California, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a special/regular meeting of the Governing Board of said District, regularly held at the regular meeting place thereof, on July 19, 2018 of which meeting all the members of said Governing Board had due notice.

I further certify that said resolution has not been amended, modified, or rescinded since the date of its adoption and the same is now in full force and effect.

ATTEST: This 19th day of July 2018.

Ann Cassidy

Clerk of the Governing Board of the Gold Ridge Resource Conservation District,
County of Sonoma, State of California

COUNTY TREASURER'S AUTHORIZATION
(Per County of Sonoma Resolution 91-0271)

The attached request for borrowing complies with the requirements of Article XVI, Section 6, of the State Constitution and with Resolution 91-0271 of the County of Sonoma.

Approved By:

_____
Eric Roeser
Auditor-Controller/Treasurer-Tax Collector
County of Sonoma

Date: _____

Amount to be collected on Property Tax Bill _____

Amount requested _____

Percent of Property Tax Bill Requested _____
(Not to exceed 85% of outstanding Grant Revenues)

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 16
(This Section for use by Clerk of the Board Only.)

To:	The Board of Supervisors of Sonoma County
Board Agenda Date:	August 14, 2018
Vote Requirement:	Majority
Department or Agency Name(s):	Auditor-Controller-Treasurer-Tax Collector (ACTTC)
Staff Name and Phone Number:	Jonathan Kadlec 565-6124
Supervisorial District(s):	
Title:	2018 Defaulted Property Tax Sale

Recommended Actions:

Approve a resolution of the Sonoma County Board of Supervisors authorizing the ACTTC to conduct the sale of tax defaulted property at either a public auction on or after October 26, 2018 or a sealed bid sale on or after November 7, 2018.

Executive Summary:

In accordance with Revenue and Taxation Code Sections 3691 through 3694 and 3706, the Auditor-Controller Treasurer-Tax Collector (ACTTC) is required to sell at Public Auction properties that are delinquent five years or more on their secured property taxes. The ACTTC is expecting to auction approximately 32 properties this year, of which 16 are improved properties and 16 are unimproved (See Attachment 1 – Public Auction Parcels).

Additionally, the ACTTC is conducting a Sealed Bid sale of tax defaulted property. In accordance with Revenue and Taxation Code Section 3691, 3692, 3694, 3695 and 3706, the ACTTC is required to sell by Sealed Bid, those Tax Defaulted properties that are delinquent five years or more on their secured property tax and of limited value to the general public. Approval of the sale and fixing of the date, time and place must be authorized by the Board of Supervisors and the State Controller's office. The ACTTC is expecting to offer 62 parcels which are all believed to be unimproved (See Attachment 2 – Sealed Bid Parcels).

The Sealed Bid sale differs from the Public Auction sale because the Assessor has deemed these parcels as unusable by their size, location, or other conditions and the parcels can only be offered to eligible bidders.

Discussion:

In accordance with Revenue and Taxation Code Sections 3691 through 3694 and 3706, the Auditor-Controller Treasurer-Tax Collector (ACTTC) is required to sell at Public Auction properties that are

delinquent five years or more on their secured property taxes. The ACTTC is expecting to offer at Public Auction approximately 32 properties this year, of which 16 are improved properties and 16 are unimproved.

Additionally, the ACTTC is conducting a Sealed Bid sale of tax defaulted property. In accordance with Revenue and Taxation Code Section 3691, 3692, 3694, 3695 and 3706, the ACTTC is required to sell by Sealed Bid, those Tax Defaulted properties that are delinquent five years or more on their secured property tax and of limited value to the general public. Approval of the sale and fixing of the date, time and place must be authorized by the Board of Supervisors and the State Controller's office.

The Sealed Bid sale differs from the Public Auction sale because the Assessor has deemed these parcels as unusable by their size, location, or other conditions and the parcels can only be offered to eligible bidders.

For the Public Auction, assessees may avoid the sale of the tax defaulted properties by paying the full amount due and thereby redeeming the property. All redemption payments must by physically received in the office of the ACTTC before the close of business on the last business day before the date of commencement of the sale (Revenue and Taxation Code Section 3707 (b)). Upon receipt of a timely redemption, the property will be withdrawn from the sale. Notice will be given to all parties of interest and a sale list will be published in accordance with Section 3702 of the Revenue and Taxation Code.

Efforts made to inform property owners of delinquent property taxes and the potential auction of the property at tax sale include numerous written notifications to the assessee, publications in the local Press Democrat newspaper, certified notifications to the assesse and, in accordance with Revenue and Taxation Code Section 3704.7(a), a personal visit is made to the property to speak with the owner/occupant of the property. At this personal visit, the owner/occupant is given information regarding their right to redeem the property up to the close of business of the last business day prior to the sale, and their right to claim excess proceeds if the property is sold. If no person is located at the property, the notice is posted at the property and photographic evidence of delivery is obtained.

Approval of the sale must be provided by the Board of Supervisors under Revenue and Taxation Code Section 3694. Attachment 1 to this item provides a description of each property to be sold and the minimum price at which each property is proposed to be sold, as required by Revenue and Taxation Code Section 3698. The Board's approval will commence the process of Public Notification and establish the redemption dates for the current or last assessee of a property. The internet sale is set for on or after October 26, 2018

For the Sealed Bid sale, this approval will commence the process of Public Notification and will establish redemption dates for the current or last assessee. Notice will be given to all in accordance with Section 3702 of the California Revenue and Taxation Code.

The Sealed Bid minimum bids are set at a level to help maximize the success of the sale of the parcels. Parcels offered at Sealed Bid are typically unbuildable, low value parcels and it is in the best interest of the County to sell them at a price low enough to remove them from the delinquent tax roll. Many of the parcels had previously been over valued creating an artificially high base tax amount or have other

direct charges which may not be applicable. The minimum bids are below what is needed to fully pay the delinquent taxes and will result in a tax loss. Pursuant to California Revenue & Taxation Code Section 4703, the Tax Loss Reserve Fund (TLRF) is a mandated fund required to maintain a balance of 1% of ad valorem taxes (Teetered taxes) levied on the current tax roll and is held in trust for any potential tax losses resulting from Public Auction or Sealed bid sales. In the event of a tax loss, the TLRF is then used pay off the remaining balance of previously Teetered taxes after tax-defaulted sale proceeds are posted. Assuming that all the parcels sell at the listed minimum bids (see Attachment 2), the TLRF would be required to pay approximately $108,000 toward the defaulted tax amounts not captured by the sale of these parcels. If any of the parcels sell for more than the minimum amount shown, it will reduce the potential need for a TLRF contribution.

Pursuant to Revenue & Taxation Code Section 3691 properties eligible for either the public auction or the sealed bid sale may not include any property that was damaged by a State or Federally declared disaster. None of the properties listed were damaged by the October 2017 fires

Prior Board Actions:

8-16-16 Board approved Resolution authorizing sale of Tax Defaulted Property
7-29-14 Board approved Resolution authorizing sale of Tax Defaulted Property
6-12-12 Board approved Resolution authorizing sale of Tax Defaulted Property
6-8-10 Board approved Resolution authorizing sale of Tax Defaulted Property

Strategic Plan Alignment	Goal 2: Economic and Environmental Stewardship

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

The Tax Loss Reserve Fund is a mandated trust fund required to maintain a balance of 1% of all taxes and assessments levied on the tax roll (with some minor exceptions). Because this is a trust fund it is not a budgeted item and therefore there will be no budget impact.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

1. Attachment 1: Public Auction Parcels
2. Attachment 2: Sealed Bid sale parcel listing
3. Board Resolution

Related Items "On File" with the Clerk of the Board:

Attachment 1 Public Auction Parcels

Fee Parcel	TRA	Situs	City	Unincorp	Min Bid
046-580-019-000	008-010	113 FLAMINGO RD	COTATI		$ 17,250
007-690-011-000	003-060	709 JUDITH CT	PETALUMA		$ 1,950
008-162-008-000	003-000	105 POST ST	PETALUMA		$ 42,300
137-470-042-000	003-030	648 CASELLA WAY	PETALUMA		$ 36,100
036-061-045-000	004-091	2093 GUERNEVILLE RD	SANTA ROSA		$ 11,550
153-590-014-000	004-009	0 NONE	SANTA ROSA		$ 2,700
180-520-042-000	004-002	1625 FRANKLIN AVE	SANTA ROSA		$ 19,350
180-680-001-000	004-001	1102 NORTH ST	SANTA ROSA		$ 32,900
018-482-002-000	006-000	677 ANDRIEUX ST	SONOMA		$ 8,100
066-081-083-000	009-017	328 WINDSOR RIVER RD	WINDSOR		$ 4,150
028-130-009-000	148-002	3157 CALISTOGA RD		UNINCORP SANTA ROSA	$ 36,900
030-070-003-000	148-000	0 WILDWOOD MOUNTAIN RD		UNINCORP SANTA ROSA	$ 22,600
036-036-006-000	064-001	2112 MARSH RD		UNINCORP SANTA ROSA	$ 5,000
044-162-010-000	058-001	1718 MORAGA DR		UNINCORP SANTA ROSA	$ 28,250
050-091-002-000	115-003	0 NONE		UNINCORP KENWOOD	$ 2,150
061-100-029-000	155-014	9700 MILL STATION RD		UNINCORP SEBASTOPOL	$ 22,750
070-262-013-000	093-043	14788 CANYON 4 RD		UNINCORP GUERNEVILLE	$ 9,750
070-291-012-000	093-043	NONE			$ 4,400
071-230-047-000	093-049	17632 NEELEY RD		UNINCORP GUERNEVILLE	$ 13,750
072-031-039-000	093-048	15550 MONTE ROSA AVE		UNINCORP GUERNEVILLE	$ 17,300
072-180-026-000	093-021	17565 DUNCAN RD		UNINCORP GUERNEVILLE	$ 10,000
072-350-062-000	093-048	15922 FERN WAY		UNINCORP GUERNEVILLE	$ 17,000
076-060-041-000	159-002	7740 NORA AVE		UNINCORP SEBASTOPOL	$ 23,150
079-220-011-000	179-049	9334 CHALK HILL RD		UNINCORP HEALDSBURG	$ 76,600
081-162-004-000	082-028	11550 SUMMERHOME PARK RD		UNINCORP FORESTVILLE	$ 2,600
082-180-026-000	082-028	10509 WOODSIDE DR		UNINCORP FORESTVILLE	$ 8,600
094-250-004-000	156-050	19648 REDWOOD DR		UNINCORP COUNTY	$ 9,800
095-092-023-000	156-054	21566 STARRETT HILL DR		UNINCORP COUNTY	$ 3,000
095-134-015-000	156-054	9029 MIDDLE WY		UNINCORP COUNTY	$ 3,100
122-150-036-000	100-003	37151 ANNAPOLIS RD		UNINCORP ANNAPOLIS	$ 2,500
130-175-073-000	130-001	8511 SONOMA AVE		UNINCORP GRATON	$ 65,100
156-100-024-000	100-004	37098 ALBATROSS REACH		UNINCORP SEA RANCH	$ 17,000

Attachment 2 Sealed Bid Sale

Fee Parcel	City	Unincorp	Min Bid
004-450-077-000	SEBASTOPOL		$ 63.00
017-040-058-000	PETALUMA		$ 1.00
070-070-014-000		GUERNEVILLE	$ 2,000.00
070-070-051-000		GUERNEVILLE	$ 2,000.00
070-070-052-000		GUERNEVILLE	$ 1,900.00
070-070-053-000		GUERNEVILLE	$ 100.00
070-070-054-000		GUERNEVILLE	$ 100.00
070-070-055-000		GUERNEVILLE	$ 3,800.00
070-100-001-000		GUERNEVILLE	$ 100.00
070-220-039-000		GUERNEVILLE	$ 500.00
070-230-088-000		GUERNEVILLE	$ 100.00
070-262-068-000		GUERNEVILLE	$ 100.00
070-262-069-000		GUERNEVILLE	$ 100.00
070-293-045-000		GUERNEVILLE	$ 100.00
070-320-004-000		GUERNEVILLE	$ 100.00
070-320-005-000		GUERNEVILLE	$ 100.00
072-100-063-000		UN	$ 400.00
072-110-004-000		GUERNEVILLE	$ 200.00
072-110-014-000		GUERNEVILLE	$ 100.00
072-110-015-000		GUERNEVILLE	$ 100.00
072-310-008-000		UN	$ 100.00
072-340-015-000		UN	$ 370.00
072-350-012-000		UN	$ 50.00
075-090-006-000		CAMP MEEKER	$ 1.00
075-145-012-000		UN	$ 300.00
075-145-013-000		CAMP MEEKER	$ 300.00
081-120-027-000		FORESTVILLE	$ 600.00
081-120-031-000		FORESTVILLE	$ 200.00
081-140-018-000		FORESTVILLE	$ 100.00
081-150-063-000		FORESTVILLE	$ 100.00
081-162-045-000		FORESTVILLE	$ 300.00
081-250-042-000		FORESTVILLE	$ 1,800.00
082-111-029-000		FORESTVILLE	$ 100.00
082-191-029-000		UN	$ 100.00
082-280-050-000		UN	$ 550.00
082-280-056-000		FORESTVILLE	$ 550.00
082-280-057-000		FORESTVILLE	$ 100.00
085-132-001-000		GUERNEVILLE	$ 100.00
085-132-005-000		GUERNEVILLE	$ 800.00
085-132-006-000		GUERNEVILLE	$ 100.00
087-181-001-000		UN	$ 300.00
087-191-004-000		UN	$ 450.00
087-191-006-000		UN	$ 450.00
087-191-028-000		UN	$ 300.00
087-191-029-000		UN	$ 300.00
087-211-012-000		UN	$ 150.00
094-032-004-000		UN	$ 1.00
094-032-031-000		UN	$ 1.00
094-032-032-000		UN	$ 1.00
094-051-009-000		UN	$ 1.00
094-053-008-000		UN	$ 1.00
095-032-010-000		UN	$ 1.00
095-033-003-000		UN	$ 1.00
095-084-015-000		UN	$ 1.00
095-111-016-000		UN	$ 1.00
095-133-004-000		UN	$ 1.00
095-135-002-000		UN	$ 1.00
095-135-017-000		MONTE RIO	$ 1.00
095-153-005-000		UN	$ 1.00
095-154-029-000		UN	$ 1.00
109-430-003-000		UN	$ 1.00
144-700-039-000	COTATI		$ 1.00

$ 20,488.00

County of Sonoma
State of California

Item Number: _____

Date: August 14, 2018 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Sale Of Tax Defaulted Property At Public Auction On Or After October 26, 2018 And Also Authorizing The Sale Of Tax Defaulted Property By Sealed Bid On Or After November 7, 2018 Pursuant To Chapter 7 Of Part 6 Of Division 1 Of The California Revenue And Taxation Code.

Whereas, the County Auditor-Controller Treasurer-Tax Collector has requested approval to sell Tax Defaulted property which is subject to the power of sale at either a public auction or a sealed bid sale; and

Whereas, under Revenue and Taxation Code Section 3694, the Board of Supervisors of the County of Sonoma must approve the sale of Tax Defaulted property;

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma, State of California, hereby grants approval for the Auditor-Controller Treasurer-Tax Collector to sell at Public Auction on or after October 26, 2018 properties that are Tax Defaulted 5 or more years and are subject to the Tax Collector power to sell, in accordance with provisions of Chapter 7, of Part 6, of Division 1, of the California Revenue and Taxation Code, and also approves a sealed bid sale on or after November 7, 2018.

Supervisors:

Gorin: Rabbitt: Zane: Gore: Hopkins:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 17
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors
Board Agenda Date:	August 14, 2018
Vote Requirement:	Majority
Department or Agency Name(s):	Board of Supervisors
Staff Name and Phone Number:	Supervisor Gore, 565-2241
Supervisorial District(s):	Fourth
Title:	Disbursement of Fiscal Year 2018-2019 Fourth District Community Investment Fund Grant Awards

Recommended Actions:

Approve Community Investment Fund grant awards and Authorize the County Administrator, or designee, to execute an agreement with the following non-profit entities for advertising and economic development efforts for FY 2018-2019: Cloverdale Arts Alliance –Friday Night Live on the Plaza, $2,000; Cloverdale Performing Arts-2018/2019 Season, $5,000; Courtney's Pumpkin Patch- 2018 Pumpkin Patch, $1,500; Kiwanis Club of Cloverdale-Oktoberfest, $750; Russian River Keeper- 32nd Annual Russian River Watershed Clean up, $1,000; Windsor Educational Foundation-Scarecrow Days on the Green, $1,500.

Executive Summary:

Community Non-Profit Grants for Local Events, Organizations, and Economic Development Grants of the Community Investment Fund Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor's discretion. The Fourth District has reviewed the applications and wishes to recommend the following FY 2018-2019 grant awards:

1.) Cloverdale Arts Alliance for advertising and promotion of Friday Night Live on the Plaza; grant award of $2,000.
2.) Cloverdale Performing Arts for advertising and promotion of the 2017/2018 Season; grant award of $5,000.
3.) Courtney's Pumpkin Patch for the advertising and promotion of the pumpkin patch; grant award of $1,500.
4.) Kiwanis Club of Cloverdale for the advertising and promotion of Oktoberfest, $750.
5.) Russian River Keeper for the advertising and promotion of the 32nd Annual Russian River Watershed Clean up, $1,000.
6.) Windsor Educational Foundation for the advertising and promotion of Scarecrow Days on the Green, $1,500.

Discussion:

The Sonoma County Community Investment Fund grant program utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development, and community engagement through a variety of grant award and funding avenues. The program provides various grants to community non-profits for advertising and economic development events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally, the program provides grants to promote agricultural promotion as well as address impacts on safety due to tourism. The program provides funding to the Regional Parks Department as well as the Economic Development Department and a number of other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.

The Community Investment Fund Policy is divided into different categories. The Board established the Local Events, Organizations, and Economic Development category to assist small cultural, artistic, and countywide events and organizations as well as events occurring during the off peak tourism season (November 15 through April 15) with funding for advertising and economic development efforts that promote Sonoma County and encourage visitors to frequent the county throughout the entire year. Funding for these events and organizations is provided at the discretion of each Supervisorial District based on an overall allocation of $250,000 divided equally across each district. Events and organizations make requests throughout the year to the Supervisorial District in which their event/organization exists.

Funds will be distributed upon approval of these awards by the Board of Supervisors and execution of the Community Investment Fund grant agreement (contract) by the entity. The contracts will be executed by the County Administrator, or designee. The contracts will require the County seal on promotional materials produced using the grant award and will require submission to the County Administrator's Office of advertising and promotional activity receipts up to the total amount of the grant award.

Activities performed utilizing Community Investment Program grants provided to non-profits will be consistent with Government Code Section 26277.

Prior Board Actions:

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Grant funds allow non-profit partners to advertise and grow local events and encourage tourism thereby promoting economic development and growth.

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	11,750		
Additional Appropriation Requested			
Total Expenditures	**11,750**		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	11,750		
Use of Fund Balance			
Contingencies			
Total Sources	**11,750**		

Narrative Explanation of Fiscal Impacts:

Funds are included in the FY 2018-2019 budget.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

None.

Related Items "On File" with the Clerk of the Board:

Community Investment Fund Policy

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 18
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors
Board Agenda Date:	August 14, 2018
Vote Requirement:	Majority
Department or Agency Name(s):	Board of Supervisors
Staff Name and Phone Number:	Darin Bartow, 565-2241
Supervisorial District(s):	Countywide
Title:	Approve the Minutes of the meetings July 10, 24 and 31, 2018.

Recommended Actions:

Approve the Minutes of the meetings July 10, 24 and 31, 2018.

Executive Summary:

Approve the minutes of the meetings July 10, 24 and 31, 2018.

Discussion:

None

Prior Board Actions:

September 19, 2017; February 6, 2018; May 22, 2018; August 7, 2018

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Minutes of Meetings July 10, 24 and 31, 2018.

Related Items "On File" with the Clerk of the Board:

ACTION SUMMARY
BOARD OF SUPERVISORS
SONOMA COUNTY
575 ADMINISTRATION DRIVE, ROOM 102A
SANTA ROSA, CA 95403

TUESDAY **JULY 10, 2018** **8:30 A.M.**

Susan Gorin	First District	Sheryl Bratton	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
James Gore	Fourth District		
Lynda Hopkins	Fifth District		

8:37 A.M. CALL TO ORDER

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA (Items may be added or withdrawn from the agenda consistent with State law)

Board Action: The agenda was approved.
UNANIMOUS VOTE

II. CONSENT CALENDAR

HUMAN RESOURCES
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT/

SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)
AND
COMMUNITY DEVELOPMENT COMMISSION
(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)

1. Amendments to the Salary Resolution 95-0926: Adopt a Concurrent Resolution amending compensation and benefits provided under Salary Resolution Number 95-0926 for respective employees.

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0260

2. Miscellaneous Classification, Compensation, and Allocation Changes:

A) Adopt a Concurrent Resolution amending the Memorandum of Understanding between the County and SEIU – Local 1021, Salary Table Scales, Social Services Non-Supervisory – 0025, to establish the new classification and salary of Home Care Support Assistant, effective July 10, 2018.

B) Adopt a Concurrent Resolution amending the Allocation Table of the Human Services Department to add 2.0 full-time equivalent Home Care Support Assistant allocations, and to delete 2.0 full-time equivalent Public Health Aide II allocations; and the Sonoma County Water Agency to add 1.0 full-time equivalent Receptionist allocation and to delete 1.0 full-time equivalent Office Assistant II allocation, effective July 10, 2018.

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0261 and 18-0262

3. Memorandum of Understanding extension between the County of Sonoma and Service Employees International Union, Local 1021: Adopt a Concurrent Resolution approving a one-year extension to the Memorandum of Understanding (MOU) between the County of Sonoma and Service Employees International Union Local 1021 (SEIU) for the period of March 1, 2018 through February 28, 2019.

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0263

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

4. Acquisition of Fee Title to the Wendle Property for Public Recreation: Adopt a resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District to:

A) Authorize up to $1,645,000 and escrow costs for the acquisition of the Wendle property;

B) Determine that the acquisition is consistent with the District's Expenditure Plan;

C) Make certain determinations pursuant to the California Environmental Quality Act;

D) Authorize all other actions to complete this transaction. (4/5th Vote Required)(First District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0282

5. Engineering and Design Services for Warm Springs Dam Hydropower Retrofit Project:

A) Authorize Water Agency's General Manager to execute an agreement with Integrated Engineers & Contractor Corporation for Engineering and Design Services for Warm Springs Dam Hydropower Retrofit Project through December 31, 2019, in the amount of $644,484.

B) Authorize the Water Agency's General Manager to amend the agreement provided amendments do not cumulatively increase the total cost to the Water Agency by more than 10 percent, while retaining authorities under Resolution 04-0547, and do not substantially change the scope of work.

Board action: Approved as Recommended
UNANIMOUS VOTE

SONOMA COUNTY WATER AGENCY

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

6. Post-Sonoma and Mendocino Counties Fire-related Research Regarding Water Quality:

A) Authorize Water Agency's General Manager to execute the First Amended Strategic Partnerships Projects Agreement with The Regents of the University of California, Lawrence Berkeley National Laboratory, expanding the scope of work to provide post-Sonoma and Mendocino counties fire-related research, for a new not-to-exceed agreement total of $175,000 and no change to end date of December 31, 2019.

B) Authorize Water Agency's General Manager to execute Amendment No. 1 to the Joint Funding Agreement for Spatial and Temporal Removal of Pathogens and Indicator Organisms within the Riverbank Filtration System with U.S. Geological Survey, Department of the Interior, for Mirabel and Wohler water quality investigation increasing the

amount by $320,045, expanding the scope of work to include post-Sonoma and Mendocino counties fire-related research and extending the term by two years, for a new not-to-exceed agreement total of $499,545 and end date of September 30, 2020.

Board action: Approved as Recommended
UNANIMOUS VOTE

7. Summary Vacation of Stony Point – Ludwig Roads Area Drainage Ditch Easement:

A) Adopt a resolution determining that vacating a drainage easement granted to the Sonoma County Flood Control and Water Conservation District in 1957, located in the City of Santa Rosa on Assessor's Parcel Number 134-052-043 will not have a significant adverse effect on the environment; and

B) Authorize the summary vacation of a drainage easement that is not required for purposes of the Sonoma County Water Agency and has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation. (Fifth District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0264

COMMUNITY DEVELOPMENT COMMISSION

(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)

8. LeSar Development Consultants Strategic Planning Services: Authorize the Executive Director of the Community Development Commission (Commission) to execute a professional service agreement with LeSar Development Consultants (Consultants) to provide strategic planning and operational development services through June 30, 2019 for an amount not to exceed $111,190.

Board action: Approved as Recommended
UNANIMOUS VOTE

9. Designation of Signatories for the Conduct of Banking Business: Adopt a resolution of the Sonoma County Community Development Commission to change designated signatories for the conduct of the Commission's banking business.

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0265

BOARD OF SUPERVISORS

10. Board of Supervisors Accept 2017-2018 Civil Grand Jury Report: Accept the 2017-2018 Civil Grand Jury Final Report and direct staff to prepare responses to the report findings and recommendations.

Board action: Approved as Recommended
UNANIMOUS VOTE

COUNTY ADMINISTRATOR/ FIRE AND EMERGENCY SERVICES

11. Extend Proclamation of Local Emergency Due to Sonoma Complex Fire: Adopt a Resolution Extending the Proclamation of Local Emergency Issued on October 9, 2017, for another 30 Days Due to Damage Arising from the Complex Fire. (4/5th Vote Required)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0266

COUNTY ADMINISTRATOR

12. Office of Recovery and Resiliency Update: Receive update from the Office of Recovery and Resiliency on the status of recovery operations, planning, seeking of funding opportunities and status of recovery plan.

Board action: Approved as Recommended
UNANIMOUS VOTE

13. Disaster Recovery Consulting Services Agreement:

A) Authorize the County Administrator to execute the Agreement for Consulting Services with Horne, LLP for as-needed disaster recovery consulting services and grants management support for Federal disaster funding in an amount estimated to not exceed $2,996,124 for a term of three years commencing on the Effective Date, with the option for two 1-year extensions.

B) Authorize the County Administrator, or designee(s), to issue and execute Task Orders pursuant to the Agreement, up to total amounts not to exceed those specified in the Agreement.

Board action: Approved as Recommended
UNANIMOUS VOTE

COUNTY COUNSEL

14. Conflict of Interest Code for Petaluma Valley, Sonoma Valley and Santa Rosa Plain Groundwater Sustainability Agencies: Adopt resolutions approving conflict of interest codes for the Petaluma Valley, Sonoma Valley and Santa Rosa Plain Groundwater Sustainability Agencies as already approved by their respective boards.

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0267, 18-0268 and 18-0269

ECONOMIC DEVELOPMENT BOARD

15. Sonoma County Economic Development Board's Strategic Sonoma Action Plan: Accept the Strategic Sonoma economic action plan.

Item 15 was pulled to the Regular Calendar.

9:29 A.M.

Presenters:
Ben Stone, Economic Development Coordinator, Economic Development Board

9:44 A.M. Public Comment Opened

Public Speakers:
Gerry Le Londe Berg
Carol Taylor

9:48 A.M. Public Comment Closed

Board action: Approved as Recommended with the provision that the action plan will be brought back before the Board in six months for updates.
UNANIMOUS VOTE

GENERAL SERVICES/HEALTH SERVICES

16. Lease Expansion for the Department of Health Services Mobile Support Team at 16390 Main Street, Suite G, Guerneville: Authorize the General Services Director to execute a lease amendment with Kirk Veale d/b/a Veale Investment Properties (Landlord), in order to expand the leased premises at 16390 Main Street, Guerneville, by 170 sq.

ft. (from 1,748 sq. ft. to a total of 1,918 sq. ft. of office space), with the total monthly rent increased from $3,836 to $4,286 per month. (2nd Action)

Board action: Approved as Recommended
UNANIMOUS VOTE

GENERAL SERVICES/SHERIFF'S OFFICE

17. Sonoma Raceway Radio Communications Site Lease, Sears Point, Hwy 37/121: Authorize the Clerk of the Board to publish a Notice of Intent to authorize the General Services Director to execute a lease with Speedway Sonoma, LLC, (Landlord) for premises located at 29355 Arnold Drive, Sonoma, CA 95476 (also known as Sears Point at the intersection of Hwy 37 and 121) (Assessor's Parcel No. 068-150-056). The initial term of the Lease will be ten (10) years, with four (4) additional five (5) year extensions. In lieu of monetary rent owed by the County, County shall provide landlord with use of the new improvements County will construct on the lease premises. (Second District)

Board action: Approved as Recommended
UNANIMOUS VOTE

GENERAL SERVICES

18. Board of Supervisors/County Administrator's Office Security Upgrades:

A) Approve proposed Board of Supervisors chambers and Board of Supervisors/ County Administrator offices security measures to improve staff and citizens' safety.

B) Adopt FY 2018-19 Budgetary Adjustment Resolution transferring available appropriations between Capital Projects to finance the new Administration Building Security Measures improvement project estimated to cost approximately $267,000.

(4/5th Vote Required)

Board action: Denied.
AYES: Zane, Hopkins, Gore
NOES: Gorin, Rabbitt

HEALTH SERVICES

19. Behavioral Health Services Agreements:

A) Authorize the Director of Health Services to execute agreements for mental health and substance use disorder services for the term July 1, 2018 through June 30, 2019 for a total not to exceed amount of $37,577,964.

B) Authorize the Director of Health Services to execute support services agreements for behavioral health services for the term July 1, 2018 through June 30, 2019 for a total not to exceed amount of $3,714,257.

Board action: Approved as Recommended
UNANIMOUS VOTE

20. Tobacco Retailer Licensing Ordinance: Adopt an ordinance amending Chapter 32A of the Sonoma County Code to make necessary administrative clean-up clarifications regarding pricing related to packages of cigars and little cigars. (Ready for Adoption)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Ordinance 6234

HUMAN SERVICES

21. Human Services Department Approval of New Positions and Funding from California Office of Emergency Services (CalOES):

A) Adopt a position resolution to approve the addition of one time-limited Administrative Aide position and one time-limited Senior Eligibility Specialist position.

B) Adopt a budget resolution authorizing adjustments the Human Services Department's FY 2018-19 budget to add costs for two new positions and program new funding from CalOES for training and enhancements at Redwood Children's Center. (4/5th Vote Required)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0270

PERMIT AND RESOURCE MANAGEMENT

22. Issue a roiling permit (Ordinance No. 3836R) to Prunuske Chatham Inc.; ROI18-0005: Adopt a resolution issuing a roiling permit (Ordinance No. 3836R) to Prunuske Chatham Inc. for installation of water diversion system in an unnamed stream to replace a failing culvert for the access driveway for 1200 to 1300 Furlong Road. (4/5th Vote Required)(Fifth District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0271

23. Grant Deed of Agricultural Easement and Covenant Farm Family Housing: Garry S. Mahrt, ZPE18-0055: Authorize the Chair of the Board of Supervisors to execute a Deed and Covenant to allow one detached farm family dwelling unit on the property located at 4045 Middle Two Rock Road, Petaluma, APN 022-200-044. (Second District)

Board action: Approved as Recommended
UNANIMOUS VOTE

SHERIFF'S OFFICE

24. Agreement for Supplemental Law Enforcement Services with Bohemian Grove: Authorize the Sheriff to execute the Supplemental Law Enforcement Services Agreement with Bohemian Grove for its 2018 Encampment event from July 11, 2018 through July 29, 2018 for revenue in the amount of $149,545 to ensure the safety of Sonoma County citizens and visitors of the Russian River vicinity. (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

TRANSPORTATION AND PUBLIC WORKS

25. 2017-18 Pavement Preservation Program: Approve the Plans and Specifications for the 2018 Asphaltic Emulsion Seal Coat Project and award the contract to Telfer Pavement Technologies in an amount not to exceed $651,339 plus a 5% contingency, which will address 31 miles of County roadway. (First, Second, Fourth and Fifth Districts)

Board action: Approved as Recommended
UNANIMOUS VOTE

26. Drake Haglan and Associates Second Amendment: Authorize the Chair to execute the Second Amendment to the agreement with Drake Haglan and Associates to supplement design and survey services for the Wohler Road Bridge Seismic Retrofit Project, increasing the contract value by $145,533.10, for a total amount not to exceed $969,877.10 and extending the term through December 31, 2021. (Fourth District)

Board action: Approved as Recommended
UNANIMOUS VOTE

27. Cotati Road Yard Septic System Project: Resolution Authorizing And Directing the Director of Transportation and Public Works to complete all actions necessary to voluntary merge parcels 046-211-026 and 046-510-001 in order to facilitate the replacement of a Septic System at the County's Cotati Road Yard. Authority granted includes filing required requests and supporting documentation to the planning director in accordance with Sonoma County Code section 25-13.9. (Second District) (Second District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0272

28. Agreement with Valley of the Moon Water District for the Boyes Boulevard Bridge Replacement project: Authorize the Chair to sign the Agreement with the Valley of the Moon Water District, in which the County of Sonoma will receive the amount of $253,200, for water system improvements and water facility adjustments on Boyes Boulevard from Riverside Drive to Mulberry Avenue for the Boyes Boulevard Bridge Replacement project (C01147). (First District)

Board action: Approved as Recommended
UNANIMOUS VOTE

29. Donation of Sonoma County Waste Management Agency's 1998 Chevy Venture Minivan to A Matter of Trust's Sonoma Food Runners Program: Adopt a resolution approving the donation of the County's 1998 Chevy Venture Minivan to A Matter of Trust, a non-profit organization, for the Sonoma Food Runners program.

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0273

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

(Gold resolutions are presented in the afternoon session at 1:30 P.M.)

30. Adopt a Gold Resolution commending Reno Franklin for his work during his tenure as Chairman of the Kashia Band of Pomo Indians. (Countywide)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0274

PRESENTATION ON A DIFFERENT DATE

31. Adopt a Gold Resolution congratulating Alfred John Guglielmetti on the occasion of his 100th birthday. (Second District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0275

32. Approve Gold Resolution Recognizing Valerie Quinto's Ten Years of Service to the Sonoma Resource Conservation District and the County of Sonoma. (Fourth District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0276

33. Adopt a Gold Resolution congratulating Wanda Tapia-Thomsen on her retirement. (Fourth District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0277

34. Adopt a Gold Resolution honoring Jeff Bodwin for his commitment to Andy's Unity Park Community Garden. (Fifth District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0278

35. Adopt a Gold Resolution honoring Jonathan Bravo and LandPaths for exceptional Community Engagement. (Fifth District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0279

36. Adopt a Gold Resolution honoring the community spirit and activism of the Moorland Community. (Fifth District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0280

37. Adopt a Gold Resolution proclaiming the week of July 15 to July 21, 2018, as Pretrial, Probation, and Parole Supervision Week in Sonoma County. (Probation)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0281

APPOINTMENTS/REAPPOINTMENTS

38. Approve the reappointment of Richard Retecki to the Regional Parks Foundation for a term beginning April 8, 2018 and ending April 8, 2020. (Third District)

Board action: Approved as Recommended
UNANIMOUS VOTE

39. Approve the appointment of Dianna MacDonald to the Commission on the Status of Women beginning July 10, 2018 and expiring July 31, 2020. (Fourth District)

Board action: Approved as Recommended
UNANIMOUS VOTE

40. Approve the reappointment of Timothy Preston (At Large) and Brian Molsberry (Mark West Chamber) to the Mark West Citizens Advisory Council for a two year term beginning January 1, 2018 until December 31, 2020. (Fourth District)

Board action: Approved as Recommended
UNANIMOUS VOTE

41. Amend Roni Berg's term to the Mark West Citizens Advisory Council from July 31, 2018 through December 31, 2018 in order to fulfill the term requirements of the Fulton Class A original appointment. (Fourth District)

Board action: Approved as Recommended
UNANIMOUS VOTE

42. Approve the reappointment of Alain Serkissian to the Advisory Council to Area Agency on Aging, Sonoma County for a 2 year term beginning on June 1, 2018 and ending on June 1, 2020. (Fifth District)

Board action: Approved as Recommended
UNANIMOUS VOTE

43. Approve reappointment of Pam Stafford for a two year term to the Parks and Recreation Advisory Commission beginning on September 22, 2017 and ending September 22, 2019. (Third District)

Board action: Approved as Recommended
UNANIMOUS VOTE

44. Approve the appointment of Deanna Shaat to the Advisory Council to the Area Agency on Aging serving a two year term beginning July 10, 2018 and expiring July 10, 2020.

9:26 A.M. Public Comment Opened

Public Speakers:
Sam Bayliss

9:26 A.M. Public Comment Closed

Board action: Approved as Recommended
UNANIMOUS VOTE

III. 10:00 A.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS (Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Each person is usually granted time to speak at the discretion of the Chair. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.)

10:00 A.M. Public Comment Opened

Public Speakers:
Thomas Cooper
Michelle Miller
Mary Miller
Roseanne Snyder
James Savage
Richard Hannon
Rachel Bell
John Jenkel
Bob Williamson
Bruce Pearson

10:23 A.M. Public Comment Closed

IV. REGULAR CALENDAR

COUNTY ADMINISTRATOR/REGIONAL PARKS

45. 8:30 A.M. - Parks Sales Tax Measure: Receive report from staff on Proposed November 2018 Parks Sales Tax Ballot Measure and,

A) Receive report from staff on Proposed November 2018 Parks Sales Tax Ballot Measure and,

B) Adopt a resolution introducing proposed ordinance imposing a 1/8 cent transactions and use tax in Sonoma County for Regional Parks and City Parks and waiving further reading.

C) Conduct a public hearing to consider whether to adopt an ordinance imposing a special transactions and use tax (sales tax) on Sonoma County to provide additional funding for Regional Parks and City Parks. The ordinance, if adopted, will be placed on the ballot at the November 6, 2018 election, and will become effective if it is approved by two-thirds (2/3) of the voters voting on the measure.

10:24 A.M.

Presenters:
Bert Whittaker, Director, Regional Parks

11:00 A.M. Public Hearing Opened

Public Speakers:
Caryl Hart
Vincent Hogland
Kevin McDonnell
Maxine Spellman
Dave Kohler
Melissa Kelly
Peter Cohen
Daisy Misti-Lions
Michael Murphy
Thomas Ells
Kevin McDonald

11:24 A.M. Public Comment Closed

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by resolution 18-0283

COUNTY ADMINISTRATOR
AND
COMMUNITY DEVELOPMENT COMMISSION
(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)

46. Housing Recovery Ballot Measure: Receive an update on the viability of a housing recovery sales tax ballot measure in unincorporated Sonoma County.

11:39 A.M.

Presenters:
Margaret Van Vliet, Executive Director, Community Development Commission

11:56 A.M. Public Comment Opened

Public Speakers:
Thomas Ells

12:02 P.M. Public Comment Closed

Board action: Approved as Recommended
UNANIMOUS VOTE

COMMUNITY DEVELOPMENT COMMISSION
(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)

Homeless Services and Housing Updates and Action Items:

47. 2018 Homeless Count Report and the Aftermath of the 2017 Fire Disaster:

A) Receive a report on the 2018 Sonoma County Homeless Point-in-Time Census and Survey, including a first-time survey of unstably housed people throughout Sonoma County. This report provides a summary of the impact to date of the 2017 Sonoma Complex Fires on homelessness in Sonoma County, as well as an indication of possible impacts in the next few years.

B) Adopt a resolution declaring a Homeless State of Emergency in Sonoma County.

12:03 P.M.

Presenters:
Margaret Van Vliet, Executive Director, Community Development Commission
Geoffrey Ross, Assistant Executive Director, Community Development Commission
Jenny Abramson, Homeless Service Manager, Community Development Commission
Michael Gause, Continuum of Care, Community Development Commission

12:47 P.M. Public Comment Opened

Public Speakers:
Tim Gega
Briana Pawka
Adrienne Lanby
Steve Dunright
Adrienne Lauby
Kathy King
Judith Walsh
Jenna
Anita LaFollete
Thomas Ells
Katrina Thurman
Carol Taylor

1:12 P.M. Public Comment Closed

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0284

48. Continuum of Care 2017 Awards for the Homeless System of Care:

A) Approve the Commission's acceptance of $1,887,983 in nine U.S. Department of Housing and Urban Development (HUD) Continuum of Care 2016 awards, to continue and expand services, and to support the infrastructure of the homeless system of care.

B) Authorize the Executive Director of the Community Development Commission (Commission) to execute initial and renewal contracts with HUD for the above services, each for a one-year period beginning in calendar year 2018 and ending in calendar year 2019.

1:15 P.M.

Presenters:
Margaret Van Vliet, Executive Director, Community Development Commission
Geoffrey Ross, Assistant Executive Director, Community Development Commission
Jenny Abramson, Homeless Service Manager, Community Development Commission
Michael Gause, Continuum of Care, Community Development Commission

1:16 P.M. Public Comment Opened

Public Speakers:
Gregory Fearson

1:26 P.M. Public Comment Closed

Board action: Approved as Recommended
UNANIMOUS VOTE

49. Funding awards for FY 2018-19 for Community Development Block Grant, HOME Investment Partnerships, State and Local Emergency Solutions Grant, Community Services Fund, Low/Moderate-Income Housing Asset Fund, Winter Shelter funds, and funding for Samuel L. Jones Homeless Shelter and Rapid Rehousing Programs:

A) Approve the One Year Action Plan for FY 2018-19 that contains recommendations for funding community development, housing and homelessness projects through the U.S. Department of Housing and Urban Development; and approve recommended funding awards for the Community Services Fund, Low- and Moderate-Income Housing Asset Fund, State of California Emergency Solutions Grant funds, as detailed in the attached Supplemental Page.

B) Authorize the Executive Director to execute a contract with the City of Santa Rosa to provide $165,000 in previously budgeted Transient Occupancy Tax (TOT) for funding operations at the Samuel L. Jones Hall Homeless Shelter and to provide $90,000 in previously allocated Reinvestment & Revitalization (R&R) funds for rapid re-housing to expedite placements in permanent housing for program participants.

C) Authorize the Executive Director or As sistant Executive Director to execute forms, certifications, agreements, and otherwise act to award and distribute the funds, as detailed in the attached Supplemental Page.

D) Approve the allocation of $30,000 of the First District's Fiscal Year 2017-18 Tourism Impact Funds from the Community Investment Fund for Sonoma Overnight Support, and Authorize the County Administrator to execute contracts with the Community Development Commission.

1:15 P.M.

Presenters:
Margaret Van Vliet, Executive Director, Community Development Commission
Geoffrey Ross, Assistant Executive Director, Community Development Commission
Jenny Abramson, Homeless Service Manager, Community Development Commission
Michael Gause, Continuum of Care, Community Development Commission

1:16 P.M. Public Comment Opened

Public Speakers:
Victoria Yanez
Caroline Deattie
Thomas Ells

1:26 P.M. Public Comment Closed

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0288

50. Housing Authority Program Updates: Approve amendments to the Housing Authority Administrative Plan.

Board Action: Approved as Recommended
UNANIMOUS VOTE

1:15 P.M.

Presenters:
Margaret Van Vliet, Executive Director, Community Development Commission

Geoffrey Ross, Assistant Executive Director, Community Development Commission
Jenny Abramson, Homeless Service Manager, Community Development Commission
Michael Gause, Continuum of Care, Community Development Commission

1:16 P.M. Public Comment Opened

Public Speakers:
Gregory Fearson

1:26 P.M. Public Comment Closed

Board action: Approved as Recommended
UNANIMOUS VOTE

BOARD OF SUPERVISORS

51. Fee Waiver: Approve a Permit and Resource Management Department Fee Waiver in the amount of $632.00 for the Kenwood July 4th Hometown Parade. (First District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

52. Fee Waiver: Approve a Permit and Resource Management Department fee waiver in the amount of $847.00 for the Penngrove Social Fireman 4th of July Parade to be held on July 1, 2018. (Second District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

53. Fee Waiver: Approve a Permit and Resource Management Department Fee Waiver in the amount of $1,079.00 for the Russian River Car Show on August 25th, 2018. (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

54. Fee Waiver: Approve waiver of health inspection fees in the amount of $6,202.00 for 8 facilities throughout Sonoma County for the Council on Aging's Congregate Dining Sites and Adult Day Programs where meals are served to seniors throughout Sonoma County. (All Districts)

Board Action: Approved as Recommended
UNANIMOUS VOTE

V. PUBLIC COMMENT ON CLOSED SESSION ITEMS

1:49 P.M. Public Comment Opened

Public Speakers:
Steve Morrow
Yvonne Rauhauser
Grace
Judy Bell
Howard Tong
Michelle Tremelle

2:09 P.M. Public Comment Closed

VI. CLOSED SESSION CALENDAR

3:20 P.M.

County Counsel Bruce Goldstein reported on Closed Session Items 55 through 61.

55. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Marqus Martinez and Daniel Banks v. County of Sonoma, et al.-United States District Court – Northern District of California – Case No. 3:15-cv-04574 (Government Code Section 54956.9(d)(1).)

The Board of Supervisors approved the settlement of the case subject to completion of the settlement agreement documents in a form acceptable to counsel, with direction to the Risk Manager to effectuate the settlement. The settlement amount is $1.7 million dollars and resolves the case as to all Defendants without an admission of liability.
UNANIMOUS VOTE

56. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Gabriel Reyes vs. County of Sonoma Workers' Compensation Appeals Board No. ADJ5592183 (Government Code Section 54956.9(d)(1).)

The Board approved the settlement of Gabriel Reyes' workers' compensation claim by way of Compromise and Release for $56,200 new money to settle out future medical costs, less payments made to date. Direction was also given to the Risk Manager to execute all documents necessary to effectuate the settlement.
UNANIMOUS VOTE

57. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Estate of Glenn Swindell et al., v. County of Sonoma, United States District Court Case No. 15-CV-897-SC (Government Code Section 54956.9(d)(1).)

The Board of Supervisors approved the settlement of the case subject to final court approval with direction to the Risk Manager to effectuate the settlement. The settlement amount is $1.9 million dollars and resolves the case as to all Defendants without an admission of liability.
UNANIMOUS VOTE

58. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Dane Zeen v. County of Sonoma, et al.; USDC Case No. 3:17-cv-02056 (Government Code Section 54956.9(d)(1).)

No reportable action. Direction was given to counsel and staff.

59. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiators – Negotiator for the County: Caroline Judy, Director, General Services Department; Negotiator for the Potential Tenant: Lawrance Florin, Chief Executive Officer, Burbank Housing. Under Negotiation: Terms and conditions of possible lease of County-owned property at Aston and Hendley Streets, Santa Rosa, CA. (Government Code Section 54956.8.)

No reportable action. Direction was given to property negotiators and counsel.

60. The Board of Supervisors and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Potential initiation of litigation pursuant to Government Code section 54956.9 (d)(2), (d)(4) (1 matter—3115 Porter Creek Road, Santa Rosa, California [Safari West], Owners—Peter & Nancy Lang).

This item was continued until July 24, 2018.

61. The Board of Supervisors, the Board of Directors of the Water Agency, the Board Commissioners of the Community Development Commission, and the Board of Directors of The Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiators: Christina Cramer/Carol Allen, County of Sonoma, and Rick Bolanos/Heather Coffman, Liebert Cassidy & Whitmore. Employee Organizations: All. Unrepresented employees: All, including retired employees. (Government Code section 54957.6).

No reportable action. Direction was given to labor negotiators.

VII. REGULAR AFTERNOON CALENDAR

PERMIT AND RESOURCE MANAGEMENT/
REGIONAL PARKS/ FIRE AND EMERGENCY SERVICES

62. 3:23 P.M. - Administrative Citation Program Ordinance with Minor Amendments to Chapter 1: Conduct a public hearing and adopt a Resolution introducing, reading the title of, and waiving further reading of a proposed Ordinance amending Chapter 1 of the Sonoma County Code by adding Section 1-7.6 to provide for an Administrative Citation Program and making other minor amendments.

3:23 P.M. Deputy County Counsel Jennifer Klein replaced County Counsel Bruce Goldstein.

3:23 P.M.

Presenters:
Tennis Wick, Director, Permit and Resource Management Department
Tyra Harrington, Code Enforcement Manager, Permit and Resource Management Department
Jim Colangelo, Interim Director, Fire and Emergency Services;
David Robinson, Park Manager, Regional Parks Director

3:48 P.M. Public Comment Opened

Public Speakers:
None

3:48 P.M. Public Comment Closed

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0285 and Ordinance 6235

63. 3:50 P.M. - Pets Lifeline Animal Shelter Expansion; PLP17-0005: Approve a Resolution granting the requested General Plan Amendment and Use Permit; and Adopt an Ordinance approving the Zone Change for Pets Lifeline on a 0.61 acre site located at 19686 8th Street East, Sonoma. APN 127-302-016. (First District)

3:50 P.M.

Presenters:
Tennis Wick, Director, Permit and Resource Management Department
Jennifer Barrett, Deputy Director, Permit and Resource Management Department
Scott Orr, Deputy Director, Permit and Resource Management Department

4:04 P.M. Public Comment Opened

Public Speakers:
None

4:04 P.M. Public Comment Closed

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0286

64. 4:05 P.M. - Appeal of Use Permit Denial for a 2,200 square foot commercial cannabis nursery, UPC17-0023: Adopt a Resolution denying an appeal of a Board of Zoning Adjustment's Use Permit denial, denying a Use Permit for a 2,200 square foot commercial cannabis mixed light nursery within an existing 23,040 square foot greenhouse on a 5.87-acre site at 5000 Lakeville Highway, and finding that the Proposed Project is exempt from the California Environmental Quality Act pursuant to Section 15270(a) of the CEQA Guidelines. (Second District)

4:05 P.M.

Presenters:
Tennis Wick, Director, Permit and Resource Management Department;
Jennifer Barrett, Deputy Director, Permit and Resource Management Department;
Crystal Acker, Planner III, Permit and Resource Management Department

4:12 P.M. Public Comment Opened

Public Speakers:
Peg Vaughn
Kristen Decker
Wong

4:18 P.M. Public Comment Closed
Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 18-0287

65. RECONVENE FROM CLOSED SESSION

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

66. REPORT ON CLOSED SESSION

County Counsel Bruce Goldstein reported on Closed Session Items 55 through 61.

PERMIT AND RESOURCE MANAGEMENT

VIII. BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS

Supervisor Gore attended a meeting in San Diego with Supervisor Hopkins on lessons learned with San Diego Gas and Electric. He attended a North County Resiliency Network meeting.

Supervisor Rabbitt attended an Association of Bay Area Government (ABAG) meeting. He attended a Golden Bridge Transportation District meeting. He attended a Sonoma Valley Groundwater Sustainability Agency meeting and an ABAG Metropolitan Transportation Committee (MTC) Highway 37 meeting.

Supervisor Zane attended a Safety Net Services Partner meeting on June 18, 2018. She attended a Sonoma Marin Rail Transportation ad hoc meeting discussing the future of transit oriented housing. She attended a Regional Climate Protection Authority (RCPA) and a Sonoma County Transportation Authority (SCTA) meeting.

4:37 P.M. Supervisor Gore exited the meeting.

Supervisor Gorin visited Animal Care and Control to pass out challenge coins. She attended a Sonoma County Waste Management meeting discussing organic compost. She attended a SCTA meeting.

Supervisor Hopkins attended a Forestry tour of the north coast forests with Supervisor Gore. She attended a First 5 Commission meeting. She attended a meeting with Albert Strauss and Supervisor Rabbitt discussing rural revitalization and coastal issues.

67. Permit and Resource Management Department: Review and possible action on the following:
Acts and Determinations of Planning Commission/Board of Zoning Adjustments
Acts and Determinations of Project Review and Advisory Committee
Acts and Determinations of Design Review Committee
Acts and Determinations of Landmarks Commission
Administrative Determinations of the Director of Permit and Resource Management

(All materials related to these actions and determinations can be reviewed at: http://www.sonoma-county.org/prmd/b-c/index.htm)

Board Action: The Board accepted the Acts and Determinations.
AYES: Gorin, Rabbitt, Zane, Hopkins
ABSENT: Gore

68. ADJOURNMENT

4:47 P.M. The Board adjourned the meeting in the memory of Timothy Gillaspie, Chris Nunez and Miriam Luczon.

The meeting was adjourned to July 24, 2018 at 8:30 A.M.

Respectfully submitted,

Kay Lowtrip,
Chief Deputy Clerk of the Board

NOTE: The next Regular meeting will be held on July 24, 2018, at 8:30 a.m.

Upcoming Hearings (All dates are tentative until each agenda is finalized)

ACTION SUMMARY
BOARD OF SUPERVISORS
SONOMA COUNTY
575 ADMINISTRATION DRIVE, ROOM 102A
SANTA ROSA, CA 95403

TUESDAY **JULY 24, 2018** **8:30 A.M.**

Susan Gorin	First District	Sheryl Bratton	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
James Gore	Fourth District		
Lynda Hopkins	Fifth District		

8:31 A.M. CALL TO ORDER

Supervisors Present: David Rabbitt, Shirlee Zane, Lynda Hopkins

Supervisors Absent: Susan Gorin, James Gore

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA (Items may be added or withdrawn from the agenda consistent with State law)

There was an agenda addendum adding item 28A to the closed session calendar:
28A. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiators – Negotiator for the County: Caroline Judy, Director, General Services Department; Negotiator for the Potential Tenant: Lawrance Florin, Chief Executive Officer, Burbank Housing. Under Negotiation: Terms and conditions of possible lease of County-owned property at Aston and Hendley Streets, Santa Rosa, CA. (Government Code Section 54956.8.)

There was a late change made to the resolution attached to item 16, and that hard copies are available on the table at the back of the chambers.

Board Action: Approved as Amended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore

II. CONSENT CALENDAR

SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)
AND
SOUTH PARK COUNTY SANITATION DISTRICT
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

1. South Park County Sanitation District Collection System Replacement East Robles Avenue, Brooks Avenue, and Delores Lane - Contract Award:

A) Adopt and approve the Project Manual and Drawings entitled "South Park County Sanitation District Collection System Replacement East Robles Avenue, Brooks Avenue, and Delores Lane."

B) Authorize the General Manager of the Water Agency acting on behalf of South Park County Sanitation District (District) to sign Document 00650 (Agreement and Release of Any and All Claims), with County Counsel review, if any unresolved claims are listed by the contractor.

C) Award the contract to Argonaut Constructors, for the amount of $1,344,125, and authorize the Chair of the Board to execute the contract.

D) Delegate to the General Manager of the Water Agency or his designee the authority to approve design changes to the Project as may be necessary or appropriate in connection with change orders within the General Manager's authority pursuant to Resolution No. 04-0547. (Third District)

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore

SONOMA COUNTY WATER AGENCY

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

2. Montgomery Drive Storage Building at Sonoma Booster Station Facility – Rejection of Bids: Reject all bids received for the Montgomery Drive Storage Building Project at Sonoma Booster Station Facility.

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore

3. Remote Website Hosting: Authorize Water Agency's General Manager to execute an agreement with Intelligent Technology Solutions, LLC for remote website hosting and related services for IBM Maximo Asset Management software through August 15, 2020 in the amount of $282,000.

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore

AUDITOR- CONTROLLER-TREASURER-TAX COLLECTOR

4. Internal Audit of the Sonoma County Economic Development Board and Sonoma County Economic Development Board Foundation: Review and accept the Sonoma County Economic Development Board and Sonoma County Economic Development Foundation Internal Audit Report for the period July 1, 2015 through June 30, 2017.

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore

CLERK-RECORDER-ASSESSOR

5. Consolidated Primary Election Official Canvass: Approve Resolution adopting the Official Canvass of the Vote for the June 5, 2018, Consolidated Primary Election.

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore
Approved by Resolution 18-0289

DISTRICT ATTORNEY'S OFFICE

6. District Attorney Victim Claims: Resolution authorizing the District Attorney to sign an Agreement between the California Victim Compensation Board and the County of Sonoma to continue the Sonoma Victim Compensation unit for the term of July 1, 2018 through June 30, 2021, in the amount of $1,047,084.

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore
Approved by Resolution 18-0290

FIRE AND EMERGENCY SERVICES

7. Fire Protection Services Agreement with the City of Healdsburg for County Service Area #40 Dry Creek-Sotoyome and County Service Area #40 Fitch Mountain: Authorize the Chair to enter into an agreement with the City of Healdsburg for the City to provide fire protection services to County Service Area #40 Dry Creek-Sotoyome ($119,532 a year), and County Service Area #40 Fitch Mountain ($41,697 a year) from July 1, 2018, through June 30, 2019, for an amount not-to-exceed $161,229. (Fourth and Fifth Districts)

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore

8. Agreement with the Sonoma County Junior College District for Volunteer Firefighter Skills Training Services: Authorize the Interim Director of Fire and Emergency Services to enter into an agreement with the Sonoma County Junior College District to provide Volunteer Fire Skills training services for CSA #40 Volunteer Firefighter Academy trainees from September 1, 2018 through March 23, 2019 for an amount not-to-exceed $9,873.

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore

HEALTH SERVICES

9. Medi-Cal Managed Care Capitation Rate Increase Intergovernmental Transfer:

A) Authorize the Director of Health Services to execute an Intergovernmental Transfer Agreement with the California Department of Health Care Services to transfer $4,255,540 ($3,546,283 fiscal year 2017-2018 transfer amount and $709,257 assessment fee) from the Sonoma County Department of Health Services to the California Department of Health Care Services to facilitate the County's receipt of approximately $2,624,249 in net revenue through an agreement with Partnership HealthPlan of California to support behavioral health services with a term of July 1, 2017 through December 31, 2020.

B) Authorize the Director of Health Services to execute the eighth amendment to the Partnership HealthPlan of California Health Plan Provider Agreement to provide an Intergovernmental Transfer payment of approximately $6,879,789 for fiscal year 2017-2018 to the Sonoma County Department of Health Services, resulting in the receipt of approximately $2,624,249 in net revenue to support behavioral health services with a term of July 1, 2017 through June 30, 2020.

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore

PERMIT AND RESOURCE MANAGEMENT/ REGIONAL PARKS/ FIRE AND EMERGENCY SERVICES

10. Administrative Citation Program Ordinance with Minor Amendments to Chapter 1:

A) Adopt an Ordinance amending Chapter 1 of the Sonoma County Code by adding Section 1-7.6 to provide for an Administrative Citation Program and making other minor amendments. (Second Reading – Ready for Adoption)

B) Adopt a Resolution authorizing the Permit and Resource Management Department, Sonoma County Regional Parks, and the Fire and Emergency Services Department to implement an Administrative Citation Program.

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore
Approved by Ordinance 6236 and Resolution 18-0291

REGIONAL PARKS

11. District Matching Grant Program application for Cooper Creek Addition to Taylor Mountain Regional Park and Open Space Preserve: Adopt resolution authorizing the Director of Regional Parks to apply for the Agricultural Preservation and Open Space District's Matching Grant Program in the amount of $740,000 for Cooper Creek Addition to Taylor Mountain Regional Park and Open Space Preserve acquisition project and authorizing the Director of Regional Parks to execute all documents which may be necessary to carry out and administer this grant. (Third District)

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore
Approved by Resolution 18-0292

SHERIFF'S OFFICE

12. Agreement for Supplemental Law Enforcement Services with Sonoma Raceway: Authorize the Sheriff to execute the Supplemental Law Enforcement Services Agreement with Sonoma Raceway for its National Hot Rod Association (NHRA) races from July 26, 2018 through July 29, 2018 for revenue in the amount of $109,241 to ensure the safety of Sonoma County citizens during a major outdoor event. (Second District)

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore

TRANSPORTATION AND PUBLIC WORKS

13. LSA Associates, Inc. Amendment to Agreement for Mitigation Compliance Services: Approve and authorize the Chair to execute an amendment to a Professional Services Agreement (PSA) with LSA Associates, Inc. The amendment will extend the term of the agreement from July 1st, 2018 through December 31st, 2020, for a cost not to exceed $193,558.

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore

14. 2018 Pavement Preservation Program - Full-Depth Reclamation and Overlays, C18004 for 9.10 miles of resurfacing: A) Approve the plans and specifications for the 2018 Pavement Preservation Program - Full-Depth Reclamation and Overlays project, C18004. B) Award contract to low bidder, Ghilotti Construction Company, in the amount of $4,465,131.17 including 10% for construction contingency and authorize the Chair to execute construction contract C18004.

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore

15. State Match Agreement 2018-19: Adopt a resolution authorizing the Chair to execute State Match Program Agreement X18-5920(162) for advancement of up to $100,000 in Streets and Highways Code Section 182.9 State Highway Account funds to be used as match for federally funded projects for the 2018-19 fiscal year. (First District)

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore
Approved by Resolution 18-0293

16. Wohler Road at Mark West Creek Bridge Replacement Project: Adopt a Resolution authorizing the Chair to execute a Right of Way Contract to acquire two (2) portions of land, one (1) temporary construction easement, and one (1) temporary construction access easement, from Silverado Sonoma Vineyards, LLC, for total compensation of $111,260.00, and subject to other terms and conditions as stated in the negotiated Right of Way Contract, to acquire property rights and allowances needed for the Wohler Road at Mark West Creek Bridge Replacement Project. (Fourth and Fifth Districts)

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore
Approved by Resolution 18-0294

APPOINTMENTS/REAPPOINTMENTS

17. Approve the reappointment of Sonoma County Tourism Board member Jennifer Buffo for a two year term beginning July 1, 2018 and ending June 30, 2020. (Second District)

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore

18. Approve the appointment of Tom Bahning for a three year term to the Sonoma County Transportation Authority Citizens Advisory Committee beginning on July 24, 2018 and ending July 24, 2021. (Third District)

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

(Gold resolutions are being presented at 9:00 A.M.)

19. Adopt a Gold Resolution Recognizing Patrick J. Rutten's 34 Years of Service to the National Atmospheric and Oceanic Administration and to the North Coast Community. (Countywide and Sonoma County Water Agency)

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore
Approved by Resolution 18-0295

20. Adopt a Gold Resolution encouraging the construction of homes meeting voluntary visitability standards, which assists occupants to age in place. (Second District)

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore
Approved by Resolution 18-0296

PRESENTATION ON A DIFFERENT DATE

21. Adopt a Gold Resolution Congratulating Chief of Police Bret Sackett on His Retirement from the City of Sonoma Police Department on July 16, 2018. (First District)

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore
Approved by Resolution 18-0297

8:44 A.M. Public Comment Opened

Public Speakers:
None

8:44 A.M. Public Comment Closed

III. 8:45 A.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS (Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Each person is usually granted time to speak at the discretion of the Chair. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.)

8:45 A.M. Public Comment Opened

Public Speakers:
Rachael Ziert
Brantley Richardson

8:50 A.M. Public Comment Closed

IV. 8:50 A.M. - PRESENTATIONS/GOLD RESOLUTIONS

V. REGULAR CALENDAR

TRANSPORTATION AND PUBLIC WORKS

22. Establish Passenger Loading Zone Restrictions on Bower Street (#79027) at Oak Grove Elementary School - First Read: A) Adopt an Ordinance amending Sonoma County Ordinance No. 2300 to establish passenger loading zone restrictions on the north side of Bower Street (#79027) in Graton from Postmile 10.071 to Postmile 10.09 from 7:00 a.m. to 5:00 p.m. on weekdays. B) Adopt a resolution introducing, reading the title and waiving the reading of such Ordinance. (Fifth District)

9:14 A.M.

Presenters:
Johannes Hoevertsz, Director, Transportation and Public Works

9:14 A.M. Public Comment Opened

Public Speakers:
None

9:14 A.M. Public Comment Closed

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore
Approved by Resolution 18-0298

COUNTY ADMINISTRATOR

23. Office of Recovery and Resiliency Update:

A) Receive update from the Office of Recovery and Resiliency on the status of recovery operations, planning, seeking of funding opportunities and status of recovery plan.

B) Receive an update from Cal OES on the debris removal progress.

9:55 A.M. This item was heard out of order.

Presenters:
Michael Gossman, Deputy County Administrator
Eric Lamoureux, Acting Deputy Director, Response and Recovery Directorate

10:42 A.M. Public Comment Opened

Public Speakers:
Karen Erickson
Thomas Ells

10:48 A.M. Public Comment Closed

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore

BOARD OF SUPERVISORS

24. Fee Waiver: Approve a fee waiver in the amount of $1,069.00 for permit and health fees for Petaluma People Services Center for the Senior Nutrition program services program- Congregate Meals (Senior Café) and Home-delivered Meals (Meals on Wheels). (Second District)

9:15 A.M. This item was heard out of order.

9:15 A.M. Public Comment Opened

Public Speakers:
None

9:15 A.M. Public Comment Closed

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore

25. Fee Waiver: Approve Fee Waiver of $1503 for the Bodega Volunteer Fire Department's Big Event to be held on August 19, 2018. (Fifth District)

9:15 A.M. This item was heard out of order.

9:15 A.M. Public Comment Opened

Public Speakers:
None

9:15 A.M. Public Comment Closed

Board action: Approved as Recommended
AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore

26. Fee Waiver: Approve the fee waiver of Sonoma Veterans Building rental fees for the Blood Centers of the Pacific bi-monthly community blood drives in the amount of $3302.50 (First District)

9:16 A.M. This item was heard out of order.

9:18 A.M. Public Comment Opened

Public Speakers:
None

9:18 A.M. Public Comment Closed

AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore

VI. PUBLIC COMMENT ON CLOSED SESSION ITEMS

10:56 A.M. Public Comment Opened

Public Speakers:
None

10:56 A.M. Public Comment Closed

VII. CLOSED SESSION CALENDAR

10:56 A.M. The Board recessed to Closed Session.

12:04 P.M. The Board reconvened from Closed Session.

12:04 P.M. County Counsel Bruce Goldstein reported on Closed Session Items 27 through 28A.

27. The Board of Supervisors and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Potential initiation of litigation pursuant to Government Code section 54956.9 (d)(2), (d)(4) (1 matter—3115 Porter Creek Road, Santa Rosa, California [Safari West], Owners—Peter & Nancy Lang).

This item was withdrawn.

28. The Board of Supervisors, the Board of Directors of the Water Agency, the Board Commissioners of the Community Development Commission, and the Board of Directors of The Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiators: Christina Cramer/Carol Allen, County of Sonoma, and Rick Bolanos/Heather Coffman, Liebert Cassidy & Whitmore. Employee Organizations: All. Unrepresented employees: All, including retired employees. (Government Code section 54957.6).

No reportable action. Direction was given to labor negotiators.

28A. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiators – Negotiator for the County: Caroline Judy, Director, General Services Department; Negotiator for the Potential Tenant: Lawrance Florin, Chief Executive Officer, Burbank Housing. Under Negotiation: Terms and conditions of possible lease of County-owned property at Aston and Hendley Streets, Santa Rosa, CA. (Government Code Section 54956.8.)

No reportable action. Direction was given to property negotiators.

VIII. BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS

Supervisor Zane attended a meeting with the Public Utilities Commission (PUC). She attended the opening of the Committee on Shelterless (COTS) service center.

Supervisor Hopkins attended a Homeless Ad Hoc meeting discussing homelessness countywide. She held a Resiliency and Recovery Community meeting.

Supervisor Rabbitt attended a National Association of Counties meeting in Nashville Tennessee. He attended a series of Association of Bay Area Governments (ABAG) meetings and a Sonoma Marin Area Rail Transit (SMART) meeting.

29. RECONVENE FROM CLOSED SESSION

Supervisors Present: David Rabbitt, Shirlee Zane, Lynda Hopkins

Supervisors Absent: Susan Gorin and James Gore

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

30. REPORT ON CLOSED SESSION

12:04 P.M. County Counsel Bruce Goldstein reported on Closed Session Items 27 through 28A.

31. Permit and Resource Management Department: Review and possible action on the following: Acts and Determinations of Planning Commission/Board of Zoning Adjustments Acts and Determinations of Project Review and Advisory Committee Acts and Determinations of Design Review Committee Acts and Determinations of Landmarks Commission Administrative Determinations of the Director of Permit and Resource Management (All materials related to these actions and determinations can be reviewed at: http://www.sonoma-county.org/prmd/b-c/index.htm)

12:08 P.M.

Board Action: The Board accepted the Acts and Determinations.

AYES: Rabbitt, Zane, Hopkins
ABSENT: Gorin, Gore

32. ADJOURNMENT

12:08 P.M. The Board adjourned the meeting in the memory of Michael McGuire, Helen Millerick Larson, and Bill Heigh.

The meeting was adjourned to Special Closed Session on July 31, 2018 at 11:00 A.M.

Respectfully submitted,

Kay Lowtrip,
Chief Deputy Clerk of the Board

NOTE: The next Regular meeting will be held on August 7, 2018, at 8:30 a.m.

Upcoming Hearings (All dates are tentative until each agenda is finalized)
August 7, 2018 – PRMD - ORD18-0003 Cannabis Ordinance Amendments August 14, 2018 – PRMD - UPE14-0008 Ramey Winery Appeal August 14, 2018 – PRMD - UPE15-0115 Appeal, Freestone Cheese Shop

ACTION SUMMARY
COUNTY OF SONOMA
BOARD OF SUPERVISORS
TUESDAY, JULY 31, 2018

Supervisors Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Sheryl Bratton, County Administrator
Bruce Goldstein, County Counsel

11:03 A.M. CALL TO ORDER

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore

Supervisors Absent: Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA

11:03 A.M.

Board Action: Approved as Amended
The Board took Item III and IV before Item II.
AYES: Gorin, Rabbitt, Zane, Gore
ABSENT: Hopkins

II. BOARD MEMBER ANNOUNCEMENTS

11:32 A.M. This item was taken out of order.

Supervisor Gorin attended the National Association of Counties (NaCo) annual conference where she serves on the Environment, Energy, and Land Use Committee. She held a forum on the fire discussing the emergency alert system and prevention.

Supervisor Zane attended the "Stationary Source" meeting for the Bay Area Air Quality Management District meeting discussing the complaint processes in the district. She hosted a retreat with the Sonoma County Water Agency discussing resilient communities.

Supervisor Rabbitt held a District 2 Recovery and Resiliency Plan Community meeting. He attended Golden Gate Bridge Transportation District Board meetings discussing paint and the suicide deterrent. He attended the CASA steering committee meeting discussing housing, rent stabilization, and gouging.

III. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA

(Government Code Section 54954.3(a))

This item was taken out of order.

11:04 A.M. Public Comment Opened.

Public Speakers:
Michelle Miller
Mary Morrison
Roseanne Snyder
James Savage
Maria DeVoe
Rachel Bell
Richard Hannon
John Jenkel
Charlotte Fess
Chris Dunid

Todd Hart

11:28 A.M. Public Comment Closed

IV. PUBLIC COMMENT ON CLOSED SESSION ITEMS

This item was taken out of order.

11:29 A.M. Public Comment Opened

Public Speakers:
None

11:29 A.M. Public Comment Closed

V. CLOSED SESSION CALENDAR

1:12 P.M. County Counsel Bruce Goldstein reported on Closed Session Item 1.

1. The Board of Supervisors, the Board of Directors of the Water Agency, the Board Commissioners of the Community Development Commission, and the Board of Directors of The Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiators: Christina Cramer/Carol Allen, County of Sonoma, and Rick Bolanos/Heather Coffman, Liebert Cassidy & Whitmore. Employee Organizations: All. Unrepresented employees: All, including retired employees. (Government Code section 54957.6).

   No reportable action. Direction was given to labor negotiators.

2. **RECONVENE FROM CLOSED SESSION**

   Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore

   Supervisors Absent: Lynda Hopkins

   Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

3. **REPORT ON CLOSED SESSION**

   1:12 P.M. County Counsel Bruce Goldstein reported on Closed Session Item 1.

4. **ADJOURNMENT**

   1:13 P.M. The Board adjourned.

   The meeting was adjourned to August 7, 2018 at 8:30 A.M.

   Respectfully submitted,

   Kay Lowtrip,
   Chief Deputy Clerk of the Board

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 19
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors
Board Agenda Date:	August 14, 2018
Vote Requirement:	Majority
Department or Agency Name(s):	Board of Supervisors
Staff Name and Phone Number:	Supervisor David Rabbitt (707) 565-2241
Supervisorial District(s):	Second
Title:	Original Jurisdiction for Use Permit Modification– Roblar Road Rock Quarry – UPE16-0058

Recommended Actions:

Adopt a Resolution exercising original jurisdiction over the modification of the surface mining Use Permit application for the Roblar Road Rock Quarry located at 7175 Roblar Road Petaluma; APNs 027-080-010; PRMD File No. UPE16-0058.

Executive Summary:

The Use Permit application proposes modification of a use permit for a new rock quarry at a site is located on an approximately 72-acre parcel at 7601 Roblar Road, approximately five miles west of Cotati in southern Sonoma County, California (APN 027-080-009). Additional activities associated with quarry development would occur on an approximately 127-acre parcel (APN 027-080-010) that surrounds the quarry site. The project site is bounded on the north by Roblar Road and the County-owned, closed Roblar Landfill; on the west by Roblar Road; on the south by Ranch Tributary (a tributary to Americano Creek); and on the east by privately owned land. One December 14, 2014 the Board of Superviosrs certified the Final EIR for the Roblar Road Quarry and approved a 20-year Use Permit for the project. The applicant has filed an application to modify certain conditions of that granted permit.

Supervisor Rabbitt has requested that the Board of Supervisors take original jurisdiction pursuant to sections 26A-07-015 and 26-92-155 of the County Code. The request must be considered by the full Board at a public and noticed meeting. The Sonoma County Code states that a request to exercise original jurisdiction need not state the reasons for the request.

Prior Board Actions:

12/14/10: The Board of Supervisors certified the Final EIR for the Roblar Road Quarry and approved a 20-year Use Permit for the project.
04/04/2017: The Board of Supervisors authorized the Director of the Permit and Resource Management Department (Permit Sonoma) to execute an agreement with Environmental Science Associates (ESA) for

an amount not to exceed $272,073 for preparation of a subsequent CEQA document for the Roblar Road Quarry Project.

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 16-17

Expenditures		**Funding Source(s)**	
Budgeted Amount	$		$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$ 0**	**Total Sources**	**$ 0**

Narrative Explanation of Fiscal Impacts (If Required):

This is an at-cost planning application and processing costs are paid by the applicant.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Board of Supervisors Resolution

Related Items "On File" with the Clerk of the Board:

None.

County of Sonoma
State of California

Item Number: _____

Date: August 14, 2018 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Exercising Original Jurisdiction Over the Modification of the Surface Mining Use Permit For The Construction And Operation Of The Roblar Road Rock Quarry; Located At 7175 Robalr Road Petaluma ; APNs 027-080-010; PRMD FILE No. UPE16-0058;

Whereas, the Use Permit application proposes operation of a new rock quarry at a site is located on an approximately 72-acre parcel at 7601 Roblar Road, approximately five miles west of Cotati in southern Sonoma County, California (APN 027-080-009). Additional activities associated with quarry development would occur on an approximately 127-acre parcel (APN 027-080-010) that surrounds the quarry site. The project site is bounded on the north by Roblar Road and the County-owned, closed Roblar Landfill; on the west by Roblar Road; on the south by Ranch Tributary (a tributary to Americano Creek); and on the east by privately owned land;

Whereas, on December 14, 2014 the Board of Supervisors certified the Final EIR for the Roblar Road Quarry and approved a 20-year Use Permit for the project.

Whereas, the applicant has filed an application to amend the use permit, and Supervisor Rabbitt requests for the Board to exercise original jurisdiction over the amendment application, in accordance with Sonoma County Code Sections 26-92-155 and 26A-07-015. The request must be considered by the full Board at a public and noticed meeting. The Sonoma County Code states that a request to exercise original jurisdiction need not state the reasons for the request.

Now, Therefore, Be It Resolved that the Board of Supervisors hereby exercises original jurisdiction over the amendment application, UPE 16-0058.

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 20
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 14, 2018

Vote Requirement: 4/5

Department or Agency Name(s): Clerk-Recorder-Assessor

Staff Name and Phone Number:
William F. Rousseau; (707) 565-1876

Supervisorial District(s):

Title: Modern Voting System Contract

Recommended Actions:

A. Authorize the County Clerk-Recorder-Assessor to execute an agreement with Dominion Voting Systems Inc. to provide equipment, licensing, maintenance, and support services for the Democracy Suite version 5.2 voting system for the period August 7, 2018 through June 30, 2026 in an amount not to exceed $2,300,000.
B. Adopt a Resolution adjusting the FY 2018-2019 Budget increasing appropriations to the Clerk-Recorder-Assessor Department by $500,000 in order to purchase a modern voting system and accessory equipment needed for implementation.

Executive Summary:

The Registrar of Voters Office (ROV) issued a Request for Proposals (RFP) for a Modern Voting System on March 22, 2018. The RFP solicited proposals that would provide a comprehensive solution to replace current voting systems with new hardware, software, and election support services that include polling place equipment, ballot printing equipment, ballot tabulation equipment, project implementation and election support services, and ongoing license, warranty and maintenance for the term of the contract. Three proposals were submitted; Dominion Voting Systems Inc. was selected as the most responsive, complete solution based on criteria listed in the RFP. The County Clerk-Recorder-Assessor seeks authorization to execute an agreement with Dominion Voting Systems Inc. (Attachment A) so that preparation may proceed and implementation of the new voting system may occur in 2019.

To facilitate the purchase of a modern voting system and to initiate implementation in 2019, the County Clerk-Recorder-Assessor requests a budgetary adjustment of $500,000 to the Clerk-Recorder-Assessor Department's FY 2018-2019 budget to purchase and/or lease specified hardware, software, license and warranties, project implementation services, and support services including training, election preparation, and maintenance for the term of the contract. The budgetary adjustment will be used to finance Year 1 of the contract and for expenses incurred during the transition to adapt current infrastructure, operations, and supplies to accommodate the new voting system.

Discussion:

Since 1983, Sonoma County has used Mark-A-Vote, a paper-based, optical scan voting system. In 2006, the County supplemented Mark-A-Vote with one eSlate Disabled Access Unit (DAU) in each polling place for voters with disabilities in order to comply with the federal Help America Vote Act (HAVA). Mark-A-Vote is the County's primary voting system; at 35 years old, it is antiquated, no longer manufactured, and replacement parts are almost non-existent. There is only one known qualified (and semi-retired) technician to maintain the ballot counting hardware; software is no longer supported by manufacturers, and state law prohibits any changes to the system. Because only minimal DAU equipment was purchased in 2006, the DAU cannot be used as an alternative to Mark-A-Vote. In 2017, the following circumstances underscored that the ideal timing to replace the voting system was imminent: new systems had become certified (approved) for use in California; California's legislature and Governor appeared ready to provide money to counties to modernize their voting systems; there was time for voter outreach and education before the next major election year; and escalating costs, increasing complexity of elections, and impending mandates hastened the need for technologies that would not only facilitate compliance with the law but also greatly improve efficiencies. These factors compelled the County Clerk-Recorder-Assessor/Registrar of Voters to pursue replacing the voting system in 2019.

The Voting System Replacement Project began in late 2017, and quickly focused on two priorities: issue an RFP, and educate voters about the need to replace the voting systems. In March 2018, the Registrar of Voters Office launched a new voting system webpage, circulated flyers, and released an online Voting Systems Survey to gather voter feedback on their priorities for selecting a new system. On April 12, 2018, vendors were invited to participate in "Demo Day" and demonstrate their modern voting systems to local media and community stakeholders. Attendees included County Supervisors' staff, the County Administrator, Assistant County Counsel, City Clerks, members and guests of ROV's Voter Accessibility Advisory Committee, and representatives of local political parties. Voter feedback and preferences obtained from outreach efforts were incorporated into the RFP selection process.

On March 22, 2018, the Registrar of Voters Office issued a Request for Proposals (RFP) for a Modern Voting System. Three proposals were received by the deadline, May 3, 2018. Proposals were evaluated by a panel consisting of seven (7) primary members and one (1) alternate from the Clerk-Recorder-Assessor, Auditor-Controller-Treasurer-Tax Collector, and Information Systems Departments. The evaluation panel scored proposals based on 20 criteria: demonstrated ability to perform services described; experience, qualifications, expertise; quality of work as verified by references; costs relative to scope of services; demonstrated history of providing similar services; willingness to accept the County's contract terms; and locality of proposer. Election-specific criteria included: quality; conformance and responsiveness of proposal; hardware and software design, architecture and approach; quality and breadth of an Implementation Plan; customer support, warranty and maintenance; Secretary of State certification (i.e. approved for use in California); functionality; scope of services; security; accessibility; transparency; results reports; and adaptability.

The proposal submitted by Dominion Voting Systems Inc. for the Democracy Suite version 5.2 voting system was ranked highest based on the evaluation criteria listed in the RFP. California law requires local elections officials use a voting system certified by the California Secretary of State. Democracy Suite version 5.2 meets this requirement (certified October 16, 2017) as well as the County's basic requirements to utilize a paper-based system, central count tabulation, interoperability with the current

Election Information Management System, commercial off-the-shelf hardware, multiple-language formatting, multi-layered security features, and user-friendly voting machinery. Replacing the current voting systems with Democracy Suite 5.2 allows the Registrar of Voters Office to conduct elections using the most modern, secure technologies that also streamline processes, reduce operating costs, and eliminate risks associated with the current outdated, aging voting system that can no longer be maintained or supported. Voters will realize benefits that include continued use of paper ballots (preferred by 75% of Survey respondents), faster delivery to military/overseas voters, audit trails that increase transparency and security (ranked #1 priority by Survey respondents), user-friendly (ranked #4 priority by Survey respondents), updates throughout the canvass, and faster release of final results. The County also benefits from increased automation that eliminates time- and labor-intensive manual procedures, increased efficiency, decreased extra-help and overtime costs, decreased printing costs and waste, redundancy in vendor resources and support, and flexible rental options that avoid long-term costs of ownership.

The County Clerk-Recorder-Assessor is requesting the Board of Supervisors authorize the County Clerk-Recorder-Assessor to execute an agreement with Dominion Voting Systems Inc. to provide equipment, licensing, maintenance, and support services for the Democracy Suite version 5.2 voting system for the period August 7, 2018 through June 30, 2026 in an amount not to exceed $2,300,000. As indicated in the agreement pricing summary (Attachment A, Exhibit C), the value of the 8-year contract is $2,009,779.11. The contract has two major components:

1. A Managed Services component including costs for the initial purchase of equipment, vendor implementation services, licensing, and ongoing support in the amount of $1,558,994, with a projected tax amount of $113,332 paid in yearly installments over the eight year contract, and a credit for equipment of $6,000 taken in the first year.
2. Rental charges for polling place equipment for a total amount of $318,750 and projected tax of $24,703 over the 3 year agreement, with an option to renew for an additional 2 years. The County has the option to renew the rental in Years 4-5 for an additional $106,250.00 (plus tax) per year, increasing the contract Rental total to $531,250 with total associated taxes of $41,172.

If the County exercises the option to renew the rental in Years 4-5 for an additional $106,250.00 (plus tax) per year, the potential total cost over eight (8) years will be $2,238,747.85.

The County Clerk-Recorder-Assessor is also requesting the Board of Supervisors adopt a Resolution adjusting the FY 2018-2019 budget increasing appropriations to the Clerk-Recorder-Assessor Department by $500,000 from funds previously set aside in order to acquire a modern voting system and accessory equipment needed for implementation. The budgetary adjustment will finance Year 1 of the contract ($317,525.12); the remaining funds ($182,474.88) will be used during the transition to adapt current infrastructure and operations, and purchase new supplies to accommodate the new voting system (e.g. remodel or furnish the secure ballot counting room; upgrade electrical or telecommunications capacity; purchase new polling place supplies such as ballot boxes, security locks and seals, and signage; conduct voter outreach and create educational materials).

Funds for a new voting system have been set aside by the Board as follows:

FY 14-15 Supplementals	$	500,000
FY 15-16 Supplementals		1,133,511
FY 16-17 1st Quarter Consolidated Budget Adjustments		250,000
Interest Earned		55,367
Total Contributions and Interest	$	1,938,878

To date, $170,000 of these funds have been spent on salaries and benefits for the Special Projects Director position that is overseeing the acquisition and implementation of the new system. An additional $370,000 in salaries and benefits is estimated for fiscal years 2018-2019 and 2019-2020, leaving a balance of $1,398,878 to be used to finance the contract over the eight year term. In addition to funds set aside by the Board of Supervisors, the Clerk-Recorder-Assessor department will finance the contract with anticipated revenues from state matching funds made possible by AB 1824 and appropriated in the state's FY 18-19 budget. Soon, the Secretary of State will allocate $134M to counties by a formula yet to be announced; based on prior allocation methodology, reimbursement of 50% of the yearly external costs is expected for a total of $1,004,890.

Fiscal Year	Beginning Fund Balance	Projected State AB 1824 Revenue*	Contract	Implementation Costs	Projected End of Year Fund Balance
2017-18	1,938,878			170,000	1,768,878
2018-19	1,980,115	158,763	317,525	370,000	1,451,353
2019-20	1,451,353	161,763	323,525	370,000	919,590
2020-21	919,590	161,763	323,525		757,828
2021-22	757,828	104,520	209,041		653,307
2022-23	653,307	104,520	209,041		548,787
2023-24	548,787	104,520	209,041		444,267
2024-25	444,267	104,520	209,041		339,746
2025-26	339,746	104,520	209,041		235,226

* Formula for disbursement of AB 1824 Revenues pending, projections based on past allocation methodology

The County Clerk-Recorder-Assessor will conduct voter outreach to educate voters about the new voting system; this will be part of a comprehensive Project Implementation Plan once the contract is approved. The system may be used as early as the first established Election Day in 2019 (March 5) but no later than

November 5, 2019, when ROV will conduct governing board elections. The Registrar of Voters Office intends to evaluate implementation activities prior to and after first use, and will return to the Board in 2019 to provide a status report.

Prior Board Actions:

FY 2014-2015 Supplementals – the Board set aside $500,000 for voting system replacement.
FY 2015-2016 Supplementals – the Board set aside $1,133,511 for voting system replacement.
FY 2016-2017 1st Quarter Consolidated Budget Adjustment set aside $250,000 for voting system replacement.
8-22-17 Resolution 17-0304 adding 1.0 full time Special Projects Director to oversee the acquisition and implementation of a new voting system.

Strategic Plan Alignment Goal 3: Invest in the Future

Replacing the current voting systems with Democracy Suite 5.2 allows the Registrar of Voters Office to conduct elections using the most modern, secure technologies that also streamline processes, reduce operating costs, and eliminate risks associated with the current outdated, aging voting system that can no longer be maintained or supported.

Fiscal Summary

Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses		$323,526	$323,526
Additional Appropriation Requested	$500,000		
Total Expenditures	**$500,000**	**$323,526**	**$323,526**
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance	$500,000	$323,526	$323,526
Contingencies			
Total Sources	**$500,000**	**$323,526**	**$323,526**

Narrative Explanation of Fiscal Impacts:

Additional appropriations are needed for license, support, and maintenance of the new voting system. Funds have been set aside by the Board for this purpose. The current balance in the voting system fund is $1,768,878 of which $500,000 is requested for a FY2018-2019 budget adjustment to begin Year 1 implementation. $370,000 will be used to fund salary and benefits for the Special Projects Director who is overseeing the acquisition and implementation of the new system. The balance of set aside funds ($1,398,878) will be used to cover costs over the eight (8) year term of the contract. In addition, anticipated revenues from the state will supplement the set aside funds; the Governor's budget includes

$134 million in one-to-one matching funds for counties to purchase new voting systems. The formula for how these funds will be allocated to counties should be available later this year. If the County's allocation of state matching funds is less than the projected 50% of expenses, the department will seek alternative funding sources to reduce any General Fund impact.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

1) Resolution authorizing budgetary adjustments to the FY 2018-2019 adopted budget,
2) Copy of the Agreement with Dominion Voting Systems Inc.,
3) Modern Voting System Handout.

Related Items "On File" with the Clerk of the Board:

County of Sonoma
State of California

Item Number: _____

Date: August 14, 2018 Resolution Number: _____

☑ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing A Budgetary Adjustment To The 2018-2019 Final Budget For The Clerk-Recorder-Assessor Department In The Amount Of $500,000.

Whereas, the Board of Supervisors has adopted a Final Budget for the Clerk-Recorder-Assessor Department; and

Whereas, the Government Code allows for adjustments to the Final Budget during the 2018-2019 Fiscal Year; and

Whereas, the Board of Supervisors Fiscal Year 2018-2019 Final Budget for the Clerk-Recorder-Assessor Department includes an objective to purchase or lease a new voting system; and

Whereas, the Board of Supervisors has set aside funds in an accumulated capital outlay account for the purchase or lease of a new voting system; and

Whereas, the Department released a Request for Proposals for a modernized voting system and has selected a new system from among respondents;

Now, Therefore, Be It Resolved that the County Auditor-Controller is hereby authorized and directed to make all necessary operating transfers and the following budgetary adjustments:

Financing Uses:

CLERK-RECORDER-ASSESSOR – Registrar of Voters Accumulated Capital Outlay (13030200) Transfers Out – btw Govtl Funds (57012)	$500,000
CLERK-RECORDER-ASSESSOR – Registrar of Voters (13030100) Rents and Leases – Equipment (51401)	$317,526
ISD – Improvement Projects (51905)	$15,000

Mail and Postage Supplies (52117)	$120,000
Office Supplies (52111)	$47,474

Financing Sources:

CLERK-RECORDER-ASSESSOR – Registrar of Voters (13030100)	
Transfers In – btw Govtl Funds (47102)	$500,000
CLERK-RECORDER-ASSESSOR – Registrar of Voters Accumulated Capital Outlay (13030200)	
Fund Balance	$500,000

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of August 7, 2018 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Dominion Voting Systems, Inc. (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified voting system company, experienced in the design, manufacture, installation, maintenance and support of voting systems and related services; and

WHEREAS, in the judgment of the Sonoma County Clerk-Recorder-Assessor, it is necessary and desirable to employ the services of Contractor for production, installation, maintenance and support of a voting system.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Contractor's Specified Services**.** Contractor shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without mutual agreement of County and Contractor. Notwithstanding the foregoing, County may unilaterally require the immediate removal and replacement of any Contractor personnel assigned to this Agreement in the event that County receives a complaint of misconduct by such Contractor personnel—including, but not limited to, claims of sexual harassment, hostile work environment, discrimination, threats of violence—that requires County to conduct an investigation.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the schedule set forth in Exhibit C, provided however, that total payments to Consultant shall not exceed $2,300,000.00, without the prior written approval of County.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor

agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall commence on August 7, 2018, and continue in full force and effect through and including June 30, 2026, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, to the extent any such failure or violation remains uncured thirty (30) days after Contractor was first notified in writing of such failure or violation.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Clerk-Recorder-Assessor Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend, including with counsel reasonably acceptable to County, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, damage to or destruction of property, or loss of use or reduction in value thereof, infringement of intellectual property rights, breach of confidentiality, unauthorized use or disclosure of data, breach of statutory or regulatory law, or other breach of its specifically defined obligations under this Agreement by Contractor, its employees, Contractor's subcontractors at any tier, or any other party for which Contractor is legally liable under law, arising out of, pertaining to, or relating to the negligence, recklessness or willful misconduct of Contractor, excepting only such Claims to the extent a court of competent jurisdiction determines were caused by the negligence of an Indemnified Party. Contractor shall not be liable for Claims caused by the sole negligence or willful misconduct of an Indemnified Party. Notwithstanding the foregoing, in no event shall Contractor's liability under this Section 5 exceed the total compensation that Contractor is entitled to receive under this Agreement, as specified in Section 2 herein. Contractor acknowledges that the foregoing cap on liability applies only to Contractor's out-of-pocket liability and does not limit the amount of Claims covered by the insurance maintained by Contractor pursuant to Section 6 herein. Contractor further expressly acknowledges and agrees that the foregoing cap on liability shall not apply to any Claims caused by Contractor's gross negligence or willful misconduct or to any Claims that result in bodily injury or death.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of

such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, contractor has the obligation to inform the County.

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under

state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. Ownership and use of all software, reports, ballots, data, or other documents produced pursuant to or with the software described in this Agreement shall be governed by the terms set forth in the software license attached hereto as Exhibit B.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:	Clerk-Recorder-Assessor Attn: Accounting 585 Fiscal Drive, Room 104 Santa Rosa, CA 95403
TO: CONTRACTOR:	Dominion Voting Systems, Inc. Attn: Contracts Administrator 1201 18th St., Suite 210 Denver, CO 80202

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the

recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

Dominion Voting Systems, Inc.

By:_____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By:_____
Department Head

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

By: _____
Director
Clerk-Recorder-Assessor Department

Date: _____

SONOMA COUNTY
EXHIBIT A
SCOPE OF WORK

1. Introduction

In this managed services agreement, Contractor support will be provided throughout the life of the contract. This Scope of Work ("SOW") describes activities and products related to the initial phases of the project as well as ongoing support.

2. Project Management

2.1. Phase I

"Phase I" will occur during the full system implementation of the Dominion Voting system for the first scheduled election not later than the 2019 November Election. A Dominion Project Manager will be appointed and dedicated to this project and will be on-site as needed to support the county as work-flow dictates and available commencing when the contract is signed through the completion of Phase I. Dominion's Project Manager will be responsible for arranging all meetings, visits and consultations between the Parties and for all administrative matters such as invoices, payments and amendments. The Dominion Project Manager shall have the requisite skills and experience to provide the services required for the implementation including without limitation: complete knowledge of election technology, elections support, project management, excellent verbal and written communications skills, strong organizational skills to include multi-tasking and time management skills, and ability to manage detail-oriented projects with fixed deadlines. Contractor shall make commercially reasonable efforts to provide a Project Manager familiar with the election operations of Sonoma County and the election rules and regulation of the State of California.

The Dominion Project Manager shall communicate with County as to the status of information, milestones, procedures and progress on the tasks as set out in this Agreement and to advise County forthwith upon the occurrence of any event requiring a material change in such plans, and request Customer's written consent to any such material change. In addition, the following Project management resources will be dedicated on an as need basis through Phase I.

2.1.1. Product Specialist. Shall provide technical support through Phase I. This resource is responsible for the installation, operation, repair, and maintenance of all Dominion Voting Systems hardware and software, scheduling and supervising resources for all hardware and software related matters, providing election support services and customer training, and interfacing directly with customers, co-workers and election officials.

2.1.2. Implementation Manager. Shall work with the County's elections staff, as well as County's IT staff, to install the certified EMS and adjudication

system hardware. As part of this role, the systems configuration manager will evaluate the current environment at the County and provide recommendations for any changes required for configuration.

2.1.3. Training and Documentation Manager. Will coordinate with Contractor and County project managers to develop and customize all training documentation and supervise all training related activity.

2.1.4. Election Programmers. Responsible for all aspects of election event definition, including without limitation to following components: Importing of data files into the EMS system, defining election project parameters and assigning templates, assigning tabulators (ICC, tablet, mobile ballot printing), defining ballot structures, creating proofing ballot, creating official ballots, and creating election files and the security keys for the ImageCast®.

2.1.5. Ballot Printer Certification Manager. Shall conduct activities required to qualify County's certified printer as described in section six of this SOW.

2.1.6. Other. Additional Acceptance and Readiness Testing, Pre-Logic and Accuracy, Early and Election Day Voting Personnel, and Post-Election activity (recount and canvass) as further described in this SOW.

County shall appoint a project manager ("County Project Manager"), who shall be responsible for review, analysis and acceptance of the Dominion System and the coordination of County personnel, equipment, and facilities. The County Project Manager shall be empowered to make decisions on behalf of County with respect to this SOW including the allocation of required resources. The County Project Manager shall also have direct access to the Registrar of Voters' top management at all times for purposes of problem resolution.

The County Project Manager shall have the requisite skills and experience to provide the services required for the implementation including without limitation: elections management, project management, excellent verbal and written communications skills, strong organizational skills to include multi-tasking and time management skills, and ability to manage detail-oriented projects with fixed deadlines.

Along with the County Project Manager, Dominion's Project Manager (collectively the "Project Management Team") will assist in coordinating County's work including planning, communication and direction of the systems implementation. Dominion's Project Manager shall be responsible for providing the direction, expertise and leadership for project planning of all tasks required for successful implementation of the voting systems project through a single County

Project Manager. The completion of these tasks shall be cooperatively managed by Dominion's Project Manager and County Project Manager.

County Project Manager and Dominion's Project Manager will meet weekly, and include other team members as appropriate. The meeting will be a forum to discuss and manage the project's progress, which will include tracking milestones (completed or missed), resources expended, evaluating the status of issues and identifying any actions needed to meet deadlines. The County Project Manager will document items discussed and distribute the minutes to designated team members.

Dominion's Project Manager is the key project person, identifying the level and allocation of specific resources for the Project. County reserves the right to request a change in Contractor's representation if, at County's sole discretion, assigned personnel are not adequately satisfying County requirements. Dominion's Project Manager will be the primary contact for all project change requests.

2.2. Phase II

Phase II of Project Management will continue through the remainder of the Agreement. After the completion of Phase I, a Customer Relations Manager will work directly with County (both on and off site), but will have other responsibilities outside of the Agreement. In addition, account management and technical phone support shall be available through the contract term at no additional costs.

In the event County decides it requires additional election programming, product specialist, or other support beyond what is described in phase 1 of this section and Exhibit A, County shall have the option to purchase additional services at the prices identified in Exhibit C. Contractor reserves the right to amend Exhibit C throughout the agreement term, however, any increase in pricing will be based on changes in the Consumer Price Index. Services described in Exhibit C (or modified equivalent services) shall be available throughout the Agreement term.

3. Implementation Plan and Schedule

Dominion's Project Manager and County Project Manager shall provide an Implementation Plan specifying the details for all tasks necessary to successfully complete the project, working cooperatively to set hard and soft deadlines. Each task identified will include a start and end date and the responsible parties involved. The detailed Implementation Plan will include, but will not be limited to, product delivery with implementation; Acceptance Testing Plan; System Readiness Plan; a Training Plan specifying training dates and curriculum to parties requiring training; as well as a

SONOMA COUNTY
EXHIBIT A
SCOPE OF WORK

Communication Plan. Please see a draft Implementation Plan attached hereto as Exhibit A-1.

The draft Implementation Plan developed for this Agreement represents the sample based upon initial discussions with County. Upon execution of the Agreement, the Parties shall develop an initial implementation plan including a training and delivery schedule. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.

During Phase I, the Dominion Project Manager is on-site and available to provide an immediate response to general project related inquiries. For technical matters, the following table represents the response times to be expected:

Phase	Type of Support	Initial Response	Estimation Response	Resolution
Outside an election period	On-site, telephone, and video.	Up to one business day.	Up to 2 business days	Up to 10 to 15 business days.
During creation of the election and ballots	On-site and telephone.	Up to next business day.	Up to next business day	Up to 2 business days.
From mailing of ballots to election day (45 days preceding election day)	On-site and telephone.	Up to 12 hours.	Up to next business day	Up to 2 business days.
On election day	On-site	Immediate	60 minutes	Within 1 hour.
From election day until election is certified	If required, on-site.	Up to 6 hours.	Up to next business day	Up to 1 business day.
During a recount	If required, on-site.	Up to 6 hours.	Up to next business day	Up to 1 business day.

4. System Transition Review

The initial transition meetings between Contractor and County will review current County processes and provide information to County on the overall system, related configurations, ballots, reporting, etc. Transition meetings will include, but not be limited to the following:

- Ballot Templates. Used to create specific ballot designs for different election content including headers, ballot target positioning, contest and candidate width and height, County logos, instructional information, etc.
- Reporting. Includes a full review of County's existing reporting requirements, as well as output to provide a comparison to the new system's analogous reporting functionality.

- California Use Procedures. Review of the California Use Procedures for the Dominion System including Contractor's summary documentation.
- Configurable System Settings. The Dominion system has a number of optional system settings which are prescribed in the California Use Procedures. This portion will describe each setting and the effects of the current configuration on the election.
- Ambiguous Zone Thresholds. When a ballot is fed into an ICC, a complete duplex image is created and then analyzed for tabulation by evaluating the pixel count of a voter mark. The pixel count of each mark is compared with two thresholds (which are defined in the California Use Procedures) to determine what constitutes a vote. If a mark falls above the upper threshold, it's a valid vote. If a mark falls below the lower threshold, it will not be counted as a vote. However, if a mark falls between the two thresholds, this is known as the ambiguous zone.
- Ballot Printing. Shall include a review of the requirements of ballot certification in California, provide a list of all current certified printers and discuss the importance of paper sourcing as well as other variables.
- EIMS Integration. Shall include a description of the Dominion Election Data Translator and it's compatibility with County's current DFM EIMS "Dominion" export. In addition, this discussion will include some of the items which will need to be modified as part of the import process.

5. Acceptance and Readiness Testing

Pursuant to the California Use Procedures (in effect at the time of Acceptance Testing) for the Dominion Democracy Suite® System (http://votingsystems.cdn.sos.ca.gov/dominion-voting/dem-suite-use-procedures.pdf), County is required to conduct both Acceptance Testing and System Readiness Testing. The process outlined in Chapters 3 and 4 California Use Procedures identify the tests necessary to demonstrate compliance with the requirements of the California State Voting Systems Certification and County requirements. The Parties may augment, to the extent permitted by state law, the testing procedures, but County must, at minimum, complete the steps in the California Use Procedures. In the event that there is a conflict between the proposed new testing procedures and the California Use Procedures, the California Use Procedures shall govern. In support of Acceptance and System Readiness Testing Dominion shall provide to County:

- The Acceptance Testing and System Readiness Testing election databases.
- All completed Ballot pdfs (County shall be responsible for printing ballots through their certified ballot printer).
- On-site technical support.

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- All required manuals and documentation.
- All required forms and Testing Log Sheets.

5.1. General Acceptance Testing Terms

Dominion Software or Dominion Hardware. Throughout the term of the Agreement, after delivery of Dominion Software or Dominion Hardware, County will conduct acceptance testing of such components. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than thirty (30) business days after installation.

Rejection. If defects are uncovered during testing that result in an unsuccessful test, the affected system component(s) will be rejected and County will send a notice to Contractor indicating the issues and reason for rejection. Upon receipt of notice, Contractor will have fifteen (15) business days to repair or replace the affected system component(s).

5.2. Dominion ICX BMD Acceptance Testing

Contractor shall assist County in creating an Acceptance Testing Log Sheet, to be used as a control sheet showing which ICX machines have been received, tested and accepted. This form will be completed individually for each unit, noting any physical damage, and shall contain the results of each test conducted. Any external physical damage shall be reported on the Bill of Lading, provided by the shipper. In the event that County has any shipping problems or discrepancies, County will make the driver aware of any issues, note on the Bill of Lading along with the name and number of the shipper's agent for claim resolution.

County shall provide Contractor with records that identify units that did not successfully pass acceptance testing and will return a copy of any test form for units that failed for any reason.

County will inspect all cartons or packaging for external damage, inspect the outside of the machine and casework for damage and check the Serial Number of the ICX against the Bill of Lading and record on County's receiving form.

The following Acceptance Testing steps are prescribed in the California Use Procedures:

1. Unpack the ImageCast X tabulator unit and place it on an assembled table.
2. Unpack the BMD printer and place on an assembled table next to the ImageCast X.
3. Insert the USB stick with test election data provided with the ImageCast X tabulator unit.

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4. Connect the ATI (Audio Tactile Interface) to the ICX using the USB to RJ-45 cable provided.
5. Plug the power supply into a suitable 120 volt AC power source, and connect the power supply to the ImageCast X device.
6. Open the bottom security door and press the power button. Hold the power button until it lights up green.
7. The ImageCast X will begin the power-up sequence, and the LCD will display a number of messages at each stage of the sequence.
8. If ICX app is not opened by default after a power up, swipe to enter into the menu and open ICX application. The ICX application will prompt for the Smart Card to be applied to the Smart Card Reader.
9. Insert the Tech Smart Card into the Smart Card Reader. Wait for the login screen to appear.
10. On the Authorization screen, enter a valid PIN in order to log in. In the event that the PIN is incorrect, the screen will clear the text and provide a new opportunity to enter the correct PIN. After 8 attempts, the Smart Card will lock and you will have to obtain a new Smart Card.
11. The user is presented with Technical Administration screen.
12. Once logged in, confirm or modify the date and time.
13. Plug in the USB stick with election data into an available USB port.
14. Select the load settings button on Technical Administration page to get the prompt with the election data on the USB.
15. Copy the election files (.dat) onto the device. Wait until the election files are copied.
16. Remove the USB stick with election data.
17. Navigate to "Android Settings."
18. Select "Battery."
19. Check that the battery is 100% Full and that it is not discharging (meaning the unit is running on AC power).
20. Remove the Tech Smart Card.
21. Insert the Poll Worker Smart Card into the Smart Card Reader. Wait for the login screen appears on the touchscreen.
22. On the Authorization screen, enter a valid PIN in order to log in. In the event that the PIN is incorrect, the screen will clear the text and provide a new opportunity to enter the correct PIN. After 8 attempts, the Smart Card will lock and you will have to obtain a new Smart Card.
23. Wait for the election files to decrypt.
24. Make sure the required tabulator is present in the tabulator list.

25. In addition to the steps described above, the ICX unit has multiple procedures available for polling place verification:
    a. The election's identification data available on-screen.
        i. The information is available as part of the "Ballot info" screen shown to every voter after successful ballot activation.
    b. Identification of the unit available on-screen only.
        i. Log in as Technician - See steps 8 and 9 in ImageCast X Acceptance Testing.
        ii. From "Settings" section, select the button "Hardware Details."
        iii. ICX device details are shown as part of "ICX Device" section.
        iv. To exit the menu, select "OK" button.
        v. Remove the Technician card.

5.3. Dominion ICC Acceptance Testing

Contractor shall assist County in creating an Acceptance Testing Log Sheet, to be used as a control sheet showing which ICC system have been received, tested and accepted. Acceptance testing for the ICC scanner is simply a matter of confirming that the physical and electromechanical components are functioning properly and have not been damaged during transport, and that certain internal parameters have been programmed correctly. Performing this test will ensure the integrity of the installed firmware within the voting machines.

The following Acceptance Testing steps are prescribed in the California Use Procedures:

1. Unpack the ICC scanner and place it on the desired workstation surface.
2. Attach the cabling from the scanner to the PC workstation.
3. Plug the scanner and the PC workstation into a suitable 120V AC power source.
4. Power up the scanner and PC workstation.
5. Insert the memory card into the memory card port.
6. Log onto the computer.
7. Run the ICC application from the computer.
8. Insert the iButton security key and enter the passcode. The application will verify the iButton security key against the election files in the memory card port. Errors at this point indicate that the iButton security key has not been programmed correctly, and a replacement key may need to be ordered. Otherwise, the application will commence internal diagnostics testing before going into User's Mode.

9. If the ICC profile has been provided, and the settings match, then there is no need to re-create or re-save the profile. Simply use the one provided.

5.4. Dominion EMS Acceptance Testing

Contractor shall provide on-site technical support for EMS system installation, configuration and Acceptance Testing. The following Acceptance Testing steps are prescribed in the California Use Procedures:

Pre-Voting Phase

1. Open the EMS Election Event Designer application
2. Create the Election Project
3. Open the Project
4. Set the Ballot Style and Ballot Style Parameters
5. Define District Types
6. Define the District
7. Define the Precincts and associate Precinct to Districts
8. Create Political Party
9. Create Office, Define Office Settings, and Associate Elector Group Types to Offices, set Rotations
10. Import District Rotations
11. Create Contest, Override Office/Contest Settings
12. Define Choice to Contest, Associate Political Parties to Choice
13. Import Template Keywords
14. Define Ballot Manifestation
15. Preview Ballot Types
16. Preview Ballot Manifestation
17. Create Ballot Header
18. Create Contest Headings
19. Create Proofing Ballots
20. Create (Official) Ballots
21. Creating Polling Places
22. Define Tabulators, Assign Polling Places to Tabulators, Assign Precinct to Tabulators
23. Import DCF/MBS Files
24. Define Configuration Files
25. Associate Configuration File to Tabulator
26. Generate Election Files

27. Program Memory Card
28. Program iButton Security Key
29. Create EMS Results Tally & Reporting User

Post-Voting Phase

1. Open the EMS Election Event Designer application
2. Open Project
3. Login
4. Load Result Files
5. Load Result Images
6. Load Log file
7. List all result Files
8. Select Results Files
9. Preview Result Files
10. Validate and Publish Result Files
11. Create Reports

5.5. System Readiness Testing

Upon completing the component accepting testing, County will conduct System Readiness Testing at a time mutually agreed upon by the Parties, but no later than thirty (30) business days after the completion of component acceptance testing. System Readiness Testing consists of end to end system test that helps to ensure that the system has been configured properly and that all parts of it function correctly.

The test consists of pre-voting, voting and post-voting phases. Pre-voting phase consists of restoring and, if necessary, modifying the election project to be used for Readiness Testing as well as preparing all other necessary material for testing such as iButtons, Security Keys, test decks etc. Voting phase consists of scanning the test decks on all physical tabulators and post-voting involves loading results and analyzing the reports. System Readiness Testing Procedures are outlined in Chapter 4 of the California Use Procedures. As with Acceptance Testing, Contractor shall provide on-site assistance to County in creating the Readiness Testing election, support infrastructure and forms.

6. Printing Facilities Certification

Contractor shall provide the following services related to ballot printer certification consistent with the laws and regulations of California including California Code of Regulations Title II, Division 7, Chapter 4. Ballot Printing:

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6.1. Provide technical specification requirements for printer certification.

6.2. Perform on-site quality control on initial test run of ballots from printers including multiple tabulation sessions.

6.3. The certified printing facility must agree to source the paper used for ballots with the ImageCast® from a paper manufacturer approved by Contractor, such paper manufacturer having met Contractor's technical paper specifications.

7. Training

Contractor's training shall focus on providing the election administration staff the necessary knowledge, as determined by the Project Management Team, and as outlined in sections 7.1 through 7.3, for successful implementation and effective operation of the voting system. Contractor's training shall be tailored, using various formats, implementing adult learning principles, and proper course pacing. Training customization begins with tailoring the courses to a specific jurisdiction's needs. Contractor's training courses cover hardware and software system operations, pollworker train the trainer and voter outreach. Contractor will provide training on and off-site, and coordinate all scheduling with County.

Training is the primary tool for organizational change integration. The voting system solution will require all levels of election staff and poll workers to learn a new suite of hardware, software, and procedures. Contractor's training materials (documents, presentation, guides, reference cards, web resources, and self-paced learning) all contribute to integrating the new solution into the day-to-day routine of the organization.

Contractor shall prepare training materials including training manuals, website training videos (please see sample of previous implementation at https://www.youtube.com/playlist?list=PLsiDPMsLSeoA-0np94JYdI63QwDxn4-gS , and technical reference manuals. Training and curriculum particular to the resources, staff, and needs of County will be developed as part of the implementation meetings.

7.1. Staff Training Outline

- System
  - All system software and hardware components supplied by Contractor (proprietary and COTS)
  - ImageCast Central
  - MBP Printers
  - ImageCast X BMD
  - ImageCast Remote: UOCAVA /RAVBM
  - Rank Choice Voting

  - Election Night Reporting
- Courses type, (executive, administrative, super user, user, County Technician)
  - Executive
    - Key reports and what the reports mean
  - Administrative / Super User
    - Ability to troubleshoot software
    - Reporting
    - Hands on Training
    - Reporting for Admin / super user
  - Basic User
    - Hands on Training
  - County technician
    - Repair and replacement
    - Hands On training
    - Report training understanding for County Technician
- Video Training / tutorials

7.2. Poll Worker Training

Contractor will work with County in developing a Poll Worker Training. Content will include Election Day procedures and how to handle special voting situations that may arise. Such a change in voting systems requires a change in polling place forms and procedures and as such, Contractor will provide manuals from previous implementations and will assist in redesigning manuals and procedures accordingly.

In addition, Contractor will assist in the development of Poll Worker literature and training videos. An instruction manual will be provided in the Training the Trainer Program. Contractor shall observe County's initial Poll Worker Training and provide any necessary feedback on both documentation and presentation.

7.3. Training Curriculums

The following are sample training curriculums. The number of attendees is not a limitation, but a suggestion in order to provide the best hands-on training.

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Training Class Description	User Category	Sample topics	Number of Days/ Hours	Number of Students
ICX Operator Training	Basic User	This course provides an introduction to the Dominion Voting hardware. Topics include: • Setup of the Equipment • Basic security protocols, including safeguards to prevent and detect tampering • Opening Polls • Handling Voting Sessions • Accessible Voting • Assisting Voters with Special Needs • Closing Polls • Managing the Polling Place	.5 Days	10 per class
ICC Train the Trainer	Administrative/Super User (County Officials/Elections Staff)	This course provides an introduction to the Dominion Voting hardware. Topics include: • System setup, configuration & scan options • Security • Opening Polls • Scanning ballots and batch management • Closing Polls • Troubleshooting • Acceptance Testing Performing L&A	5 Days	5 per class
Senior EMS User Training	Administrative/Super User (County Officials/Elections Staff)	This course introduces election programming, results consolidation and reporting concepts in EMS. Topics include: • Overview • Turning on system • Application navigation • Importing from DIMS • Creating and editing offices and	5 days	5 per class

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Training Class Description	User Category	Sample topics	Number of Days/ Hours	Number of Students
		contests • Creating and editing ballot layout • Creating and editing screen content • Programming voting devices / central count scanners • Creating audio files for accessible voting • Editing synthesized audio • Importing custom audio • Zero reports • Adjudication setup • Adjudication Use (Administrator, User) • Validating, Publishing and Reporting • Generating reports and using report filters • Using report profiles • Managing results files (RTR and ADJ) • Generating reports and using report filters • Report exporting, saving and printing • Exports (ENR) • Troubleshooting		
Results Tally and Reporting Training	Administrative/Super User (County Officials/Elections Staff)	This course introduces election programming, results consolidation and reporting concepts in EMS. Topics include: • Overview • Turning on system • Application navigation • Zero reports • Adjudication setup • Validating, Publishing and	5 Days	5 per class

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Training Class Description	User Category	Sample topics	Number of Days/ Hours	Number of Students
		Reporting • Generating reports and using report filters • Using report profiles • Managing results files (RTR) • Generating reports and using report filters • Report exporting, saving and printing • Exports (ENR) • Troubleshooting		
ImageCast Adjudication Train the Trainer	Administrative/Super User (County Officials/Elections Staff)	This course provides an introduction to ImageCast Adjudication. Sample topics include: • Overview • Turning on system • Application Navigation • Setting up the application • Application overview o Administrator o General user • Adjudicating ballots • Administering adjudicated ballots • Reporting • Closing/exiting application • Troubleshooting	.5 Days	15 per class

8. Election Setup

8.1. Election Definition

Contractor's Democracy Suite Election Management System shall have the capability of importing election data from County's DFM election database to generate ballot layout used to conduct an election. Contractor shall provide election definition services for the duration as specified in Exhibit C. In the event County requests additional election definition services from Contractor,

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Contractor shall provide those services according to the prices identified in Exhibit C.

County shall review and approve or identify issues in all Contractor deliverables, with particular attention to ballot proofs and audio files. In the event County discovers an issue, it shall provide written notice to Contractor following the discovery of any issue and Contractor shall rectify the issue within 24-hours at no additional cost to County. In the event County approves the final ballot proofs and audio files and subsequent to such approval, requests that a change be made to the deliverable, Contractor may provide the change according to the service pricing identified in Exhibit C.

8.2. Ballot Layout

Contractor's Ballot Layout/Generation System will support English in both written and audio format; and, have the ability to add new languages.

Contractor's System has the ability to import data in all languages via direct importation to appropriate files or cut and paste. County shall be able to edit all ballot layout files in all languages.

Contractor's System will create all ballots, (precinct, vote center, vote by mail, and audio) from a single Election Management System. Contractor's Ballot Layout/Generation System must have audio capability utilizing human voice recordings as well as voice simulation program.

Contractor's Democracy Suite election management system supports single input of customer profile data such as voting locations, precincts, political subdivisions, offices, parties and machines; use this data to simultaneously manage multiple elections by multiple users.

Contractor will work with County and the certified printer used by County to create a simple method of transferring ballot information to the printer for production.

Contractor has the ability to import the candidate/contest information directly from the DFM Election Information Management System and create the vote by mail ballot, and precinct ballot from the same imported file. Contractor's System shall be capable of importing audio and text files (all languages).

The EMS must generate full-sized press-ready ballots in industry standard PDF format. The EMS must have options to control fonts, line weights, the number of columns, multiple languages, multi-card or double-sided, portrait-style, and colored headers. The ballot is 8.5" wide and can vary between 11"-22" in length.

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The System shall have the ability to handle characters (such as solid diamond) placed before a candidate's name, without interfering with the randomized alphabet or rotation.

8.3. Pre-Election Logic and Accuracy Test

On completion of election definition and ballot layout, the ballots are generated. Ballot proofs and electronic ballot image files are generated and provided to County. County carefully reviews each ballot. When County is satisfied that the ballots are correct, they initial each ballot, and when they are satisfied that all ballots, audio and reports are correct, they sign-off on their accuracy, and the image files are provided to the printer.

Ballot printing and distribution are the responsibility of the certified printer and County. Contractor will provide a recommended ballot inspection process that should be followed to ensure that all ballots produced are of sufficient quality. The receipt of test ballots from the certified ballot printer is the milestone that triggers the beginning of Pre-Election Logic and Accuracy Testing ("Pre-LAT"), a simulation of the voting process under which the System will operate.

Election files are transferred from the EMS to memory cards and USB Sticks which are created for each ICX ballot marking devices and the ICC system. After loading the election files onto the units, Pre-LAT must be performed on all System components before deployment.

With a paper-based tabulation system, Pre-LAT is performed on the ImageCast X BMD and ImageCast Central tabulators though the use of ballot test decks, rather than simulation scripts. Generally, the Pre-LAT procedure involves programming all voting machines with the final election definition and scanning hand-marked or pre-marked (computer generated) test decks through each tabulator. This provides verification of both the quality of the printed ballots as well as the correctness of each tabulator's programming. After test decks have been scanned and the results report tapes have been verified, test results may be uploaded directly to the EMS Server using EMS Results Tally and Reporting. This results transfer test verifies that all parameters for each tabulator have been correctly configured.

County officials will conduct Pre-LAT, using processes, procedures, and support provided by Contractor. Contractor's project team will be available throughout the Pre-LAT process available to assist.

9. Results, Tally and Reporting

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Contractor's ICX, & ICC system shall use the same results, tally and reporting system, meaning one election database for the entire system.

The Results Tally and Reporting module enables election officials to use election data and report in styles and formats required by the Secretary of State.
The Results Tally & Reporting module of the EMS shall provide reports with customizable queries, including the reporting of partial election returns throughout Election night, final unofficial election returns, and Canvass reports.

The EMS system supports multiple reports formats for export including Excel, PDF, JSON and xml. Results Tally & Reporting features a one-click .csv export that can be transferred to the Secretary of State for reporting. The CVR (Cast Vote Record) report is exported using JSON format. This report includes the original and adjudicated records for each mark, for every ballot in the election. In addition, the system is capable of providing cast vote record data to support County's "vote for N" post-election external reporting requirements.

9.1. Adjudication

Adjudication is the digital tool which allows for efficient and reliable multi-user adjudication of ballots with customer-defined out-stack conditions. The module allows one or more teams to review out-stacked ballot images as they are being scanned by the ICC. County shall utilize multiple Adjudication stations to allow for an expanded capacity to review ballots.

The County/State defines which out-stack conditions should be reviewed in Adjudication, including blank ballots, overvotes, undervotes, marginal marks, and write-ins.

Each ballot scanned by the system is appended with an AuditMark. When a ballot is adjudicated, a log is created and an Adjudication AuditMark is securely appended to the original image with the original AuditMark. Anyone reviewing the ballots will be able to see how the voter marked their ballot, how the scanner interpreted the intent, and how the ballot was adjudicated. The Adjudication module allows review teams to resolve voter intent on a ballot-by-ballot basis on-screen and send the results directly to tally, thus eliminating the additional costs, time and resources associated with duplicating and re-scanning ballots.

9.2. Marginal Marks

When a ballot is fed into an ImageCast® tabulator a complete duplex image is created and then analyzed for tabulation by evaluating the pixel count of a voter mark. The pixel count of each mark is compared with two thresholds (which are defined in the California Use Procedures) to determine what constitutes a vote. If

a mark falls above the upper threshold, it's a valid vote. If a mark falls below the lower threshold, it will not be counted as a vote. However, if a mark falls between the two thresholds (known as the "ambiguous zone"), it will be deemed as a marginal mark and the ballot will be returned to the voter (in precinct voting) or sent to Adjudication (for central count) for corrective action.

9.3. AuditMark

Contractor's AuditMark technology will allow County to provide greater transparency in the electoral process. Every ballot in the election is imaged and appended with Contractor's patented AuditMark, a record of how the system interpreted the voter's intent. The system captures a full ballot image, including a clear image of all text, ballot identifiers, contests, candidates and voter markings, as well as the AuditMark.

When scanned on the ICC, the ballot's AuditMark also includes a notation showing which batch the ballot belongs to and when it was scanned, making auditing by batch simpler and more efficient. Each image is labeled with the tabulator, batch and sequence number within the batch which corresponds to the physical ballot in the stack.

The AuditMark is the only technology that provides a clear and fully auditable single vote cast record for every ballot cast. This ballot-level audit trail allows election officials and other stakeholders to review not only the ballot images, but also the tabulator's interpretation of each ballot. Democracy Suite shall produce cast vote record date which can be used by County to perform risk limiting audits.

10. Post Election

Canvass - Contractor will assist County in creating procedures for the conduct of the canvass and any necessary recounts. The system shall provide canvass reports including, but not limited to Interim, Semi-Final Official, Final Official, and the Statement of Vote reports. Contractor will be available to assist County's staff in the conduct of the canvass and for any recounts through the 2019 Election Cycle. Contractor shall provide sample procedures and recommendations for County's canvass process.

One Percent Manual Tally - Contractor will assist County in creating procedures for a 1% manual tally.

Recount - The system must be able to provide for a manual recount process that would utilize either the physical ballot or ballot image with AuditMark, Cast Vote Record and EMS SOV reports. Dominion will assist the County in creating procedures for a recount.

11. Warehouse Logistics Planning

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Contractor will assist County in planning the necessary upgrades and modifications needed for the storage and processing of the voting equipment. Contractor shall provide a written list of all tools, equipment, transportation carts, electrical requirements for outlets, and any other Dominion items, which are required to deploy the system.

12. <u>Removal of County's Existing Elections Equipment</u>

Contractor will assist County in planning the necessary removal of existing elections equipment and provide all removal services should County request that assistance. The cost for removal will be shared with County.

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EXHIBIT A-1: SAMPLE IMPLEMENTATION SCHEDULE
DRAFT

Task Name	Duration	Start	Finish	Resource Names
Sonoma County 2019 March Election & New Implementation Project	**82 days**	**Thu 12/6/18**	**Thu 4/4/19**	
Team Meetings	**1 day**	**Thu 12/6/18**	**Thu 12/6/18**	**County,DVS**
Kick-off Meeting with County and Team Meetings Begin	1 day	Thu 12/6/18	Thu 12/6/18	County,DVS
Transition Planning Items	**35 days**	**Fri 12/7/18**	**Mon 1/28/19**	**County,DVS**
Computer Room (Set-up, security) - Dominion Technical Lead and County IT staff work through any pre-installation preparation questions/prep work.	1 day	Fri 12/7/18	Fri 12/7/18	County,DVS
Review warehouse Facilities (set-up, security)	1 day	Mon 12/10/18	Mon 12/10/18	County,DVS
Identify Staff participants for Training Classes	1 day	Mon 12/10/18	Mon 12/10/18	County
Review Precinct Supplies (for new equipment)	1 day	Tues 12/11/18	Tues 12/11/18	County,DVS
Review Election Processes for new equipment	5 days	Wed 12/12/18	Tue 12/18/18	County
Develop Pollworker Training Program	7 days	Thu 1/17/19	Mon 1/28/19	County,DVS
Voter Education and Community Outreach Activities	10 days	Mon 1/14/19	Mon 1/28/19	County,DVS
March 2019 Election Project Milestones	**61 days**	**Mon 1/7/19**	**Thu 4/4/19**	**County,DVS**
Ballot Layout & Design (paper ballot)	5 days	Mon 1/7/19	Fri 1/11/19	

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UOCAVA Ballots mailed for March Election	0 days	Fri 1/18/19	Fri 1/18/19	
Logic and Accuracy Testing (ICC, ICX)	10 days	Mon 1/28/19	Fri 2/8/19	
Processing of vote-by-mail ballots	7 days	Mon 2/25/19	Tue 3/5/19	
Early Voting Period	21 days	Mon 2/4/19	Tue 3/5/19	
Election Day	0 days	Tue 3/5/19	Tue 3/5/19	
Canvass Period	19 days	Wed 3/6/19	Mon 4/1/19	
Customer certifies the election (anticipated date)	0 days	Tue 4/2/19	Tue 4/2/19	
Post-Election Project Debriefing	0 days	Thu 4/4/19	Thu 4/4/19	
Equipment Delivery, Installation, Configuration, Acceptance Training & Testing	**21 days**	**Mon 12/10/18**	**Tue 1/8/19**	**County,DVS**
D-Suite EMS Delivery, Installation & Configuration-Servers, laptops, ancillary items; Customer Acceptance Training & Testing	5 days	Mon 12/10/18	Fri 12/14/18	
ImageCast Central (ICC) & Adjudication Equipment & components (ie G1130 scanners)--Delivery, Installation, Testing; Customer Acceptance Training & Testing	3 days	Mon 12/17/18	Wed 12/19/18	
Image Cast X Classic (ICX) w/ATI, Printers, Accessories-Delivery, Installation, Testing; Customer Acceptance Training & Testing	10 days	Thu 12/20/18	Thu 1/3/19	
Image Cast Remote Accessible Ballot Delivery- Set-up, Delivery, Install, and Configuration; Customer Acceptance Training & Testing	3 days	Fri 1/4/19	Tue 1/8/19	

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Mobile Ballot Production (MBP) Delivery & Set-up	3 days	Fri 1/4/19	Tue 1/8/19	
System Documentation & Manuals	**1 day**	**Wed 1/2/19**	**Wed 1/2/19**	
D-Suite EMS Set-up & Reporting Use Procedures (Adjudication (ADJ), Automated Test Decks Generator, Ballot Audit & Review Module, Election Night Reporting)	1 day	Wed 1/2/19	Wed 1/2/19	
Mail Ballot Production (MBP) System Use & Adminstrator Use Procedure Manuals	1 day	Wed 1/2/19	Wed 1/2/19	
ImageCast Central (ICC)/Adjudication Administrator & User Procedures	1 day	Wed 1/2/19	Wed 1/2/19	
ImageCast X (ICX) Operator Use Procedures & Pollworker Manual	1 day	Wed 1/2/19	Wed 1/2/19	
ImageCast Remote Administrator & User Procedures	1 day	Wed 1/2/19	Wed 1/2/19	
System Training (including instructional material)-Actual training dates to be arranged with customer.	**10 days**	**Mon 1/7/19**	**Fri 1/18/19**	**County,DVS**
Democracy Suite Result, Tally and Reporting	5 days	Mon 1/7/19	Fri 1/11/19	
ICX Operator Training	1 day	Mon 1/14/19	Mon 1/14/19	
ICC Operator Training	1 day	Tue 1/15/19	Tue 1/15/19	
ICC Adjudication Training	1 day	Wed 1/16/19	Wed 1/16/19	
Train The Trainer: Poll worker	2 days	Thu 1/17/19	Fri 1/18/19	
Election Activities	**61 days**	**Mon 1/7/19**	**Thu 4/4/19**	
Ballot Production/Creation	**9 days**	**Mon 1/7/19**	**Thu 1/17/19**	**County,DVS**

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EED Programming & Ballot Creation (For Paper Ballots)--Actual Date TBD	5 days	Mon 1/7/19	Fri 1/11/19	
Customer sends ballot files to print vendor	1 day	Mon 1/14/19	Mon 1/14/19	
Creation of Screen & Audio Ballots for ICX	3 days	Tue 1/15/19	Thu 1/17/19	
Logic and Accuracy Testing--Actual Date TBD w/customer	10 days	Mon 1/28/19	Fri 2/8/19	County,DVS
Vote-By-Mail Ballot (VBM) Processing	**12 days**	**Mon 2/18/19**	**Tue 3/5/19**	
County prepares ballots for VBM ballot processing activities	5 days	Mon 2/18/19	Fri 2/22/19	
Processing of vote-by-mail ballots occurs through E-day	7 days	Mon 2/25/19	Tue 3/5/19	
Delivery & Retrieval of Equipment & Supplies (Polling Places)	**13 days**	**Mon 2/25/19**	**Wed 3/13/19**	**County,DVS**
Delivery of voting equipment & supplies to polling locations	6 days	Mon 2/25/19	Mon 3/4/19	
Retrieval of voting equipment & supplies to polling locations	6 days	Wed 3/6/19	Wed 3/13/19	
ELECTION DAY	0 days	Tue 3/5/19	Tue 3/5/19	County,DVS
Post-Election Activities	**21 days**	**Wed 3/6/19**	**Thu 4/4/19**	**County**
Canvass Period	18 days	Wed 3/6/19	Fri 3/29/19	
Ballot Counting & Adjudication	18 days	Wed 3/6/19	Fri 3/29/19	
Customer certifies the election (anticipated date)	0 days	Tue 4/2/19	Tue 4/2/19	
Post-Election Project Debriefing (Date TBD)	0 days	Thu 4/4/19	Thu 4/4/19	County,DVS

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EXHIBIT A-2 PRODUCT DESCRIPTION

1. **ImageCast® Central Scanners** Dominion shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:
    a. Canon DR-G1130 high speed document scanner.
    b. All-in-One Desktop Workstation with pre-loaded software and monitor.
    c. One (1) iButton Reader/Writers used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

2. **Central Scanner Software** This Agreement includes software licenses for the ImageCast® Central software pursuant to the Software license terms attached as Exhibit B.

3. **ImageCast® X Ballot Marking Device (BMD)** The ImageCast® ICX BMD is a commercial off-the-shelf Android tablet connected to a commercial off-the- shelf printer. The ICX BMD is fully integrated into the Democracy Suite platform and features the latest advancements in touchscreen voting technology. The ImageCast X BMD has an intuitive 21" touchscreen interface with various features for accessibility, and connects to a printer that prints the voter's choice summary ballot directly in the voting booth. Once the choice summary ballot is printed, it can be returned to the central office for tabulation on the ImageCast Central system. The ImageCast® ICX BMD kit includes the following components
    a. ICX Firmware
    b. 21 inch Tablet
    c. ATI Accessible Voting Kit for ICX USB
    d. ICX Pollworker Smartcard, ICX Technician Smartcards and Printer.

4. **Democracy Suite EMS Software** platform is a set of applications tailored for all pre-voting and post-voting activities. The Democracy Suite EMS consists of the following components:
    a. Election Event Designer (EED) Client Application is the primary application used for the definition and management of election event. EED is responsible for the definition of election projects. Each election project is represented as an instance of the election domain database with associated set of election project file based artifacts. The definition of the election project can be initiated by importing the election data from external systems or simply by defining all election project entities without importing external data. It is important to note that an election

project initiated by importing data can be further modified within the EED Client Application.

The system can generate two types of paper ballots:

i. Proofing ballots – ballots produced to allow election project stakeholders to proof ballot content and styling. These ballots cannot be processed by the ImageCast® as they don't have proper ballot barcodes. These ballots are overprinted with the text "Proofing Ballots – date/time"

ii. Official ballots – represent production ready, press ready ballots in PDF format with barcodes and without any overprinting.

b. Results Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results

c. ImageCast® Adjudication Application is a client and server application used to review and adjudicate ImageCast® Central Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment. Adjudication Application eliminates the need to physically rescan ballots.

5. **EMS System Hardware** Dominion will provide the following for EMS System hardware required for operating the Democracy Suite Software system:
   a. EMS Servers
   b. EMS workstations
   c. Adjudication workstations
   d. Compact Flash Reader/Writers used to upload ballot information to Compact Flashes used with both scanner types. These can also be used to transfer election results data to Democracy Suite
   e. iButton Reader/Writers used to transfer security and election information to the iButtons for use with the ICE and ICC
   f. Dell Switch 24 port
   g. Network Cables CAT6 UTP Patch Cables (12 Units)
   h. SQL Server License for defined System configuration
   i. EMS Report Printers P1260dn
   j. Synthesize Speech License Multiple Languages
   k. Smart UPS 1500
   l. 24" Computer Monitors

EXHIBIT B

SOFTWARE LICENSE TERMS AND CONDITIONS

This Exhibit B is part of the Agreement between Dominion and County to which it is attached.

1. Definitions. Capitalized terms used herein have the meaning given in the Agreement unless otherwise defined herein.

1.1. "Agreement" means the agreement between the Parties for the use of the licensed Software to which this Exhibit B is attached and incorporated into.

1.2. "Licensee" means County, as the term is defined in the Agreement.

1.3. "Licensor" means Dominion Voting Systems, Inc.

1.4. "Software" means Dominion Software.

1.5. "Specifications" means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor.

1.6. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributers and provided by Licensor hereunder.

2. License Terms.

2.1. License Limitations. Licensee's use of the Software pursuant to the License granted in the Agreement is subject to the terms herein. Licensee may only use the Software for its own internal business purposes and conducting elections and solely in conjunction with the EMS Hardware. The License shall only be effective during the Term and cannot be transferred or sublicensed.

2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A attached hereto, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule A.

2.3. Third-Party Products. When applicable, Licensor hereby sublicenses any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term.

2.4. No Other Licenses. Other than as expressly set forth herein, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Licensee agrees not to use the Software as a service bureau for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted is strictly prohibited.

2.5. Intellectual Property Infringement Indemnification. If a third party claims that the Software or System infringes any United States patent, copyright, trade secret or similar

intellectual property right, Dominion shall defend Licensee against such claim at Dominion's expense and pay all damages that a court finally awards against Licensee. If such a claim is made or appears possible, Dominion shall, within sixty (60) days of such claim, and at its option: (a) secure for Licensee the right to continue to use the infringing portion of the Software or System; or (b) modify or replace the Software and System so that it is non-infringing but retains equivalent functionality. If neither of the foregoing options is reasonably available, Dominion shall require Licensee to return the Software or System, and Dominion shall refund Licensee amounts calculated pursuant to the Software License fee, on a pro-rata basis. The foregoing notwithstanding, Dominion shall have no obligation to indemnify Licensee for any infringement claim based on Licensee's modification or misuse of the Software, if the claim would have been avoided had the Software not been modified or misused.

3. Payment. In consideration of the grant of the license, the Licensee shall pay the license fees set forth in the Agreement and Exhibit C of the Agreement.

4. Upgrades and Certification. During the Term, Licensor may provide upgrades to Licensee under the following terms and conditions.

4.1. Upgrades. In the event that Licensor, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the State of California, Licensor shall make the certified Software upgrade available to the Licensee at no additional cost.

4.2. Certification Requirement. Notwithstanding any other terms of this Agreement, Licensor shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the State of California.

5. Prohibited Acts. The Licensee shall not, without the prior written permission of Licensor:

5.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

5.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

5.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

5.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

6. Return of Software. Upon termination or expiration of this Agreement, Licensee shall forthwith return to Licensor all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensor that it has been destroyed.

7. Warranties. The following warranties will apply to all Software during the Term.

7.1. Software Warranty Terms. Licensor warrants that the Software will function substantially in accordance with the Specifications during the Term. The Licensor also warrants that the Software shall comply with the State of California certification requirements and election laws (collectively the "Requirements") in effect as of the date the Software is certified by the State of California. This provision applies to the initially installed Software as well as any subsequent upgrades pursuant to Section 4 herein. However, the Licensor will not be required to make modifications to the Software or System as a result of changes in the Requirements. The foregoing warranty will be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that a failure of the foregoing warranty that is reported by Licensee is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

7.2. Corrections. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications or Requirements, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The Licensor shall correct the deficiencies, at no additional cost to the Licensee and incorporate such corrections into the next version certified by the State of California.

7.3 Third-Party Products. The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

7.4. NO OTHER WARRANTIES. EXCEPT AS SET FORTH IN THE AGREEMENT AND HEREIN, LICENSOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

SCHEDULE A

PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. Definitions. For the purposes of this Agreement, the following are defined terms:

1.1. "Derivative Works" means any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.

1.2. "Voting Systems' Ballots" means any ballot created for use with any voting system owned or licensed by the Licensor.

2. Print Copyright License and Use.

2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots and any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule A. Without limiting the generality of the foregoing, Licensor and Licensee acknowledge and agree that Licensee is a public entity subject to the California Public Records Act (Cal. Gov. Code §§ 6250 *et seq.*). Nothing in this Schedule A shall be construed to limit or prohibit Licensee from producing Materials in response to a request under the California Public Records Act. Licensee's obligations to disclose Materials under the California Public Records Act shall survive termination of this Agreement.

2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party, (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:

(i) any commercial or non-commercial printer
(ii) any third party vendor using ballot on demand system.

2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor. Notwithstanding the foregoing, termination of this Agreement shall not be construed to limit or prohibit Licensee from printing, reproducing, distributing, or otherwise copying Materials to fulfill any statutory obligation or request from the State or to respond to any formal litigation or subpoena requiring the disclosure or production of such Materials.

3. No Copyright Warranties. EXCEPT AS SET FORTH HEREIN, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

EXHIBIT C

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. Pricing/Payment Summary and Descriptions for Managed Services

1.1 **Pricing Summary**. The total annual managed service contract pricing shall equal $194,874.25/year for a total of eight (8) years. The total annual rental pricing shall equal $106,250.00/year for a total of three (3) years. County has an option to renew the rental on an annual basis for additional two years (2022 and 2023). County shall provide sixty (60) days prior written notice of its intent to renew the rental portion of this Agreement.

1.2 **Payment Summary**. The following is the invoicing schedule for County's annual payments. County shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made in U.S. Dollars. All invoices (Managed Services and rental) will be issued on January 1st of the corresponding year.

	Year 1	Year 2	Year 3	Year 4
Description	**2019**	**2020**	**2021**	**2022**
Managed Service	$194,874.25	$194,874.25	$194,874.25	$194,874.25
Rental - Optional year 4 & 5	$106,250.00	$106,250.00	$106,250.00	
Discount	*($6,000.00)*			
Estimated Taxes	$22,400.87	$22,400.87	$22,400.87	$14,166.50
Total	**$317,525.12**	**$323,525.12**	**$323,525.12**	**$ 209,040.75**

	Year 5	Year 6	Year 7	Year 8
Description	**2023**	**2024**	**2025**	**2026**
Managed Service	$194,874.25	$194,874.25	$194,874.25	$194,874.25
Rental – Optional year 4 & 5				
Estimated Taxes	$14,166.50	$14,166.50	$14,166.50	$14,166.50
Total	**$209,040.75**	**$209,040.75**	**$209,040.75**	**$ 209,040.75**

Sub-Total Managed Service	$1,558,994.00
Sub-Total Rental	$318,750.00
Sub-Total Discount	*($6,000.00)*
Sub-Total Estimated Taxes	$138,035.11
Total	$2,009,779.11

2. System Description – Quantity of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

DESCRIPTION	QTY
Central Scanning Solution: Absentee / Vote By Mail Hardware	
ImageCast Central Kit: Canon DR-G1130 high speed document scanner includes: ImageCast Central Software, Dell OptiPlex 7440 All-in-One, iButton programmer and key, cables	6
In-Person Voting Solution: Polling Location Hardware	
ImageCast X BMD (21 inch) Kit includes: ICX Firmware, Tablet, 5 voter activation cards, printer, cables, power cord	100
ICX VA (Voter Activation Station) Kit includes: Dell Laptop, ICX Activation software, Smart Card Reader/Writer	100
ICX Transport Bag Set	100
ImageCast X Voting Booth	100
ICX Poll worker Smartcard	100
ICX Technician Smartcard	20
ATI Accessible Voting Kit for ICX USB	100
8GB USB Flash Drive	25
UPS SMT 1500 980 watts, input 120 output 120volts, interface DD-9RS-232	100
Mobile Ballot Printing Kit Oki Data C712 includes:, MBP printer, dell laptop, cables	2
Mobile Ballot Printing Kit Oki Data C931E includes: MBP printer, dell laptop, cables	0
Democracy Suite Election Management System Hardware	
Democracy Suite EMS Standard Server Configuration Kit - Up to 22 clients	3
EMS Client Workstation Configuration Kit	3
Adjudication Workstation Kit	4
EMS Report Printer	2
Reformatting Station Kit	1
Democracy Suite Software	
Democracy Suite (EMS) Light Level 5 (125K - 250K)	1
ICC Adjudication Application - Level 5 (125K - 250K)	1
Mobile Ballot Printing Level 5 (125K - 250K)	1
ImageCast Remote UOCAVA / RAVBM Level 5 (125K - 250K)	1
Support Services	**Days**
Implementation	
Project Management	30
Training	
System Acceptance Testing Training	3

Democracy Suite Result, Tally and Reporting	5
ICX Operator Training	1
ICC Operator Training	1
ICC Adjudication Training	1
Train The Trainer: Poll worker	2
Licenses	
Democracy Suite (EMS) System Software - Light	1
ICC Adjudication Application	1
Mobile Ballot Printing	1
ImageCast Remote UOCAVA / RAVBM	1
ICC Firmware License - G1130	6
ICX - BMD (21 inch) Firmware License	100
Warranty and Maintenance	
ImageCast Central Kit: Canon DR-G1130	6
ICX - BMD (21 inch)	100
Rental of In-Person Voting Solution: Polling Location Hardware	
ImageCast X BMD (21 inch) Kit includes: ICX Firmware, Tablet, 5 voter activation cards, printer, cables, power cord	125
ICX VA (Voter Activation Station) Kit includes: Dell Laptop, ICX Activation software, Smart Card Reader/Writer	125
ICX Transport Bag Set	125
ImageCast X Voting Booth	125
ICX Poll worker Smartcard	350
ATI Accessible Voting Kit for ICX USB	125
UPS SMT 1500 980 watts, input 120 output 120volts, interface DD-9RS-232	125

3. Detailed Deliverables Description

3.1 ***ImageCast® Central Scanner (ICC)***. Contractor shall provide the ImageCast® Central Scanner for use by County. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:

3.1.1 Canon DR-G1130 high speed document scanner.

3.1.2 ImageCast® Central Software including third party Twain software.

3.1.3 OptiPlex 7440 All-in-One Series with pre-loaded software.

3.1.4 iButton Security Key.

3.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

3.2 ***ImageCast® Software***. The Parties will enter into software licenses for the ImageCast software, substantially in the form of Exhibit B to this Agreement. The Dominion software includes, without limitation:

3.2.1 AuditMark®. For each ballot that is scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.

- The top portion of the image contains a scanned image of the ballot.
- The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

3.1 ***ImageCast® X ("ICX").***

3.1.1 Application: ImageCast X BMD is a touchscreen in-person voting device and ballot marking device. Voting sessions are initiated on the tablet by either a smart card or the entry of a numeric code based on activation. The ballot is loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet via an Audio Tactile Interface or ATI. For all modes of voting, after the voter reviews the ballot selections, a paper ballot is created for the voter from a printer in the voting booth. The printed ballot contains a written summary of the voter's choices, as well as a 2D barcode which is read by Dominion's ImageCast Precinct or Central tabulator. No votes are stored on the ImageCast X-BMD unit. All votes can be tabulated and stored both the ImageCast Central and Precinct Tabulators

3.1.2 Components: ImageCast X BMD is composed of a 21" Avalue touchscreen, Android OS 4.4.4, DC 19V input, HP LaserJet Pro M402dne laser printer, 6' cable. 5 smart cards, and 8GB flash drive.

3.2 ***Democracy Suite Light Software*** consists of the following components

3.2.1 Election File and iButton Creation County is authorized to create Election Files and iButtons from EED to load on the ICX, ICVA and ICC units.

3.2.2 Results, Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

3.3 ***ImageCast® Adjudication Application*** is a client and server application used to review and adjudicate ImageCast® Central Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment.

3.4 ***Mobile Ballot Printing*** is an application used to search, preview and print ballots via a local printer device. The application makes use of ballot information and PDFs produced by the Election Event Designer application and information provided through the customer voter registration system.

3.5 ***ImageCast Remote Voting UOCAVA/RAVBM System*** offers a secure and efficient means for overseas and military voters, as well as voters with disabilities to receive, mark, print and return their ballot to their local elections office. The ImageCast Remote UOCAVA/RAVBM system ensures the security and transparency of the balloting process while preserving the privacy of UOCAVA voters and voters with disabilities. The ImageCast Remote UOCAVA/RAVBM system utilizes the same database or election project used for all other ballots. Ballots returned by ImageCast Remote UOCAVA/RAVBM voters can be processed on ImageCast Central, eliminating the need to duplicate ballots or process ballots on a separate system.

3.6 ***Implementation Services and Training.*** Contractor will provide the following training as described herein.

3.6.1 Project Management Support. Contractor will provide project management support to oversee the general operations of the project through the Agreement Term. The project manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The Parties shall develop and finalize a project implementation plan including a training and delivery schedule. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.

3.6.2 ImageCast® X – This training introduces the ImageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.

3.6.3 ImageCast® ICC – This training introduces the ImageCast® ICC with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, ballot scanning operation, and troubleshooting.

3.6.4 EMS Server Installation, Configuration & Testing. Dominion will provide a minimum total of one (1) day of direct onsite support for EMS Server installation, configuration & testing.

3.6.5 Democracy Suite® EMS System– This training covers the restoring election project backups, creating ICX, ICC and ICXVA files, tally and reporting.

3.6.6 System Acceptance Testing Support. Dominion will provide direct onsite training and support during the System Acceptance Testing period.

3.6.7 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a polling location including the ImageCast® X, ICX Card activation, testing and troubleshooting.

3.6.8 On-Site Election Day Support. Dominion will provide three (3) days (inclusive of travel) of direct onsite election support for 2 Elections.

3.7 ***Election Ballot Definition Setup.*** Contractor shall provide election setup services and support for the election database creation and ballot review for 10 Elections during the term. County will identify which 10 elections. Any additional elections will be charged at the then current rate, with a minimum ballot setup fee of $3,500 per election. Ballot definition services will be provided in English only. Additional languages will be charged at the then current rate. Ballot setup includes the following: Democracy Suite Election project creation, delivery of .pdf artwork for ballot types, creation of audio setup for audio voting using a synthesizer and the creation of test deck files in .pdf format. Any outside recording charges would be at the County's expense.

3.8 ***Travel and Expenses included.*** All costs of Contractor's transportation, lodging and meal expenses are included during the Agreement Term.

3.9 ***Ongoing telephone support***. Telephone support shall be available for County during the Term of the Agreement at no additional costs.

3.10 ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the County at the then current Contractor list price.

Exhibit D

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. **Workers Compensation and Employers Liability Insurance**
   - **a.** Required if Consultant has employees as defined by the Labor Code of the State of California.
   - **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   - **c.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   - **d.** *Required Evidence of Insurance*: Certificate of Insurance.

   If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
   - **d.** County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance:*

i. Copy of the additional insured endorsement or policy language granting additional insured status; and

ii. Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limits: $2,000,000 per claim or per occurrence; $2,000,000 annual aggregate.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.

c. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

f. *Required Evidence of Insurance*: Certificate of Insurance specifying the limits and the

claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

a. The Certificate of Insurance must include the following reference: Voting System.

b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees, 585 Fiscal Drive, Room 104, Santa Rosa, CA 95403.

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

August 7, 2018

MODERN VOTING SYSTEM

Registrar of Voters Office (ROV)

To learn more about the Voting System Replacement Project, visit: http://sonomacounty.ca.gov/voting-system

NEW VOTING SYSTEM SELECTED!

The proposal by Dominion Voting System Inc. for the Democracy Suite version 5.2 voting system was ranked highest among all proposals using selection criteria including received State certification, which is granted by the CA Secretary of State after rigorous functional, security, and accessibility testing.

Democracy Suite 5.2 is a comprehensive solution that is California-certified, accessible, and possesses features that will modernize voting and election administration.

With Democracy Suite 5.2, voters personally mark a paper ballot or use a Ballot Marking Device (tablet) to mark choices before printing out their ballot.

Voters were invited to share preferences and priorities that were considered before creating the selection criteria. ROV hosted a vendor demonstration for key stakeholders, created a new website and literature, and released an online survey. Voter feedback was incorporated into selection criteria used by ROV; voter preferences are reflected in the system selected.

VOTER FEEDBACK REFLECTED IN SELECTION

Sonoma County voters weighed in on their preferences and priorities, which were incorporated into the selection process.

A Voting System Replacement Survey was conducted March through April, 2018. Voters shared opinions and top concerns:

Support Replacement – 67%

Prefer paper ballots – 75%

Top 4 selection criteria – Security; Accuracy; Able to check ballot before casting; User-friendly.

Top 2 priorities for the new voting system – paper-based system (uses paper ballots); prevent hacking.

Voting System Brings New Benefits

Dominion's Democracy Suite version 5.2 offers several modern features. Democracy Suite 5.2 will process ballots more efficiently, and produce election results faster.

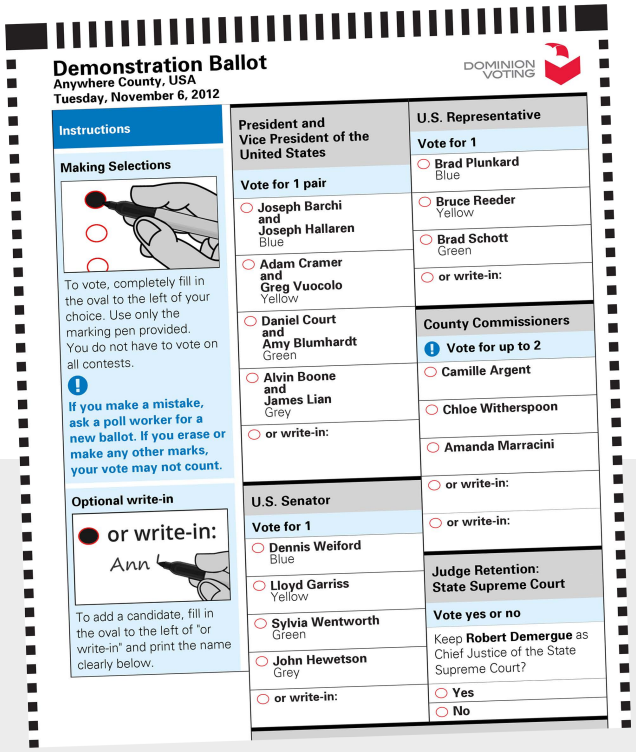
Democracy Suite 5.2 Benefits for Voters:

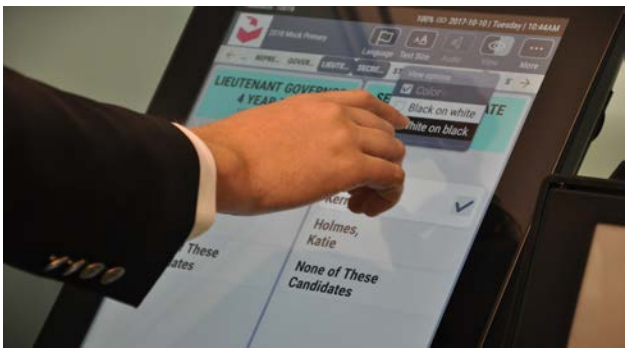
- Paper ballots personally cast by voters
- Faster delivery to military and overseas voters
- Single ballot card for most elections
- Audit trails throughout process
- Results updated throughout canvass
- Certify/release results faster

Democracy Suite 5.2 Benefits for Elections Officials:

- Automate "stuffing" vote by mail ballot envelopes
- Print ballots "on demand"
- Eliminate manual duplication of damaged/defective ballots
- Eliminate procedures, extra-help, and OT costs
- Reduce supply/paper waste
- Adaptable for other models of voting (e.g. Vote Centers)

Dominion's Democracy Suite 5.2 has modern features that will allow tally updates, and produce election results faster.





County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 21
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 14, 2018

Vote Requirement: Majority

Department or Agency Name(s): County Administrator's Office

Staff Name and Phone Number:
Sheryl Bratton, 707-565-2431

Supervisorial District(s):
All

Title: Tourism Impact Grant Funding Agreement Renewals

Recommended Actions:

1. Authorize the County Administrator, or designee, to delegate authority to renew agreements to extend the term to June 30, 2019 and make minor modifications to allow more time to non-profit partners Russian Riverkeeper on behalf of Clean River Alliance, Mark West Chamber of Commerce, Binational Health, Luther Burbank Memorial Foundation DBA Luther Burbank Center, Bodega Bay Fire Protection District, Coast Life Support District, and City of Sebastopol as well as the Department of Transportation and Public Works to complete grant work financed with FY 2017-2018 Tourism Impact for a total of $161,322.95;
2. Authorize the County Administrator, or designee, to amend this agreement to lengthen the time schedules and make minor modifications to the allowed uses that do not increase the amount awarded under the agreement; and
3. Adopt a Budget Resolution amending the Community Investment Fund Fiscal Year 2018-2019 by $161,322.95 to rebudget prior year awarded but unused Tourism Impact Measure L Funds.

Executive Summary:

Today's Actions would authorize the County Administrator, or designee, to renew a total of $161,322.95 in funding agreements with non-profit grantees to complete projects, and carry forward into the FY 2018-2019 budget unused prior year Tourism Impact funds by the same amount of $161,322.95.

Activities performed utilizing Community Investment Program funds are consistent with Government Code Section 26277.

Discussion:

Transient Occupancy Tax Funding

The Transient Occupancy Tax (Hotel/Motel Tax or Bed Tax) is levied at a rate of 12% in unincorporated Sonoma County. In 2016, voters approved Measure L, which authorized a 3% increase to the tax – from 9% to 12%. The first 9% of TOT is divided with 33% of revenues received going into the General Fund.

The remaining funds, including the Measure L funds, are allocated according to the Community Investment Fund Policy. The policy includes an allowance to finance programs that address tourism impacts.

Tourism Impact Funds
The Community Investment Fund utilizes a portion of funding to mitigate the impacts of Tourism with a program called the "Tourism Impact Fund." The Tourism Impact Fund was established after Measure L was approved, and distributes 10% of revenue from Measure L among the Supervisorial Districts, according to the percentage of TOT revenue collected in each District during the previous fiscal year. The Tourism Impact Fund was established to meet unique and urgent needs of areas within unincorporated Sonoma County that are most impacted by tourism.

Funds in this category may be used for activities such as safety improvements (e.g. lighted and/or marked crosswalks, traffic calming devices), environmental impact mitigation (e.g. removing trash from beaches, waterways, and areas with high tourist traffic), public safety (e.g. Fire Services), and other tourism mitigation activities, such as parking enforcement in heavily trafficked areas. Unused funds in a single fiscal year will be accounted for and available in following years.

On June 5, 2018 the Board awarded District 4 and 5 grants to the entities listed below. However, not all funds were expended before the end of the grant agreement term of June 30, 2018. Therefore, renewal of awards and associated agreements is needed to allow partners to complete the grant funded projects. Details of the proposals may be found in Attachment B.

District Four Funds: **$36,786**

Project	**Organization/ Department**	**Amount**
Russian River Clean up	Russian Riverkeeper on behalf of Clean River Alliance	$25,000
Rebuild Initiative	Mark West Chamber of Commerce	$6,000
Farm/Hospitality Worker Health Care	Binational Health	$2,000
Yearly Refresh	Luther Burbank Memorial Foundation DBA Luther Burbank Center	$3,786
	Sub-Total	**$36,786**

District Five Funds: **$124,536.95**

Project	**Organization/ Department**	**Amount**
Stryker Power Loading system for ambulance & rope rescue equipment	Bodega Bay Fire Protection District	$35,000
EMT/EMR training classes for TSR and CLSD	Coast Life Support District	$12,000
Clean River Alliance program funding	Russian Riverkeeper	$27,536.95

Sebastopol/Bodega Highway Pedestrian improvements	City of Sebastopol	$25,000
Occidental sidewalk connection project	Transportation and Public Works	$25,000
	Sub-Total	**$124,536.95**
	Grand Total	**$161,322.95**

The contracts' renewal will be executed by the County Administrator, or designee. The contracts require the County seal on promotional materials produced using the grant award, and will require submission of receipts to the County Administrator's Office for the total amount of the grant award.

Due to the scope and nature of projects funded by the Tourism Impact Fund, the project may require modification and/or work may not be completed during the award year, necessitating an extension of time or modification of allowed uses for the organization to complete the project. Therefore it is recommended that the County Administrator, or designee, be authorized to amend the contracts to lengthen the time schedules and make minor modifications to the allowed uses that do not increase the amount awarded under the agreement.

Activities performed utilizing Community Investment Program grants provided to non-profits will be consistent with Government Code Section 26277.

Prior Board Actions:

June 5, 2018: Board approved Fiscal Year 2017-2018 Tourism Impact Fund Awards

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Grant funds allow non-profit partners to advertise and grow local events and encourage tourism thereby promoting economic development and growth.

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	161,322.95		
Additional Appropriation Requested			
Total Expenditures	**161,322.95**		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	161,322.95		
Use of Fund Balance			
Contingencies			
Total Sources	**161,322.95**		

Narrative Explanation of Fiscal Impacts:

Funds are included in the Fiscal Year 2018-2019 budget.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Attachment A – Draft Board of Supervisors Budget Resolution
Attachment B – FY 2018-2019 Tourism Impact Award Data
Attachment C – Community Investment Fund Policy

Related Items "On File" with the Clerk of the Board:

FY 2018-2019 Community Investment Fund Grant Agreement

County of Sonoma
State of California

Item Number: _____

Date: August 14, 2018 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing Adjustments to the Board Adopted Budget for Fiscal Year 2018-2019 for the Community Investment Fund – Tourism Impact Fund.

Whereas, on October 3, 2017, the Board of Supervisors established the Tourism Impact Fund to meet unique and urgent needs of areas within unincorporated Sonoma County that are most impacted by tourism; and

Whereas, as stated in the Community Investment Fund Policy, unused Tourism Impact Funds in a single fiscal year will be accounted for and available in following years.

Now, Therefore, Be It Resolved that the Board of Supervisors hereby authorize an increase of $161,322.95 to the Community Investment Fund – Tourism Impact Fund for the Fiscal Year 2018-2019 Adopted Budget.

Fiscal Year 2018-2019 Expenditures		**Amount**
11015-16030100-53501	**Community Investment Fund**	
	Tourism Impact Fund	
	Total Expenditures	**$161,322.95**
Fiscal Year 2018-2019 Funding Sources		
11016-16030200-53501	**Community Investment Fund**	
	Fiscal Year 2017-2018 Tourism Impact Fund	
	Total Sources	**$161,322.95**

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

Community Investment Fund - Tourism Impact Fund Expenditure Recommendations By District

District 4 Available Funds:	**$36,786**			
Project	**Organization/ Department funds will be awarded**	**Amount of Funds to be awarded**	**How will the project help to mitigate the impacts of tourism?**	**How will the community benefit from this project?**
Russian River Clean up	Russian River Keeper on behalf of Clean River Alliance	$ 25,000	Clean River Alliance does clean ups along tourist impacted stretches of the river	Clean healthy river system
Rebuild Initiative	Mark West Chamber of Commerce	$ 6,000	The Mark West Chamber will support rebuilding in fire impacted areas with infastructure that will improve the safety and functionality of the area for residents and visitors.	The Mark West Chamber acts as an economic driver and community hub in the Mark West Area
Farm/Hospitality Worker Health Care	Binational Health	$ 2,000	Wine industry draws many low wage workers who are unable to afford health care, this program provides health care for them.	Better overall health care for the community
Yearly Refresh	Luther Burbank Memorial Foundation DBA Luther Burbank Center	$ 3,786	Yearly tourists use the center for events and to attend concerts. This will go toward the	The LBC acts as a cultural hub for the Mark West Community

Community Investment Fund - Tourism Impact Fund Expenditure Recommendations By District

District 5 Available Funds:	**$124,536.95**			
Project	**Organization/ Department funds will be awarded**	**Amount of Funds to be awarded**	**How will the project help to mitigate the impacts of tourism?**	**How will the community benefit from this project?**
Stryker Power Loading system for ambulance & rope rescue equipment	Bodega Bay Fire Protection District	$ 35,000	Increased public safety response to tourist generated calls	The community will also benefit with improved ability to respond to calls
EMT/EMR training classes for TSR and CLSD	Coast Life Support District	$ 12,000	Increased medical response for tourism generated calls	The community will also benefit with improved ability to respond to calls
Clean River Alliance program funding	Russian River Keeper	$ 27,536.95	Funds program to remove trash and pollutants from the roadways, creeks and river and assists in trash removal from homeless encampments	The community benefits from improved environmental and aesthetic benefits
Sebastopol/Bodega Highway Pedestrian improvements	City of Sebastopol	$ 25,000	Pedestrian safety project - highway 12 is impacted by tourism travel through Sebastopol to the coast	The community will also benefit with improved pedestrian safety
Occidental sidewalk connection project	Transportation and Public Works	$ 25,000	Pedestrian safety project connecting the art center/housing project with downtown	The community will also benefit with improved pedestrian safety

Adopted 07/08/86
Revised 10/02/01; 10/08/02; 09/12/03; 02/03/04; 04/18/06; 04/17/07; 05/10/11; 03/27/12, 6/10/13, 9/16/14, 2/10/15, 5/3/16, 6/13/16, 10/3/17, 6/5/18

COMMUNITY INVESTMENT FUND POLICY

I. SOURCE OF FUNDS

The Transient Occupancy Tax (Hotel/Motel Tax or Bed Tax) is authorized under State Revenue and Taxation Code Section 7280 as an additional source of non-property tax revenue to local government. This tax is levied in Sonoma County at a rate of 12%. The code does not require any specific use of the Transient Occupancy Tax (TOT). Funds developed as a result of the TOT may be utilized for General Fund, Community Investment Fund, or other purposes. Activities performed utilizing Community Investment Fund grants provided to non-profits must also be consistent with Government Code Section 26227.

II. POLICY STATEMENT

The Board of Supervisors wishes to invest in the community by supporting economic and workforce development, community non-profit grants, community services and safety, and program integrity and administration. The Board of Supervisors also wishes to encourage tourism in the County by supporting a series of promotional, community, and cultural activities through the use of Community Investment funds for: regional and national advertising, support of the community's spirit and its art/cultural programs, and promotion of other special events as deemed, by the Board, consistent with this Policy.

Funding levels will be established annually based on collections. In 2016, voters approved Measure L which authorized a 3% increase to the tax, bringing the total TOT rate to 12%. Measure L funds shall be tracked separately as described below. The Board of Supervisors has established a policy that 33% of the first 9% of TOT funds are designated to the General Fund, and the remaining funds will be used for community investments within this policy.

Entities who receive funding through the Community Investment Fund will be required to include the County of Sonoma logo and/or statement indicating sponsorship and/or support on all printed and online promotional materials, unless otherwise requested or agreed upon with the County.

III. ACTIVITIES ELIGIBLE FOR COMMUNITY INVESTMENT FUND GRANT AWARDS

A. Economic and Workforce Development

The Board desires to designate available funds towards projects and initiatives that stimulate and expand the county's economic vitality.

1. **Chambers of Commerce:**
   Funding may be provided to Chambers of Commerce serving unincorporated areas of Sonoma County or who provide countywide services. Chambers located in the unincorporated area of the county and those serving the entire county will be given priority and fully funded prior to funding consideration of municipal Chambers of Commerce. Allocation of funds will be based upon an up to 10% match of membership dues and private cash contributions that are discretionary revenue to the chamber and are not associated with a particular event, function or position. A maximum of $40,000 per year may be made available for Chambers of Commerce. Requests for funding can be made annually to the Economic Development Board.

2. **Visitors Centers:**
   Funding for Visitor Centers within the county may be considered at the discretion of the Board of Supervisors. For purposes of funding, Visitors Centers will be distinct from the Tourism Marketing Program. Requests for funding can be made annually to the Economic Development Board.

3. **Economic Development Board:**
   The Board of Supervisors has designated the Economic Development Board (EDB) to provide business assistance services to enable local businesses to maintain or expand their operations. The EDB will request funds annually through the budget process and will be considered at the discretion of the Board of Supervisors.

4. **Tourism Marketing Program:**
   As determined by the Board of Supervisors, the County will provide TOT funds for advertising and promotional efforts as provided by the Sonoma County Tourism Bureau (SCTB). Commencing with Fiscal Year 2018-19, the County's TOT contribution to SCTB shall be a sum equivalent of the first 1.25% of the 9% of TOT collected in the unincorporated Sonoma County. The county's TOT contribution is disbursed through the EDB budget.

5. **Visitor Way Finding and Signage:**
   Funding may be provided for permanent signage related to visitor way finding and area identification. These funds are intended for the installment and maintenance of permanent identification signs, not temporary or event promotion signs. Visitor Way Finding and Signage projects located in the unincorporated area of the county will be prioritized. A maximum of $100,000 per year may be made under this category. Requests for funding can be made annually to the Economic Development Board.

6. **Workforce Development and Scholarships:**
   Acknowledging that a qualified workforce is essential to the growing needs of the tourism industry as well as the overall health of the community, the Board of Supervisors has designated funds to support workforce development and to increase access to educational opportunities through scholarships. Workforce Development and Scholarships projects serving the entire county will be given priority. A maximum of $500,000 per year may be made under this category. Requests may be made annually for multi-year grants.

B. Community Services and Safety

The Board is committed to using a portion of TOT funds to improve community services as well as to mitigate the impacts of tourism in communities.

1. **Parks, Recreation, and Event Facilities:**
   The Board of Supervisors desires to provide TOT funds to County departments for recreational activities that benefit local tourism activities and the tourist industry, including, but not limited to, the Regional Parks Department and the Fairgrounds and Exposition, Inc., and Veterans Halls (under contract or managed by the General Services Department). Funding provided to the Regional Parks Department is allocated for operations and maintenance of existing park facilities only. Requests for TOT funds from County departments will be reviewed annually on a case-by-case basis and will be considered at the discretion of the Board of Supervisors.

2. **Fire Services:**
   The Board of Supervisors is committed to addressing potential impacts on visitors' and residents' safety as a result of high-impact tourism within the unincorporated areas of the county. See Section E(3) below which dedicates a total of 20% of Measure L revenue to be distributed to Fire Services within the unincorporated area annually.

3. **Affordable Housing and Homeless Services:**
   The Board of Supervisors recognizes that vacation rentals and other impacts from tourism result in an increased need in affordable housing. See Section E(4) below which dedicates a total of 13% of Measure L revenue to be distributed for affordable and workforce housing partnerships within the unincorporated area for housing and rent stabilization as well as for homeless services. Funds shall be allocated to the existing County Fund for Housing (CFH) as well as to homeless services needs, administrated by the Community Development Commission.

4. **Roads Funding:**
   To mitigate the impact of increased vehicles on roads in the unincorporated area of Sonoma County, the Board of Supervisors commits a total of 20% of Measure L revenue to Transportation and Public Works (TPW) for improvements to local roads. Funding will support projects included in the annual TPW Roads Plan. See Section E(1) below.

5. **Tourism Impact Fund:**
   This fund has been established to meet unique and urgent needs of areas within unincorporated Sonoma County who are most impacted by tourism. A total of 10% of Measure L revenue will be distributed to mitigate the impacts of tourism in communities. The Board of Supervisors will consider these needs on an ongoing basis throughout the year. Unused funds in a single fiscal year will be accounted for and available in following years. See examples of use in Section E(7) below.

C. Community Non-Profit Grants

The Board of Supervisors wishes to invest in the community by supporting non-profit grants to promote arts and cultural activities, agricultural industry, historical preservation activities, promotional activities which enhance tourism and industry, and/or local community events which encourage a sense of community.

Community Investment Fund grant awards will be based upon an evaluation of all application materials, with a focus on the return on investment and benefit to be gained, including potential tourism and business revenue, from providing financial support to the event/organization. Events and organizations who demonstrate ability to receive and/or contribute match funding or grants as the result of receipt of Community Investment Funds will be given priority consideration in the application review process and in consideration of amount of grant award. County funds are not to be used for individual business promotion or advertisement.

The following grant opportunities are available:

1. **Agricultural Promotion**
   The Board of Supervisors desires to support advertising campaigns and promotional activities directed by Sonoma County agricultural industries. Funds will be used to support advertising and promotional efforts of diverse organizations within the agricultural sector.
   Requests for funding can be made annually by non-profits entities and a maximum of $185,000 per year may be made available under this category.

2. **Historical Commissions**
   The Board of Supervisors desires to support historical preservation of the county's culture and historical records and architecture. A maximum of $60,000 per year may be made available for this category.

   The County has designated the Sonoma County Landmarks Commission to advise on the distribution of funds for preservation and restoration of historically significant buildings. Funding may be provided to this Commission to accept grant applications for the renovation, restoration and/or preservation of historical facilities.

   The Board has designated a Historical Records Commission to review and make recommendations regarding the maintenance and destruction and retention of records, which may be of historical significance. Funding under this category may be provided for these activities.

3. **Local Events, Organizations, and Economic Development Grants**
   The Board has established this category to assist small cultural, artistic, and countywide events and organizations as well as events occurring during the off peak tourism season (November 15 through April 15) with funding for advertising and economic development efforts that promote Sonoma County and encourage visitors to frequent the county throughout the entire year. Funds can also be allocated for activities that

support community organizations and will be made at the discretion of each Supervisorial District. Events and organizations will make requests annually to the Supervisorial District in which their event/organization exists.

$250,000 has been allocated for this category and will be divided equally among supervisorial districts to be used at the discretion of each district.

4. **Major County Events and Organizations**
The Board of Supervisors desires to promote major events and cultural and artistic organizations which draw countywide, regional, state and national interest as evidenced by widespread media promotion and which can demonstrate a significant population of participants and visitors from outside the county. A maximum of $300,000 per year may be made available for advertising and promotion of major events and organizations within this category.

The following general guidelines apply to this category:

a. Must demonstrate overall attendance either at a single event or through a series of events in excess of 15,000, with significant (20% or more) demonstrated attendance from out of the county.

a. Must demonstrate extent of out-of-county attendance and demonstrate link to overnight stays from attendees.

b. Must demonstrate advertising expenses exceeding $25,000, of which the Advertising funds being requested must not exceed 50% of total advertising expenses for the event or organization.

c. Must demonstrate a major advertising campaign plan focused outside of the county.

d. Must demonstrate the extent to which the event, season series, exhibit, or marketing effort will support the county's economic development in the form of local job promotion, local education contribution, and/or local business-chambers of commerce-visitors centers partnerships.

e. In addition to advertising and promotional efforts, funds may also be used to support Sonoma County based documentary films that document and promote or maintain a historical record of the region, culture, community and arts. The following general guidelines will apply:

    - Must demonstrate historical, current social issues, cultural, regional or specific human experiences in Sonoma County that raise awareness and create an impact upon the viewing audience.
    - Must have real, factual situations and circumstances which leave audiences better informed.
    - Must provide detail of advertising/promotional campaign activities, including the type of advertising and region(s) of promotion.

- Must be able to demonstrate that the film will be exhibited publicly, including but not limited to broadcast and cable television, and Internet transmission.
- Applicant must provide a production timeline including release date of film and the cost of the activity in relation to the amount of grant funds requested.

The maximum advertising fund contribution which can be applied for is $50,000. Funds are only to be used for advertising and promotion of the events and not towards the cost of event production.

The following will be requested as part of the application process for all events and organizations who apply for advertising funds under this category. This information is not required and failure to provide will not result in disqualification, however, the information will be used to determine grant awards and amounts based on demonstrated ability to most effectively promote tourism, agricultural, and/or economic development.

a. A complete Community Investment Fund grant application (form provided by the County);

b. A completed post-program/event report containing results and benefits of prior year activities and events, if the entity received Community Investment Funds in the previous fiscal year (form provided by the County);

c. Detail the advertising/promotional campaign for which advertising funds are being requested, including the type of advertising and region(s) of promotion;

d. Detail how these activities will promote attendance, including expected attendance, overnight stays, and visitor spending; and

e. Detail how the County of Sonoma organization will be promoted as an organization/event sponsor in advertising materials, available event/booth attendance, and other such activities. Information should also be provided on available sponsorship packages.

f. Must include details of other funding support from local organizations or local government entities.

5. Seasonal and Off Peak Programs

The Board of Supervisors desires to promote seasonal programs, events, and cultural and artistic organizations as well as events that occur during the off peak tourism season (November 15 through April 15) which draw countywide and regional interest and which can demonstrate participants and visitors from within and/or outside the county. The program will pay for the direct cost of advertising. A maximum of $50,000 per year may be made available under this category.

The maximum advertising fund contribution which can be applied for is $5,000. The following general guidelines apply to this category:

a. Must detail overall attendance from in and/or outside of the county.

b. Must demonstrate local and/or out of county advertising campaign plan.

c. Must demonstrate the extent to which the event, seasonal program, exhibit, or marketing effort will support the County's economic development in the form of local job promotion, local education contribution, and/or overnight stays from attendees.

d. Must provide a budget of total advertising expenses in relation to the amount of grant funds being applied for.

e. Must include details of other funding support from local organizations or local government entities.

D. Program Integrity and Administration

The Board of Supervisors desires to provide Community Investment funds for certain county departmental activities that benefit local tourism activities and the tourist industry, and which preserve and promote Sonoma County history. Community Investment funds may be used for salaries of County employees when participating in activities funded by Community Investment funds. Administrative costs (including collection, audit, program coordination, consultant, and legal services) should not exceed 10% of the estimated and/or budgeted TOT revenues.

Request for Community Investment funds from departments will be reviewed annually on a case-by-case basis.

1. **Collections/Audit Services:**
   Revenue and tax collection services and program and grantee audit services are provided for this Program. Funding shall be recommended by the County Administrator's Office annually to fund these activities.

2. **Legal Services:**
   Legal guidance, advice, interpretation and other related services are provided for this Program. Funding shall by recommended be the County Administrator's Office annually to fund these activities.

3. **Program Administration Services:**
   Administration of this Program, including policy management and review, budget management and review, application review and recommendation, contract management, claims processing, and other related activities are provided by the County Administrator's Office. Funding shall by recommended be the County Administrator's Office annually to fund these activities.

E. Measure L Revenue

The Board of Supervisors will track and distribute the 3% "Measure L increase" to TOT separately. The categories established for Measure L funding distribution are based on the educational information provided to voters as part of the Measure L campaign. Amendments to these funding commitments will be considered at the discretion of the Board of Supervisors.

1. **Roads Repair and Improvement, 20%**
   To mitigate the impact of increased vehicles on roads in the unincorporated area of Sonoma County, the Board of Supervisors commits a total of 20% of Measure L revenue to Transportation and Public Works (TPW) for improvements to local roads. Funding will support projects included in the annual TPW Roads Plan.

2. **Regional Parks, 20%**
   A total of 20% of Measure L funds will be used to fund Regional Parks, effective for Fiscal Year 2017-18 and Fiscal Year 2018-19. Funding in this area for the Regional Parks Department will be prioritized to increase public access and support the development of new park facilities.

3. **Fire Services, 20%**
   It is in the interest of the county to provide for the safety and emergency care of residents and visitors. The tourism industry, while beneficial for the health and economy of the county, can strain the agencies responsible for emergency response. To help alleviate this strain and to encourage greater regional consolidation within the county's fire system, funds will be directed at the discretion of the Board of Supervisors to the Fire and Emergency Services Department for distribution. The Department will make recommendations for investment in the county fire and emergency response system based on input from the Fire Services Advisory Council and county-wide needs. The Board of Supervisors will prioritize recommendations that further regional consolidation, provide equipment and personnel support in high risk areas, and provide increased response coverage in underserved/high risk areas of the county.

4. **Affordable Housing, 13%**
   The Board of Supervisors recognizes that vacation rentals and other impacts from tourism result in an increased need in affordable housing. A total of 13% of Measure L revenue will be distributed for affordable and workforce housing partnerships, for housing and rent stabilization, and for homeless services. Funds shall be allocated to the existing County Fund for Housing (CFH) as well as to homeless services needs, administrated by the Community Development Commission.

5. **Code Enforcement and Operator Compliance, 8%**
   A total of 8% of Measure L funds will be used to enhance administration of this Program, including revenue and tax collection services and program and grantee audit services as well as code enforcement and operator compliance related activities. Funding shall be recommended by the County Administrator's Office within the annual budget process to fund these activities.

6. **Event Facilities Improvements, such as Veteran's Halls, 9%**
   The Board of Supervisors desires to provide 9% of Measure L funds to County owned facilities that enhance recreational activities that benefit local tourism and the tourist industry, including, but not limited to Veterans Halls (under contract or managed by the General Services Department).

7. **Tourism Impact Fund, 10%**
   This fund has been established to meet unique and urgent needs of areas within unincorporated Sonoma County that are most impacted by tourism. A total of 10% of Measure L revenue will be distributed to mitigate the impacts of tourism in communities. The Board of Supervisors will consider these needs on semi-annual basis. Funds will be allocated to each Supervisorial District proportionate to the amount of TOT collected by the District in the previous fiscal year. Unused funds in a single fiscal year will be accounted for and available in following years.

   Funds in this category may be used for activities such as safety improvements (e.g. lighted and/or marked crosswalks, traffic calming devices), environmental impact mitigation (e.g. removing trash from beaches, waterways, and areas with high tourist traffic), public safety (e.g. Fire Services), and other tourism mitigation activities, such as parking enforcement in heavily trafficked areas. Requests for funding will be processed through the County Administrator's Office on a semi-annual basis. Staff will present recommendations for funding to the Board of Supervisors for approval.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 22
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date:	August 14, 2018	**Vote Requirement:**	Majority

Department or Agency Name(s): County Administrator's Office

Staff Name and Phone Number:	**Supervisorial District(s):**
Sheryl Bratton, 565-2431	All

Title: Federal Advocacy Professional Service Agreements

Recommended Actions:

Authorize the County Administrator to execute agreements for federal advocacy services:

A) Van Scoyoc Associates for a term of July 1, 2018 – December 31, 2020 at a rate of $5,000 per month to provide federal legislative advocacy related to health services, transportation, and tribal issues, and to include overall legislative coordination and strategy; and
B) Alcalde & Fay for a term of July 1, 2018 – December 31, 2020 at a rate of $4,500 per month to provide federal legislative advocacy related to general needs and to include overall legislative coordination and strategy.

Executive Summary:

Federal legislative advocacy has been critical to the County's recent recovery efforts in addition to maintaining and generating new sources of federal funding for Sonoma County. Federal revenue for Sonoma County priority areas is under increased threat from legislative or programmatic reductions. Continued legislative advocacy efforts are critical to advancing key issues and programs.

The County currently has contracts with Alcalde & Fay and Van Scoyoc Associates which were awarded after a solicitation process in 2013. In 2013, a request for proposals was released by the County Administrator's office to a comprehensive list of firms. Five proposals were received in response to the request and a decision was made to award to three firms in order to leverage specific areas of expertise including Alcalde & Fay and Van Scoyoc Associates. The third agreement, with Bluewater Strategies has not been renewed.

In response to the October 2017 wildfires, the County's legislative advocacy focus shifted largely to the County's recovery efforts. Given the ongoing advocacy efforts for recovery and recent staff changes in legislative affairs, it is recommended that we maintain existing agreements with contractors that are familiar the county's federal advocacy history and the recent activities related to wildfire recovery efforts.

Discussion:

Van Scoyoc Associates

Van Scoyoc Associates (VSA) is an independent full-service government affairs firm in Washington, D.C. and uses affiliated firm Capital Decisions, Inc. (CDI) to support County efforts. VSA/CDI is focused on three federal issues for the County: health care, transportation, and tribal issues.

CDI provides federal advocacy to the County on health care related issues. During this legislative session, CDI has provided consistent updates related to the County priorities in addition to providing input to the County's federal legislative platform. CDI also supports the County's advocacy efforts in Washington, D.C. by arranging and participating in meetings with key federal policymakers on priority issues related to health care.

CDI has actively advocated for the Affordable Care Act. While congressional repeal and replace efforts were unsuccessful in 2017, the effort by the current Administration to undo the law by regulation continues and CDI will support the County's efforts to monitor and guide our advocacy on this issue.

CDI advocacy efforts this session include:

- Reauthorization of The Maternal, Infant, and Early Childhood Home Visiting Program as part of the Bipartisan Budget Act of 2018
- Portions of the Trauma-Informed Care for Children and Families Act are included in the Opioid Crisis Response Act, S. 2680, which was unanimously approved by the Senate Health, Education, Labor and Pensions (HELP) Committee in April. S. 2680 may be voted on by the full Senate as part of a legislative package to address the opioid misuse and overdose epidemic

CDI is participating in the development of the Sonoma County 2019-2020 Legislative Platform by providing federal legislative updates related to health care.

VSA provides federal advocacy to the County on transportation related issues. During this legislative session, VSA has provided consistent updates related to the County priorities in addition to providing input to the County's federal legislative platform. VSA also supports the County's advocacy efforts in Washington, D.C. by arranging and participating in meetings with key federal policymakers on priority issues related to transportation and tribal issues.

Recent transportation advocacy in key priority areas include providing the County with information on new Administration nominations which impact transportation efforts, in addition to consistent communications on federal appropriations and grant opportunities.

VSA transportation advocacy efforts this session include:

- FY 2018 and FY 2019 Department of Transportation appropriations summaries
- Federal Aviation Administration Reauthorization bill summary
- One Federal Decision Memorandum of Understanding (MOU) which established a coordinated process for environmental reviews of major infrastructure projects
- Grant information on Transportation Investment Generating Economic Recovery and Transit Bus grant opportunities

VSA has also actively engaged County transportation staff by providing transportation updates via email and discussing relevant updates via conference calls, in addition to guiding efforts to seek support from local delegation members.

VSA also provides federal advocacy to the County on tribal related issues. During this legislative session, VSA has provided consistent updates related to the County tribal related priorities in addition to providing input to the County's federal platform.

VSA tribal updates include:

- Policy updates on the fee-to-trust application process, placing decision-making authority with the Deputy Secretary
- Mark up of the Lytton Rancheria Homelands Act H.R. 597
- Bureau of Indian Affairs appointments

VSA continues to seek opportunities to inform legislative advocacy in support of the County's recovery and resiliency efforts. VSA is currently participating in the development process of the Sonoma County 2019-2020 Legislative Platform by providing federal legislative update related to transportation and tribal related issues.

Alcalde & Fay

Alcalde & Fay, an independent advocacy firm, has served as the County's primary advocate on general legislative issues. Alcalde & Fay has a proven track record of serving the County, by advocating for funding within the Army Corps of Engineers budget for dredging of Bodega Bay and the Petaluma River, two priority projects for the County. Alcalde & Fay has also been a primary advocate in supporting recent recovery efforts.

During this legislative session, Alcalde & Fay has advocated to federal agencies on our behalf to increase appropriations in programs of direct impact to the County in addition to providing updates in County priority areas. Alcalde & Fay continues to monitor the Emergency Management Performance Grants (EMPG), Family Violence/Battered Women's Shelters, Geothermal Royalties, Section 8 Housing Choice Voucher Program, and Homeless Assistance Grants.

Alcalde & Fay updates include:

- Continued monitoring of EMPG as it was not increased in FY 18 and the Administration has sought a $71 million cut to the program in FY 2019
- Family Violence/Battered Women's Shelters program increase of $9 million as part of the FY 2018 Omnibus appropriations bill and the Administration did not seek to return to FY 17 funding level in FY 2019
- Geothermal royalties to counties eliminated in FY 2019 Administration proposed budget; however, the proposal was rejected by both the House and Senate in their Interior spending bills and currently undergoing conference negotiations
- Section 8 Housing Choice Voucher Program inclusion in the FY 2018 Appropriations bill and included an increase of $1.2 billion for voucher renewals. The FY 2018 omnibus included an increase of $130 million from FY 2017

Alcalde & Fay is participating in the development of the Sonoma County 2019-2020 Legislative Platform by providing federal legislative updates on general county issues.

Staff recommends the approval of federal advocacy services agreements with current firms through December 31, 2020 to continue federal legislative advocacy related to fire recovery and to allow for the development of a legislative platform informed by recent efforts with current Administration. Request for proposals for federal advocacy services will be released in the fall of 2020 to allow for potential contractor transitions at the end of the 2020 legislative session.

Prior Board Actions:

June 24, 2014: Board awarded contracts for federal advocacy services with Van Scoyoc Associates, Alcalde & Fay, and Bluewater Strategies after a Request for Proposals process
November 3, 2009: Board awarded contracts for federal advocacy services with Madison Government Affairs, Inc. and Alcalde & Fay after a Request for Proposals process
November 20, 2012: Board extended the contracts for 1 year with direction to conduct a competitive solicitation in 2013

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary

Expenditures	**FY 17-18 Adopted**	**FY 18-19 Projected**	**FY 19-20 Projected**
Budgeted Expenses	114,000		
Additional Appropriation Requested			
Total Expenditures	**114,000**		
Funding Sources			
General Fund/WA GF	114,000		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	**114,000**		

Narrative Explanation of Fiscal Impacts:

This amount is budgeted from General Fund resources. These advocacy agreements allow the County to strengthen Board and Department led efforts in protecting and enhancing state and federal revenues. The County receives approximately between $470-500 million in intergovernmental revenues annually. These sources are often at risk from federal and state policy changes.

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			
Professional Services Agreements for federal advocacy			

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 23
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 14, 2018

Vote Requirement: Informational Only

Department or Agency Name(s): County Administrator's Office

Staff Name and Phone Number:
Michael Gossman, 565-2341

Supervisorial District(s):
All

Title: Recovery Update

Recommended Actions:

Receive update from the Office of Recovery and Resiliency on the status of recovery operations, planning, seeking of funding opportunities, community engagement and status of recovery plan.

Executive Summary:

The aftermath of the October 2017 Sonoma Complex Fires presents ongoing risks to the residents, property, and environment of Sonoma County. Office of Recovery and Resiliency staff provides the Board regular updates on recovery efforts, including debris removal and other structural developments; external funding efforts; relevant legislation; ongoing community engagement; and status of the Recovery & Resiliency Plan being prepared by the Office.

Discussion:

In the early morning hours of October 9, 2017, County staff activated the Emergency Operations Center in response to the Sonoma Complex Fires, which burned 173 square miles and destroyed over 7,000 structures, including 5,300 homes. During the response phase, the County began planning for the recovery from the fires. On December 19, 2017, the Board of Supervisors established the Office of Recovery and Resiliency (Office) with the mission to develop a strategy that addresses the immediate and long-term recovery and resiliency efforts needed to help Sonoma County rebuild and recover from the wildfires. This Office continues to actively pursue recovery efforts, and to work with other County departments, agencies, and districts to assist Sonoma County residents in the process of rebuilding.

In an effort to keep the Board and community informed about the most current developments in the County's recovery efforts, the Office prepares a standing agenda item for each Board meeting, typically included on the consent calendar. Each update includes information on: (1) Ongoing Recovery Efforts and Structural Changes; (2) Recovery Related External Funding Opportunities; (3) Legislative Update; and (4) highlights of activities on the horizon (Looking Forward). New items and updated counts and figures are in bold.

1. Ongoing Recovery Efforts and Structural Changes

A. <u>Debris Removal</u>

1. Debris removal is in the final stages for both the Government-Sponsored Program and the Alternative Program (private debris removal). About 25 percent of property owners who lost homes opted to use a private contractor for debris removal.
2. Government-Sponsored Program:
   A. Active properties: **3,689**
   B. Properties cleared by Army Corps of Engineers: **3,689**
   C. Properties returned to owners by County to start rebuilding: **3,689**
3. Private Debris Removal:
   A. County: **763** residential properties accepted; **717** certified as finished and ready to rebuild
   B. City: **450** properties accepted; **433** finished and ready to rebuild
4. USACE Hotline:
   A. The U.S. Army Corps of Engineers in May stopped accepting new debris removal complaints on its hotline for Sonoma County. The Office of Recovery & Resiliency has assumed the role of receiving new debris complaints via a new number (707-565-1222).
5. Over-Excavation Program:
   The California Office of Emergency Services is working with the City of Santa Rosa and County to address over-excavation issues that occurred as part of the Government-Sponsored Debris Removal Program. Cal OES is assessing properties. For properties that meet over-excavation criteria, the State's contractor is working to replace soil to appropriate elevations. As of July 27, **586 requests for site assessments have been received; 252 have been ruled eligible for backfill program; 12 sites are pending eligibility; backfilling of 102 sites has been completed.**
6. Free chipping service:
   A free chipping program to assist with removal of burned vegetation debris and to help residents create defensible space around homes and reduce vegetation along access routes is being offered through Sonoma County Fire and Emergency Services. County crews will come to homes and chip for three hours for free. For more information, including how to apply, use this link: https://sonomacounty.ca.gov/FES/Fire-Prevention/Curbside-Chipper-Program/
7. Burned trees/vegetation along County roads
   A. Transportation and Public Works has awarded a contract to Piazza Construction to have brush and felled trees removed on Bennett Valley Road. Contracts to have brush and felled trees removed on Lawndale and Schultz roads will be awarded soon, with all work starting in August.
   B. TPW is working with County Fire and Emergency Services and PG&E on vegetation management within the road right-of-way.
   C. TPW will be bringing an item to your Board to approve a contract for guard rail installation to replace the posts and guardrails burned during the fires.

8. Two cameras installed, quickly used to battle wildfires

Two fire cameras were recently installed and are now operational in Sonoma and Lake counties through a partnership between Sonoma Water and the University of Nevada, Reno.

The first camera was installed on Pine Mountain in Cloverdale on July 27. Cal Fire as incident commander made use of the new tool almost immediately. On August 5, another fire camera was installed at Mount Konocti in Lake County. Cal Fire again quickly took control of the camera to assist in fighting the Mendocino Complex Fires. The state-of-the-art system uses near-infrared technology for night vision, and allows fire officials to take control of the cameras during wildfire emergencies to monitor fire and weather activity. The two cameras are part of a larger pilot project approved for funding on August 7, 2018, by your Board to install a wider network of fire cameras that will monitor Lake Sonoma and surrounding areas. Sonoma Water's leadership in initiating the project is a successful first step in collaborating with partners to improve the County's situational awareness and protect the drinking water supply for more than 600,000 residents in Sonoma and Marin counties. The project is a collaboration among numerous agencies, including Sonoma Water, Sonoma County Fire and Emergency Services, Sheriff's Office, County Information Services Department, County General Services Department, Pepperwood Preserve, Fairfield Osborn Preserve, Sonoma State University, The Regents of the University of California, Scripps Institution of Oceanography (UC San Diego), and the AlertWildfire consortium of universities. Members of the public can monitor both cameras and others as they become active on the University of Nevada, Reno - Nevada Seismological Laboratory website at www.alertwildfire.org/northbay/ The first hour of footage from Mount Konocti is available at www.youtube.com/watch?v=zjE6MPLM3QY.

B. Renewal Enterprise District and Build/Rebuild Ad Hoc Update

The Renewal Enterprise District (RED) is being proposed by the Build/Rebuild Ad Hoc committees of the County and City of Santa Rosa to provide financing and regulatory certainty for housing projects and supportive infrastructure within targeted development areas of Sonoma County. Your Board authorized moving forward with development of a Joint Powers Authority (JPA) between the County and the City of Santa Rosa on June 13, 2018; similar direction from the City Council was given on July 10, 2018.

Members of the Ad Hocs have identified that current regulatory, land use and financing systems create barriers to the development of new housing, and this situation is severely compounded by the loss of some 5,300 homes in the wildfires. A new regional construct that lowers cost and reduces development risk is required to enable Sonoma County communities not only to rebuild lost housing, but also address the severe, already existing shortage. To tackle these issues, RED seeks to regionalize housing production, pool and leverage financing and funding, share risks and benefits of development in new ways, streamline environmental review while providing confidence in good projects, and put equity, affordability and climate solutions in the center of our local economic strategies.

As being drafted, RED will have a governance structure that gives it broad authority to pool and leverage financing and will enable streamlined environmental review for local plans and projects that meet goals for density, use of climate-smart and resilient technologies, protection of community separators, and affordability and equity. RED will build on existing regional planning

efforts, and focus its regulatory and financial incentives on developments within locally designated employment investment and priority development areas.

Next steps for RED:

1) Form Joint Powers Authority
   a) Work with Ad Hocs to develop JPA
   b) JPA will come back to Board for approval, along with start-up budget
2) Track and support legislation
3) Continue to facilitate development projects that meet RED objectives
   a) Formalize RED criteria
   b) Actively pursue new capital sources to incentivize target development types
   c) Prepare County-owned property for development
4) Deepen collaboration with array of public and private partners
   a. Work with Ad Hocs to articulate two-year work plan

C. Rebuilding Permits

1. County has issued **408 building permits for homes**; **3 homes have been finished; 227 permits are in process**. For latest numbers, go to http://sonomacounty.ca.gov/PRMD/Administration/Rebuilding-Permits-Data/
2. City of Santa Rosa has issued **620 building permits for homes**; **7 homes have been finished; 316 permits are in process**. For latest numbers, go to https://www.srcity.org/2675/Rebuilding

2. Recovery-Related External Funding Opportunities

A. Disaster Recovery Consulting Services Agreement

On July 10, 2018 your Board authorized the County Administrator to execute the Agreement for Consulting Services with Horne, LLP (Consultant) for as-needed disaster recovery consulting services and grants management support for Federal disaster funding for a term of three years, with the option for two 1-year extensions. Your Board also authorized the County Administrator, or designee(s), to issue and execute Task Orders per disaster recovery funding stream, up to total amounts not to exceed those specified in the Agreement. Each Task Order will reflect specifics of programming and projects and other circumstances, allowing the County to scale up or down as disaster recovery needs are identified and evolve. Individual Task Orders will be issued by the Office of Recovery and Resiliency for respective programs, projects, grant applications, or other disaster recovery-specific services, as authorized and overseen by the County Administrator. The Office of Recovery and Resiliency is currently developing the first Task Orders for the following activities:

1. CDBG-DR General Pre-Award Activities (capacity assessment, unmet needs assessment, attend community meetings, meet with key leaders and staff, provide trainings, coordinate with State)
2. FEMA HMGP Application Development

Consultant will likely assist with FEMA Public Assistance in upcoming Task Orders, and they may assist with other recovery-related external funding needs as well. Your Board will receive a presentation from the Consultant in September.

B. Community Development Block Grant – Disaster Recovery

Announcement of $212 million: On April 10, 2018 the U.S. Department of Housing and Urban Development (HUD) issued a press release stating that California would be receiving $212 million to support long-term disaster recovery through the Community Development Block Grant – Disaster Recovery (CDBG-DR) program. This allocation is a portion of the total $28 billion that HUD set aside for disaster recovery efforts in nine states, Puerto Rico, and the U.S. Virgin Islands. The $212 million appropriated to California consists of two awards: $124 million for unmet disaster recovery needs, and $88 million for preparedness and mitigation.

Eligible Uses of Funds: Eligible uses of these funds often include new housing construction and housing rehabilitation, preparedness and mitigation measures to reduce costs of future disasters (including use of fire resistant materials, design and location), repair or replacement of damaged infrastructure and public facilities, economic revitalization, and long-term recovery. To be eligible, projects and programs must demonstrate that they serve a need not being met by other funding sources. Eligible recipients of funds are state and local governments. These funds do not provide individual cash assistance to fire survivors, but rather fund projects and programs that benefit impacted households and businesses. All funded activities must clearly address an impact of the October fires. Funds are targeted to benefit low and moderate income persons, to prevent and eliminate slums and blight, and to meet urgent needs.

Current Status: The April 10, 2018 announcement is the official notice regarding these funds. These funds were allocated by congress to HUD. HUD is to follow the allocation with publication of a Federal Register Notice allocating the funds to grantees and outlining and waivers and alternative requirements for the CDBG-DR funds. The Federal Register Notice has not yet been released. Assuming the yet-to-be-released Federal Register Notice is similar to other recent notices issued, the grantee will likely be the State of California, and the program will be administered by the California Department of Housing and Community Development (HCD). The Federal Register will likely lay out the following set timelines for the grantee (likely to be HCD) to submit required documents:

1. Grantees have 60 days from the release of the Federal Register Notice to submit Financial Management and Grant Certifications Checklist and the Implementation Plan and Capacity Assessment to HUD.
2. Grantees have 120 days from the release of the Federal Register Notice to submit an Action Plan, which includes an unmet needs analysis, method of distribution, proposed programs, and other administrative requirements outlined in the Federal Register Notice.

While it remains to be determined by HUD, State HCD anticipates that the Federal Register Notice regarding the $124 million for unmet disaster recovery needs will be published first, and the Federal Register Notice for the $88 million in mitigation to be posted separately. This is entirely dependent on HUD, however. This funding will not be available for projects within

Sonoma County until 2019 or later, although significant work will be undertaken leading up to that.

Activities To Date: The Office of Recovery and Resiliency and the Community Development Commission are actively collaborating with one another, the City of Santa Rosa, other partners, and State HCD regarding next steps. The County and the City of Santa Rosa continue to provide HCD with data for the disaster recovery unmet needs analysis. The unmet needs analysis should include information on all sectors of unmet needs: housing, economy, safety net, social services, environmental, infrastructure, etc. This information will inform development of the Statewide Action Plan. The Office of Recovery and Resiliency and Community Development Commission are working with County departments and partners, such as Rebuilding Our Community Sonoma County, to identify and collect appropriate data for the unmet needs analysis.

C. FEMA Hazard Mitigation Grant Program

Background: County Departments and Districts submitted Notices of Interest to the California Governor's Office of Emergency Services (Cal OES) for the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP) on January 30, 2018 for DR-4344, March 15, 2018 for DR-4353, and June 15, 2018 for round 2 of DR-4344. FEMA HMGP can fund up to $5 million or 75% of total project costs (whichever is less) for projects that eliminate or reduce damage from future natural disasters. Cal OES estimates that there is approximately $333 million statewide in available funds from the October fires, also known as DR-4344, and approximately $56 million statewide from the December Southern California fires, known as DR-4353. In California, these funds are administered by the Cal OES HMGP Grants Management Unit. The funding is open and competitive statewide for both DR-4344 and DR-4353. The HMGP can be used to fund projects to protect either public or private property, and can be to mitigate any natural hazard, not only wildfires.

Current Status: The County, along with the Sonoma County Water Agency, and the Sonoma County Agricultural Preservation and Open Space District are working to develop 20 potential HMGP applications, with a deadline for submittal to CalOES by September 4, 2018. The list of potential HMGP applications is attached to this Board item. Your feedback is welcome on these potential projects.

The countywide Grant Steering Committee has been working with Departments and Districts to determine and prioritize feasible grant applications based on success criteria, match funding sources, and leadership priorities. The Grant Steering Committee has met regularly since April to review and strategize pursuing eligible HMGP projects, and will continue to do so as needed. The list of applications in development changes weekly based on match funding sources, project developments, and capacity. Each application requires approximately 200 hours of labor, thus they are costly and must be pursued strategically. Additionally, each application competes against the others – even with the significant funding this is anticipated to be highly competitive, and all Sonoma County applications will compete against one another. We anticipate the list of final applications submitted to continue to evolve. For those

applications that are not moving forward under FEMA HMGP, the Grant Steering Committee is seeking appropriate alternative funding sources.

DR-4344 Round 1 HMGP Applications Submitted on July 2

- 8 applications submitted
  - $17.4 million in total project costs ($13.1 million in federal share, $4.3 million in local match). $500,000 in general fund match.
  - Applications submitted by Community Development Commission (1), General Services (1), Sonoma County Water Agency (3), and Transportation and Public Works (3)

DR-4353 HMGP Applications In Development for September 4

- 2 applications being considered for development

DR-4344 Round 2 HMGP Applications In Development for September 4

- 18 applications being considered for development

Between DR-4353 and DR-4344 Round 2, due on September 4, 2018, there remains a total of 20 NOIs being considered for development. These are from Fire and Emergency Services (4), General Services (4), Information Systems Department (2), Regional Parks (1), Permit Sonoma (4), Open Space District (1), Sonoma County Water Agency (1), Transportation and Public Works (3). The current totals for these potential HMGP applications are: $61.9 million ($32.6 million in federal share, $29.3 million in local share), with $27.4 million in potential general fund local share. Updated NOI lists are attached. Members of your Board are invited to comment on the lists.

After meeting the July 2 and September 4 deadlines, Cal OES will then review the applications and determine which will be submitted to FEMA for review and final approval. All projects receiving HMGP grant funding must be completed within three years.

D. <u>FEMA Public Assistance</u>

The Disaster Finance Team (consisting of participants from the Auditor-Controller Treasurer-Tax Collector, County Administrator's Office, and County Counsel) is working with FEMA and Cal OES to prepare 22 project worksheets to claim reimbursement for response and recovery costs associated with the October 2017 fires, as well as repair/replacement costs for damages sustained to County property that are not covered by the County's insurance policies. These claims are being submitted through the FEMA Public Assistance Program.

As of July 27, 2018, the Disaster Finance Team estimates the County's total disaster related costs qualifying for FEMA's Public Assistance Program will be approximately $37M, of which we anticipate the County will be reimbursed approximately $36M over the next 2 to 5 years. FEMA has obligated 13 of the 22 projects and the County has received $9.1M in expedited reimbursement funding and $246K for small permanent projects managed by Regional Parks and Transportation and Public Works.

The Disaster Finance Team is in the process of collecting and reviewing supporting documentation for approximately $13M ($1.9M paid out) in Mutual Aid/Assistance provided

by 85 law enforcement agencies, 17 EMMA jurisdictions, 12 shelters, and 12 agencies through the Department of Health during the fires and continues to work with FEMA, CAL-OES and County Departments to finalize the remaining **9** project worksheets. Claims for reimbursement will be filed with FEMA as additional disaster related costs are incurred and documentation is compiled. The Disaster Finance Team is also in the process of reviewing labor reports and personnel activity logs, and working with County Departments to reconcile approximately $6M in fire related labor costs that may be eligible for reimbursement.

E. Economic Development Administration – Disaster Supplemental Funding

Economic Development Administration (EDA) has an open funding opportunity to award grants to eligible entities to address economic challenges in disaster-impacted areas. Multiple County departments are considering potential projects, including the following four. Other projects are also being explored for eligibility.

1. Project 1 - Revolving Loan Fund: Sonoma County Economic Development Board as lead applicant. Revolving loan fund to provide credit to Sonoma County entrepreneurs who are traditionally excluded or denied loans from mainstream financial institutions.
2. Project 2 – Broadband Expansion: Sonoma County as lead applicant. The EDB is working with the Office of Recovery and Resiliency, Department of Transportation and Public Works, and Information Systems Department to develop a project for the design/engineering and potential installation of broadband in rural areas of the County that serve local businesses, promote job creation/retention, and economic resiliency.
3. Project 3 - Regional Construction and Trades Training Center: Santa Rosa Junior College as lead applicant. The EDB is working closely with EDA officials, local construction/trades stakeholders, and Santa Rosa Junior College to propose building a Construction Training Center to train the county's construction workforce of the future.
4. Project 4 - AgTech Incubator: Santa Rosa Junior College as lead applicant. The EDB has engaged in preliminary talks with Benjamin Goldstein, Dean of Agriculture/Natural Resources & Culinary Arts at SRJC. The project goal would be to create a business incubator at the SRJC to develop a possible "talent pipeline" for local agriculture and food/beverage manufacturing. This project concept has support from the SRJC and EDA.

F. **CAL FIRE Grants for Fire Prevention**

On June 6, 2018, two grants were submitted by County departments to the CAL FIRE Fire Prevention grant program. The CAL FIRE Fire Prevention grant program, funded by the California Climate Investments (CCI) fund, aims to reduce the risk of wildland fires to habitable structures and communities, while maximizing carbon sequestration in healthy wildland habitat and minimizing the uncontrolled release of emissions emitted by wildfires. Grant applications were due June 6, 2018. $195 million was available between this program and the CAL FIRE Forest Health grant program (application period for this closed in Spring 2018). The projects submitted by County departments on June 6, 2018, are:

1. **Northwest Roadway Safety, Fuels Reduction, and Community Chipper and Engagement Project (Transportation and Public Works [TPW] is lead, in partnership with Fire and Emergency Services [FES] and Fire Safe Sonoma, Inc.)**
    a. **Total: $1,237,541; CAL FIRE $1,082,969; Match: $154,572**

b. **Match source: $131,300 is from General Fund FY 2018 set aside; $23,272 from in-kind volunteer labor tracked by Fire Safe Sonoma**

2. Sonoma County Parks and Open Space Fire Resilience Planning (Regional Parks is lead, in partnership with Open Space District).
    a. Total: $593,537; CAL FIRE: $511,920; Match: $81,618
    b. Match source: Open Space staff time

On August 3, 2018, CAL FIRE informed TPW that their CAL FIRE Fire Prevention application is selected for funding. The full grant agreement is expected in late September. TPW and FES are partners on the project, and will work closely to complete the required grant agreement documents and implement the project. The County Administrator's Office is working on a Press Release to announce this significant development. A determination has not yet been received on the Regional Parks application.

G. <u>California Employment Development Department - Emergency Dislocated Worker Additional Assistance Grant</u>

The Sonoma County Workforce Investment Board (WIB) applied for and has been awarded an Emergency Dislocated Worker Additional Assistance Grant from the California Employment Development Department to assist dislocated workers affected by the October wildfires. The grant award is $3,258,473.41 for eighteen months beginning March 1, 2018. The grant funding will allow the WIB and Job Link to provide 1) Quick, business-focused assistance in response to layoffs and/or businesses closing, including layoff prevention; and 2) re-employment assistance for workers who have lost their jobs because their employers' businesses have been destroyed and/or otherwise impacted by the fires. This funding will support staffing for the anticipated increase in the needs of local business as well as providing basic and individualized career services for approximately 700 of the 4,751 disaster-related unemployment claimants. In addition, the grant will provide staffing, training, and supportive services needed to provide 200 Dislocated Workers with reemployment assistance, including a concerted effort to train and employ at least 30 of these Dislocated Workers in the Building and Trades Industry.

H. <u>Crisis Counseling Assistance and Training Program Grant</u>

The Crisis Counseling Assistance and Training Program (CCP) is administered in Sonoma County through the County Department of Health Services, Behavioral Health Division (DHS-BHD). The CCP helps individuals and communities recover from natural and human-caused disasters through community outreach, counseling, and access to mental health services for survivors of these disasters. This program is funded from a variety of sources. The initial recovery work is being supported by short-term disaster relief grants from FEMA for $4.3M, awarded in two phases after the DR-4344 presidential disaster declaration. The CCP grant from FEMA ends in January 2019, and the Sonoma County DHS recognizes that the scope of this disaster will require continuation of CCP efforts to support ongoing recovery well beyond 2018. Sonoma County DHS applied to Kaiser Permanente for $1M, which would be leveraged to secure an additional $2M, all of which will continue CCP up to September 2019.

I. Coordinate other Recovery-Related Grant and External Funding Opportunities

The Office of Recovery and Resiliency is tracking, investigating, and coordinating other grant opportunities for recovery-related priorities as well. When new opportunities are announced, Grant Summaries and targeted information is provided to County Departments. A comprehensive list of recovery-related external funding opportunities is being developed within the County Administrator's Office, and the status of actions taken is being tracked.

3. Legislative Update

A. **Legislative Advocacy**

The Board of Supervisors and County Administrator's Office continue to update the local delegation on fire recovery efforts and advocate for resources to support full recovery and resiliency. **A current list of disaster response and recovery bills is attached**.

4. Looking Forward

A. **Recovery and Resiliency Framework**

1) Community Engagement

The Office of Recovery and Resiliency Staff continues to engage with key community partners through participation in community meetings, partnering on data gathering efforts, and utilization of partner input to shape the recovery planning process. Community members are encouraged to submit recovery related feedback, input, and questions to info@sonomacountyrecovers.org. Community members can also submit input through an online survey available on the Office of Recovery and Resiliency's website: https://sonomacounty.ca.gov/ORR.

In addition, the Office will use these community engagement components to gain feedback and input to inform the Framework, including:

(i) Recovery Planning Community Meetings: The Office will hold Recovery Planning Community Meetings to obtain feedback on the Draft Framework and expand a public discussion to gain insight and identify critical changes to the Draft Framework. The first five sessions were held on:
Tuesday, July 10: County Office of Education in Santa Rosa. About 65 members of the public participated in small group discussions and provided input.
Wednesday, July 11: Sebastopol Center for the Arts in Sebastopol. About 60 members of the public participated in small group discussions and provided input.
Wednesday, July 25: Petaluma Community Center. About 40 members of the public participated in small group discussions and provided input.
Thursday, August 2: Finley Community Center, Santa Rosa. About 70 members of the public participated in small group discussions and provided input.
Wednesday, August 8: Sonoma Veterans Building, Sonoma.

Two additional forums will be held in Spanish:

Tuesday, August 28, 6-8pm: Lawrence Cook Middle School, 2480 Sebastopol Rd., Santa Rosa
Wednesday, September 5, 6-8pm: La Luz Center, 17560 Greger St., Sonoma

For logistics and planning purposes, the Office of Recovery and Resiliency requests that community members RSVP by emailing recoveryinfo@sonoma-county.org. Additional information, including meeting materials, in English and Spanish are available on the Sonoma County Office of Recovery website at https://sonomacounty.ca.gov/ORR/.
Members of the public are invited to complete an online survey to provide input into the draft Recovery and Resiliency Framework: Survey
For information regarding Sonoma County's overall recovery efforts, visit www.sonomacountyrecovers.org.

(ii) Office staff are proactively reaching out to stakeholders throughout the community seeking opportunities to update them on County recovery activities as well as receiving input to inform recovery planning.
Here is a sampling of groups, businesses, nonprofits, stakeholders and outside agencies and governments that Office staff have met with since early June 2018:
Blue Forest Conservation
Burbank Housing
Cal Fire
California Department of Fish and Wildlife
California Human Development
Catholic Charities of Santa Rosa
Chandi Hospitality Group
City of Cloverdale
City of Healdsburg
City of Petaluma
City of Santa Rosa
Community Action Partnership of Sonoma County
Community Foundation
Crop Performance
District 1 Block Captains
District 3 Block Captains
District 4 Block Captains
Emergency Council
FEMA Office of Civil Rights & Liberties
Graton Day Labor
Green Belt Alliance
HALTER Project
Hanna Boys Center
Hispanic Chamber of Commerce
Kaiser Permanente
Keysight
Laguna de Santa Rosa Foundation
LandPaths
Los Cien

Matt Greene Forestry
Medtronic
NOAA Fisheries
North Bay Labor Council
North Bay Leadership Council
North Bay Trades Council
North Coast Builders Exchange
North Coast Regional Water Quality Control Board
Pacific Gas & Electric
Pepperwood Preserve
Preserve Rural Sonoma County
Rebuild Northbay Foundation
Rebuilding Our Community Sonoma County
San Diego County
San Francisco Bay Regional Water Quality Control Board
Santa Rosa Junior College Faculty
Santa Rosa Metro Chamber
Sierra Club
SoCo Rises
Sonoma County Alliance
Sonoma County Conservation Action
Sonoma County Forest Working Group
Sonoma Media
Sonoma Valley Unified
Town of Windsor
UC Berkeley
United Way of the Wine Country
University of California Cooperative Extension
Urban Land Institute
Wildlands Conservancy

Upcoming Recovery engagement:
August 17, Ag Innovations, Fire Smart Lake Sonoma event
August 24, UCCE, Before Fire Strikes seminar

(iii) **Recovery Board Workshops:** The Board of Supervisors completed the fifth in a series of Board Workshops focused on each of the critical areas of recovery. On August 7, 2018, the Department of Health Services, Human Services Department, and the Office of Recovery and Resiliency, provided an update on Safety Net Services Recovery community needs and information on county and community services that are being provided to meet these needs. The Workshop included presentations from community organizations, including Sonoma County Office of Education, SoCo Rises, ROC Sonoma County, North Bay Organizing Project, Wildfire Mental Health Collaborative, and the Community Foundation Sonoma County.

In February and March, 2018, the Board held workshops on the other four critical areas of recovery, including Housing, Community Preparedness and Infrastructure, Economy, and Natural Resources.

2) Timeline: Community Input into the Recovery and Resiliency Framework is being accepted through August 10, 2018. The Framework will be brought to your Board for consideration in September 2018.

Prior Board Actions:

August 7, 2018 – Recovery Update on the status of recovery operations, planning, seeking of funding opportunities and community engagement.
August 7, 2018 – Renewal of Emergency proclamations.
July 24, 2018 –

A) Recovery Update on the status of recovery operations, planning, seeking of funding opportunities and community engagement.
B) Receive an update from California Office of Emergency Services on debris removal progress.

July 10, 2018 – Renewal of Emergency proclamations.
June 13, 2018 – Received presentation on Draft Plan.
June 11, 2018 – Renewal of Emergency proclamations.
May 22, 2018 – Recovery Update on the status of recovery operations, planning, and seeking of funding opportunities.
May 8, 2018 – Renewal of Emergency proclamations.
March 20, 2018 – Renewal of Emergency proclamations; disaster fiscal update; authorized appropriations of $9.5 million to the Disaster Response & Recovery Fund.
February 13, 2018 – Renewal of Emergency proclamations
February 6, 2018 – Established the Office of Recovery & Resiliency staffing; authorized appropriations of $2 million to the Disaster Response & Recovery Fund.
December 19, 2017 – Disaster fiscal update and creation of Sonoma County Office of Recovery and Resiliency.

Strategic Plan Alignment	Not Applicable

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

08-14-2018 CAO Recovery Update_Att A HMGP NOI 4344
08-14-2018 CAO Recovery Update_Att B HMGP NOI 4353
08-14-2018 CAO Recovery Update_Att C Fire Bills
08-14-2018 CAO Recovery Update_Att D Recovery Activities

Related Items "On File" with the Clerk of the Board:

Hazard Mitigation Grant Program (HMGP) Applications in Development for Disaster Number DR-4344

Hazard Mitigation Area	Jurisdiction	Task Force	Department	Project Title	Project description	Estimated Total Cost	Federal Share	Local Share	Local Share: General Fund Y/N	Local Share Detail	NOI Status	BCA Needed	Notes	application due date
Flood	Community Development Commission	Housing	CDC	Sonoma County Flood Elevation Program	Elevate homes and provide other mitigation measures for properties on the NFIP repetitive loss list.	$ 1,807,043	$ 1,355,282	$ 451,761	N	Property Owner Contribution	App Submitted 7/1/2018	Y		7/1/2018
All	County	Infrastructure	General Services	Seismic upgrades for Petaluma Veterans Building	Retrofit Petaluma Veterans hall for Seismic Stability	$ 1,993,367	$ 1,495,025	$ 498,342	Y	$425,808 in FY18-19 capital projects	App Submitted 7/1/2018	Y	additional $425,808 set aside in Capital Projects for FY18-19 (covers most of GF match)	7/1/2018
All	County	Infrastructure	TPW	Bank Stabilization to protect River Road	Protect the quickly-eroding bank of the Russian River along River Rd. using primarily natural materials in order to protect a vital transportation link, as well as residences and agricultural land.	$ 5,092,220	$ 3,819,165	$ 1,273,055	N	SB1	App Submitted 7/1/2018	Y		7/1/2018
All	County	Infrastructure	TPW	Road Yard Generator purchase	Purchase and install onsite generator for the Sonoma County Santa Rosa Road Maintenance Yard to prevent risk of service interruption affecting disaster response.	$ 250,000	$ 187,500	$ 62,500	N	Roads Fund	App Submitted 7/1/2018	Y		7/1/2018
All	County	Infrastructure	TPW	Airport Generator purchase	Purchase and installation of onsite generator for the Airport Terminal to allow operations for at least 4 days in the event of power outages.	$ 480,000	$ 360,000	$ 120,000	N	Airport Enterprise Funds	App Submitted 7/1/2018	Y		7/1/2018
Fire	County	All	FES	Sonoma County Community Wildfire Protection Plan Update & LHMP Annexation	Update the existing Sonoma County Community Wildfire Protection Plan to reflect the post-2017 fire landscape in our county, and integrate and annex the CWPP with the Local Hazard Mitigation Plan, which is being updated concurrently.	$ 187,500	$ 140,625	$ 46,875	Y	County General Fund	Eligible	N	"7% planning grant"	9/4/2018
Fire	County	Infrastructure	FES	Collaborative Mapping for Strategic Risk Reduction and Community Safety	Provide strategic response pre-attack maps to cover all areas at risk to wildfire in Sonoma County. These maps and data will be annexed into update of the county-wide LHMP.	$ 200,000	$ 150,000	$ 50,000	Y	County General Fund, potential local fire chief contributions	Eligible	N	either "5%" or "7% planning grant" 'desire for community partners to particiapte in providing match	9/4/2018
Fire	County	All	General Services	Fire Early Warning and Detection Camera System	Create a fire early warning camera system by intalling fire monitoring cameras at strategic locations throughout the County, with associated microwave/tower systems with sufficient bandwidth	$ 2,000,000	$ 1,500,000	$ 500,000	Y	County General Fund, potentially public utilities and County/City partners	Eligible	N	"5% project" 'desire for community partners to particiapte in providing match	9/4/2018
All	County	Infrastructure	General Services	Sonoma Veterans Building Retrofit	Retrofitting Sonoma Veterans hall for Seismic Stability	$ 2,243,000	$ 1,682,250	$ 560,750	Y	County General Fund	Eligible	Y		9/4/2018
All	County	Infrastructure	ISD	Generator for mission critical datacenter	Stand-alone generator project to protect County of Sonoma's datacenter that contain mission critical systems including emergency 911, computer aided dispatch, communications, and related public safety and emergency response systems..	$ 750,000	$ 562,500	$ 187,500	Y	County General Fund	Eligible	Y		9/4/2018
All	County	Infrastructure	ISD	Seismic and Fire retrofit of County Datacenter to Maintain Critical Capabilities	County datacenter infrastructure, utility, Hazard mitigation protective measures for electrical & internet redundancy. Create separate redundant power and network connectivity line.	$ 1,255,000	$ 941,250	$ 313,750	Y	County General Fund	Eligible	Y	desire for community partners to particiapte in providing match	9/4/2018
Flood	County	Natural Resources	Parks	Stabilizing and re-vegetating burned acres at Hood Mountain	Revegetate and stabilize soil in areas burned by the fire and damaged by fire suppression efforts such as bulldozer lines to prevent flooding, erosion, and debris flow that could damage properties down stream.	$ 500,000	$ 375,000	$ 125,000	Y	County General Fund & potentially Sonoma County Regional Parks Foundation – Wildfire Recovery Fund	Eligible	Y		9/4/2018
All	County	All	PRMD	Sonoma County Operational Area Multi-Jurisdictional Local Hazard Mitigation Plan (LHMP) Update	Update the Sonoma County LHMP to incorporate better understanding of the wildfire, tsunami, and earthquake hazards including custom HAZUS models for each jurisdiction. County LHMP will become a multi-jurisdictional plan to include county districts and other jurisdictions that want to participate.	$ 333,333	$ 250,000	$ 83,333	Y	County General Fund	Eligible	N	"7% planning grant"	9/4/2018

Earthquake	County	All	PRMD	Surface fault rupture and seismic induced landslides analysis to Annex into Sonoma County LHMP	Planning project to increase understanding of Rodgers Creek Fault. Create hazard maps, and do site specific studies of the fault in newly identified areas. Planning and risk analysis conducted will be adopted and annexed into the Sonoma County LHMP.	$ 200,000	$ 150,000	$ 50,000	Y	County General Fund	Eligible	N	"7% planning grant"	9/4/2018
Earthquake	County	Infrastructure	PRMD	Seismic Strengthening and Retrofit of Existing Structures, Sonoma Countywide	Retrofit critical facilities, unreinforced masonry, and if possible soft-structure buildings already idenfitied in LHMP. This project will be a phased project.	$ 6,750,000	$ 5,000,000	$ 1,670,000	Y	County General Fund, SBA Loans, other state government agencies, and Property Owner Cost-Share	Eligible	Y	State's Earthquake Brace & Bolt (EBB) program could potentially provide portion of match if this State program was expanded to include Sonoma County. EBB program is part of State's CA Residential Mitigation Program (CRMP). Strong partnership in place with	9/4/2018
Fire	County	Housing, Infrastructure	PRMD & FES	Wildfire Adapted Sonoma County: Education and Incentives for Safe and Resilient Sonoma County	Harden structures, create defensible space and graze corridors to reduce risk of catastrophic wildfire. Reduce the potential for loss of lives, homes, businesses, and property in Sonoma County's WUI areas. Phased project	$ 6,750,000	$ 5,000,000	$ 1,670,000	Y	County General Fund, SBA Loans, other state government agencies, and Property Owner Cost-Share	Eligible	Y	Priority for Board. Strong chance of future match from CAL FIRE, and desire for community partners to particiapte in providing match	9/4/2018
Flood	County	Infrastructure, Housing	TPW	Culvert Improvements to Reduce Flooding	Upsize ~14 culverts in sonoma county to a higher capacity to reduce flooding.	$ 3,836,900	$ 2,877,675	$ 959,225	N	Roads Fund	Eligible	Y		9/4/2018
All	County	Infrastructure	TPW	Asti Bridge	Construct a permanent bridge over the Russian River at Washington School Road, near the community of Asti.	$ 25,000,000	$ 5,000,000	$ 20,000,000	Y	TBD	Eligible	Y	challenge to identify eligible project that can be completed in required 3-year period of performance. Match source a challenge.	9/4/2018
Flood	County	Natural Resources, Infrastructure	TPW	Russian River Flood Management & Fisheries Habitat Enhancement Planning.		$ 200,000	$ 150,000	$ 50,000	Y	TBD	Eligible	N	"7% planning grant" 'other funding sources identified as potentially better fits.	9/4/2018
Flood	Water Agency	Natural Resources	SCWA	Improved Flood Early Warning Using Advanced Radar	Purchase and install X-Band radar to better predict flooding and provide for improved response.	$ 2,666,700	$ 2,000,025	$ 666,675	N	(Available Special District Funds) SCWA, Marin County	App Submitted 7/1/2018	N	"5% project"	7/1/2018
Earthquake	Water Agency	Infrastructure	SCWA RRCSD	Seismic Rehabilitation and Retrofit of Secondary Treatment Clarifiers - RRCSD	Retrofit of facilities to reduce risk of system failure during an earthquake.	$ 2,400,000	$ 1,800,000	$ 600,000	N	(Available Special District Funds) RRCSD Construction Fund	App Submitted 7/1/2018	Y		7/1/2018
Earthquake	Water Agency	Infrastructure	SCWA SVCSD	Seismic Rehabilitation and Retrofit of Secondary Treatment Clarifiers - SVCSD	Retrofit of facilities to reduce risk of system failure during an earthquake.	$ 2,750,000	$ 2,062,500	$ 687,500	N	(Available Special District Funds) SVCSD Construction Fund	App Submitted 7/1/2018	Y		7/1/2018
Flood, Earthquake	Water Agency	Infrastructure	SCWA	Ely Booster Station Hazard Mitigation Project	Mitigate flood and seismic hazards to the booster station by sealing electrical enclosures, elevating equipment, and anchoring equipment critical to the operation of the Booster Station. These actions would effectively provide protection against a 500 year flood event, and a magnitude 6.5	$ 1,305,000	$ 978,750	$ 326,250	N	SCWA Water Transmission Fund	Eligible	Y		9/4/2018
					TOTALS	$ 68,950,063	$ 37,837,547	$ 30,952,516						

Hazard Mitigation Grant Program (HMGP) Applications in Development for Disaster Number DR-4353

Hazard Mitigation Area	Task Force	Department	Project Title	Project description	Estimated Total Cost	Federal Share	Local Cost Share	Local Share: General Fund Y/N	Local Share Detail	NOI Status	BCA Needed	Notes	application due date
All	Infrastructure	FES	Warning Sirens - System	Design and install warning sirens in selected locations. Develop operating, testing, and maintenance procedures.	$ 5,000,000.00	$ 3,750,000.00	$ 1,250,000.00	Y	County General Fund	Eligible	N	"5% project"	9/4/2018
				TOTALS	$ 5,000,000.00	$ 3,750,000.00	$ 1,250,000.00						

Fire Recovery

Bill ID/Topic	Location	Summary
AB 425 Caballero D Timber harvesting plans: exemptions: temporary roads.	SENATE INACTIVE FILE 9/13/2017 - Ordered to inactive file at the request of Senator Hertzberg.	The Z'berg-Nejedly Forest Practices Act of 1973 prohibits a person from conducting timber operations, as defined, unless a timber harvesting plan prepared by a registered professional forester has been submitted to the Department of Forestry and Fire Protection. The act authorizes the State Board of Forestry and Fire Protection to exempt from some or all of those provisions of the act a person engaging in specified forest management activities, including the cutting or removal of trees in compliance with existing law relating to defensible space. In this regard, the act authorizes, until January 1, 2021, the Forest Fire Prevention Pilot Project Exemption if specified conditions are met, including that only trees less than 26 inches in stump diameter, measured at 8 inches above ground level, shall be removed, no new road construction or reconstruction shall occur, and the activities shall be conducted in specified counties. This bill would expand the exemption to allow the construction or reconstruction of temporary roads on slopes of 40% or less if certain conditions are met, including that a registered professional forester designates temporary road locations, landing locations, associated class III watercourse crossings, unstable areas, and connected headwall swales, including convergent slopes, on specified maps. The bill would require, on or before December 31, 2020, the department and the board to review and submit a report to the Legislature on the trends in the use of, compliance with, and effectiveness of, the exemption, including an assessment of the construction or reconstruction of temporary roads. **Last Amended on 4/4/2017**
AB 1283 Rodriguez D Mutual aid: reimbursements: volunteer firefighters.	SENATE INACTIVE FILE 9/5/2017 - Withdrawn from committee. Ordered to second reading. Ordered to inactive file at the request of Senator Bradford.	(1)Existing law, the California Emergency Services Act, requires the Governor to coordinate the State Emergency Plan and any programs necessary for the mitigation of the effects of an emergency in this state, as specified. The act authorizes the Governor, with advice of the Office of Emergency Services, to divide the state into mutual aid regions for the more effective application, administration, and coordination of mutual aid and other emergency-related activities. The act requires the Office of Emergency Services, in consultation with relevant local and state agencies, to develop and adopt a state fire service and rescue emergency mutual aid plan as an annex to the State Emergency Plan.This bill would require a nonprofit or public fire department that has volunteer firefighters and receives reimbursement from the federal, state, or local government through a mutual aid request, if the applicable fire agreement is intended to reimburse for personnel costs for work performed associated with firefighting in which the volunteer firefighters of the fire department have participated, to pass through to those volunteers specific reimbursement. The bill would require a fire department that utilizes the services of volunteer firefighters to maintain documentation of reimbursements and allow access to those records as prescribed. The bill would require a fire department to cease using the services of any volunteer firefighter to provide mutual aid response pursuant to the fire agreement who has received pass-through reimbursements that exceed during the fiscal year 20% of the statewide average amount that otherwise would be required to hire a permanent employee to provide the same services and would prohibit such a volunteer from engaging in mutual aid response for the fire department until the following fiscal year. The bill would authorize a volunteer to pursue reimbursement in a civil action if the fire department fails to reimburse the volunteer firefighter in accordance with the bill. By increasing the duties of local officials, this bill would impose a state-mandated local program. This bill contains other existing laws. **Last Amended on 8/28/2017**

AB 1772 **Aguiar-Curry D** Fire insurance: indemnity.	SENATE INACTIVE FILE 6/21/2018 - Ordered to inactive file at the request of Senator McGuire.	Existing law defines the measure of indemnity for a loss under an open fire insurance policy and specifies time limits under which an insured must collect the full replacement cost of the loss. In the event of a loss relating to a state of emergency, as defined, existing law establishes a minimum time limit of not less than 24 months from the date that the first payment toward the actual cash value is made during which the insured may collect the full replacement cost of the loss, subject to the policy limit, as specified.This bill would extend the minimum time limit during which an insured may collect the full replacement cost of a loss relating to a state of emergency to 36 months. The bill would require that additional extensions of 6 months be provided to policyholders for good cause under that circumstance. The bill would also require that policy forms issued by an insurer be in compliance with these changes on and after July 1, 2019. The bill would also make technical changes. **Last Amended on 6/19/2018**
AB 1797 **Levine D** Residential property insurance.	ASSEMBLY CONCURRENCE 7/5/2018 - Read third time. Passed. Ordered to the Assembly. In Assembly. Concurrence in Senate amendments pending. May be considered on or after August 3 pursuant to Assembly Rule 77. 8/6/2018 #45 ASSEMBLY CONCURRENCE IN SENATE AMENDMENTS	Existing law requires a named insured on a residential property insurance policy be provided with a copy of the California Residential Property Insurance Disclosure which sets forth a description of certain types of insurance coverage, such as actual cash value coverage and guaranteed replacement cost coverage, as specified. Existing law also requires every California Residential Property Insurance Disclosure be accompanied by a California Residential Property Insurance Bill of Rights.This bill would require an insurer that provides replacement cost coverage to provide, on an every other year basis, at the time an offer to renew a policy of residential property insurance is made to the policyholder, an estimate of the cost necessary to rebuild or replace the insured structure that complies with specified existing regulations. The bill would exempt an insurer from this requirement if either the policyholder has requested, within the 2 years prior to the offer to renew the policy, and the insurer has provided, coverage limits greater than the previous limits that the policyholder had selected, or if the insurer has made specified offers to the policyholder. The bill would state its provisions are not intended to change existing law with respect to the duty of a policyholder or applicant to select the coverage limits for a policy of residential property insurance. The bill's provisions would become operative July 1, 2019. **Last Amended on 6/19/2018**
AB 1800 **Levine D** Fire insurance: indemnity.	SENATE INACTIVE FILE 7/2/2018 - Ordered to inactive file at the request of Senator Glazer.	Existing law defines the measure of indemnity for a loss under an open fire insurance policy and specifies time limits under which an insured must collect the full replacement cost of the loss. Existing law prohibits, in the event of a total loss of the insured structure, a fire insurance policy issued or delivered in the state from limiting or denying payment of the replacement cost of property if the insured decides to rebuild or replace the property at a location other than the insured premises. Existing law requires the measure of indemnity to be based upon the replacement cost of the insured property and prohibits it from being based upon the cost to repair, rebuild, or replace at a location other than the insured premises.This bill would instead prohibit, in the event of a total loss of an insured structure, a fire insurance policy issued or delivered in this state from containing a provision that limits or denies, on the basis that the insured has decided to rebuild at a new location or to purchase an already built home at a new location, payment of the building code upgrade cost or the replacement cost, including any extended replacement cost coverage, to the extent those costs are otherwise covered by the terms of the policy or any policy endorsement. The bill would prohibit the measure of indemnity from exceeding, rather than requiring it to be based upon, the replacement cost, as specified. The bill would require all policy forms issued on and after July 1, 2019, to contain these provisions. **Last Amended on 6/19/2018**

AB 1875 **Wood D** Residential property insurance.	SENATE APPR. 7/2/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	Existing law generally regulates classes of insurance, including residential property insurance. Under existing law, the California FAIR (fair access to insurance requirements) Plan Association, a joint reinsurance association in which all insurers licensed to write basic property insurance participate, administers a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Existing law requires the association to establish and maintain an Internet Web site and a toll-free telephone number through which a person may receive assistance in applying for basic property insurance. Existing law requires an insurer member of the plan to provide the Internet Web site address and toll-free telephone number to an applicant who is denied coverage.This bill would require the Department of Insurance to establish the California Home Insurance Finder on its Internet Web site to help homeowners connect with an insurance agent or broker for residential property insurance. The bill would require the department to annually survey agents, brokers, and insurers about inclusion in the finder, and post participants' names, addresses, phone numbers, and Internet Web sites, if available, to the finder on or before July 1, 2020. The bill would require the commissioner to use social media and other tools to promote the finder, and to create materials in the most common languages used in California. The bill would require an insurer that does not offer, cancels, or declines to renew a policy of residential property insurance to disclose specified information to a homeowner, including, on or after July 1, 2020, information about the finder. The bill would require an insurer that offers replacement cost coverage, as specified, but does not offer, or declines to offer, specified extended replacement cost coverage to disclose specified information to a homeowner, including the Internet Web site address of the department's Homeowners Coverage Comparison Tool. The bill would require a residential property insurer to notify the department on or before February 1 of each year of the amount of extended replacement cost coverage it offers in California, and would require the department to use this information to annually update the Homeowners Coverage Comparison Tool. **Last Amended on 7/2/2018**
AB 1877 **Limón D** Office of Emergency Services: communications: translation.	SENATE APPR. 6/26/2018 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 12. Noes 0.) (June 26). Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	The California Emergency Services Act establishes the Office of Emergency Services within the Governor's office under the supervision of the Director of Emergency Services and makes the office responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies. Existing law requires the Governor to coordinate a State Emergency Plan, which is in effect in each political subdivision of the state, and requires the governing body of each political subdivision, as defined, to take actions necessary to carry out the provisions of that plan. Existing law defines an "operational area" as an intermediate level of the state emergency services organization, consisting of a county and all political subdivisions within the county area.This bill would require the Office of Emergency Services and the governing body of each political subdivision, including each operational area, to translate any emergency communication to the public into the most commonly spoken language other than English in the impacted county or counties, or, at the option of a county, into one or more languages other than English spoken in the county pursuant to an individualized language assessment of that county. By imposing additional duties on local agencies, the bill would impose a state-mandated local program.This bill contains other related provisions and other existing laws. **Last Amended on 5/25/2018**
AB 1919 **Wood D**	SENATE APPR. 6/26/2018 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 13. Noes 0.) (June 26). Re-referred to	Under existing law, upon the proclamation of a state of emergency, as defined, declared by the President of the United States or the Governor, or upon the declaration of a local emergency, as defined, by the executive officer of any county, city, or city and county, and for a period of 30

Price gouging: state of emergency.	Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	days following that declaration, it is a misdemeanor with specified penalties for a person, contractor, business, or other entity to sell or offer to sell certain goods and services, including housing, for a price that exceeds by 10% the price charged by that person immediately prior to the proclamation of emergency, except as specified. Existing law, the California Emergency Services Act, establishes the Office of Emergency Services and vests the office with responsibility for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, as specified.This bill would additionally, upon the proclamation or declaration of an emergency as described above, make it a misdemeanor for a person, business, or other entity to increase the rental price, as defined, advertised, offered, or charged for housing to an existing or prospective tenant by more than 10%. The bill would extend the prohibition with regards to housing for any period that the proclamation or declaration is extended. The bill would additionally make it a misdemeanor for a person, business, or entity to evict a housing tenant after the proclamation of a state of emergency and then rent or offer to rent to another person at a rental price higher than the evicted tenant could be charged. By creating a new crime, this bill would create a state-mandated local program. The bill would require the Office of Emergency Services, upon the proclamation of an emergency by the Governor, to include information about these provisions and guidance to property owners, as specified, on an appropriate Internet Web site.This bill contains other related provisions and other existing laws. **Last Amended on 6/12/2018**
AB 1928 McCarty D California Conservation Corps: contracts.	SENATE APPR. 6/26/2018 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 9. Noes 0.) (June 26). Re-referred to Com. on APPR.	Existing legislative findings and declarations state that the California Conservation Corps offers California a unique opportunity to meet both the goal of increasing understanding and appreciation of the environment and the goal of helping youths become productive adults. Existing law provides that the Legislature reaffirms its intent that the corps' mission includes increasing awareness of and improving our natural resources, and instilling basic skills and a healthy work ethic in California youth, building their character, self-esteem, and self-discipline, and establishing within them a strong sense of civic responsibility and understanding of the value of a day's work for a day's wages.This bill would authorize the California Conservation Corps to enter into a contract with an individual or collective of certified community conservation corps for a specified type of project or program that is in furtherance of those legislative findings and declarations. The bill would require the California Conservation Corps to file a report on the success of the programs or projects with the Legislature before January 1, 2023. **Last Amended on 6/14/2018**
AB 1954 Patterson R Timber harvest plans: exemption: reducing flammable materials.	SENATE CONSENT CALENDAR 7/3/2018 - Read second time. Ordered to Consent Calendar. 8/6/2018 #183 SENATE SEN CONSENT CALENDAR SECOND LEGISLATIVE DAY	The Z'berg-Nejedly Forest Practices Act of 1973 prohibits a person from conducting timber operations, as defined, unless a timber harvesting plan prepared by a registered professional forester has been submitted to the Department of Forestry and Fire Protection. The act authorizes the State Board of Forestry and Fire Protection to exempt from some or all of those provisions of the act a person engaging in specified forest management activities, including a person engaged in forest management whose activities are limited to the cutting or removal of trees on the person's property in compliance with existing laws relating to defensible space, as provided, and requires the board to adopt regulations to implement this exemption no later than January 1, 2016. Existing law requires the department evaluate the effects of this above exemption and report its recommendations to the Legislature based on that evaluation, as provided. Existing law makes the above exemption inoperative 3 years after the effective date of regulations adopted by the board or no later than January 1, 2019.This bill would extend the inoperative date to January 1, 2022, and would delete the reporting requirement. **Last Amended on 4/16/2018**

AB 1956 Limón D Fire prevention activities: local assistance grant program.	SENATE APPR. 7/3/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/13/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	Existing law requires the director of the Department of Forestry and Fire Protection to establish a working group, consisting of specified members, to identify potential incentives for landowners to implement prefire activities, as defined, in state responsibility areas and urban wildland communities and to identify all federal, state, or local programs, private programs, and any other programs requiring a cost share that involves prefire activities. This bill would repeal this law.This bill contains other related provisions and other existing laws. **Last Amended on 7/3/2018**
AB 2091 Grayson D Fire prevention: prescribed burns: insurance pool.	SENATE APPR. 7/3/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	(1)Existing law establishes in the Department of Forestry and Fire Protection the State Board of Forestry and Fire Protection consisting of specified members who are selected and approved for appointment on the basis of their educational and professional qualifications and their general knowledge of, interest in, and experience with, among other things, forest management practices.This bill would rename the board the State Board of Forestry and Fire Prevention and Protection.This bill contains other related provisions and other existing laws. **Last Amended on 7/3/2018**
AB 2102 Rodriguez D State of emergency: out-of-state aid: reciprocity.	SENATE APPR. 6/28/2018 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 9. Noes 0.) (June 27). Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	Existing law, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, establishes the Emergency Medical Services Authority and provides for the certification of emergency medical personnel, as specified. The authority is responsible for the coordination and integration of all statewide activities concerning emergency medical services. Existing law, the California Emergency Services Act establishes the Office of Emergency Services and directs the office to serves as the State Disaster Council for the purposes of the California Disaster and Civil Defense Master Mutual Aid Agreement. The act authorizes state agencies to provide mutual aid, including personnel, equipment, and other available resources, to assist political subdivisions during a local emergency or in accordance with mutual aid agreements or at the direction of the Governor. This bill would require the authority to establish training standards and licensing reciprocity procedures for out-of-state paramedic personnel who are requested through the California Disaster and Civil Defense Master Mutual Aid Agreement to render aid in this state during a declared state of emergency. **Last Amended on 6/18/2018**
AB 2126 Eggman D California Conservation Corps: forestry corps program.	SENATE APPR. 6/26/2018 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (June 26). Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	Existing law establishes the California Conservation Corps in the Natural Resources Agency and requires the corps to implement and administer the conservation corps program. Existing law requires the Governor to appoint a director to act as the administrative officer of the corps. Existing law authorizes the director to employ special corps members without regard to their ages so that the corps may draw upon their special skills that may contribute to the attainment of the objectives of the program. Existing law provides that these special members may be assigned to headquarters, as well as field positions. This bill would require the director, no later than July 1, 2019, to establish a forestry corps program to accomplish certain objectives including developing and implementing forest health projects, as provided, and establishing forestry corps crews. The bill would require the director to partner with certified community conservation corps in implementing the forestry corps program, where feasible. The bill would require the director, no later than January 1, 2020, to establish 2 forestry corps crews, one to be based in the Central Valley and the other in the Inland Empire, as specified.This bill contains other related provisions. **Last Amended on 6/14/2018**
AB 2238 Aguiar-Curry D	SENATE APPR. 6/20/2018 - From committee: Do pass and re-refer to Com.	(1)Existing law, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, provides the authority and procedures for the initiation, conduct, and completion of changes of organization and reorganization of cities and districts. The act specifies the factors that a local

Local agency formation: regional housing need allocation: fire hazards: local health emergencies: hazardous and medical waste.	on APPR. with recommendation: To Consent Calendar. (Ayes 7. Noes 0.) (June 20). Re-referred to Com. on APPR.	agency formation commission is required to consider in the review of a proposal for a change of organization or reorganization, including, among other things, per capita assessed valuation and the proposal's consistency with city or county general and specific plans.This bill would instead require the commission to consider the assessed valuation rather than per capita assessed valuation. The bill would additionally require the commission to consider information contained in a local hazard mitigation plan, information contained in a safety element of a general plan, and any maps that identify land as a very high fire hazard zone or maps that identify land determined to be in a state responsibility area if it is determined that such information is relevant to the area that is the subject of the proposal. By adding to the duties of local agency formation commissions in reviewing a change of organization or reorganization, this bill would impose a state-mandated local program.This bill contains other related provisions and other existing laws. **Last Amended on 6/12/2018**
AB 2252 Limón D State grants: state grant administrator.	SENATE APPR. 6/26/2018 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 13. Noes 0.) (June 26). Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	The Grant Information Act of 1999 authorizes state agencies to make available on the Internet a listing of all grants administered by that agency, that includes specified information and provides instructions on filing grant applications electronically, or on the manner in which to download, complete, and mail grant applications to the state agency, or both. The act also authorizes each state agency to make available on the Internet any printed grant application form used by the agency to award grants that are administered by that agency.This bill would enact the Grant Information Act of 2018. The bill would require the Government Operations Agency, on or before July 1, 2020, to create a funding opportunities web portal that provides a centralized location for grant seekers to find state grant opportunities. The bill would additionally require each state agency, on or before July 1, 2020, to register every grant the state agency administers with the Government Operations Agency prior to commencing a solicitation or award process for distribution of the grant, as specified. The bill would require each state agency, on or before July 1, 2020, to provide for the acceptance of electronic applications for any grant administered by the state agency. **Last Amended on 6/14/2018**
AB 2333 Wood D Office of Emergency Services: behavioral health response.	SENATE APPR. 7/2/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	The California Emergency Services Act establishes the Office of Emergency Services within the Governor's office under the supervision of the Director of Emergency Services and makes the office responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies. Existing law authorizes the Governor, or the director when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.This bill would establish a behavioral health deputy director within the Office of Emergency Services to ensure individuals have access to necessary mental and behavioral health services and supports in the aftermath of a natural disaster or declaration of a state of emergency and would require the deputy director to collaborate with the Director of Health Care Services to coordinate the delivery of trauma-related support to individuals affected by a natural disaster or state of emergency. The bill would require the Director of Health Care Services, in collaboration with the Office of Emergency Services, to immediately request necessary federal waivers to ensure the provision of health care services, as specified, during a natural disaster or declared state of emergency. **Last Amended on 7/2/2018**
AB 2346 Quirk D Public utilities: rates: wildfire	SENATE APPR. 7/5/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/13/2018 10 a.m. - John L. Burton Hearing Room	Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations and gas corporations. Existing law authorizes the commission to fix the rates and charges for every public utility, and requires that those rates and charges be just and reasonable. Existing law requires the commission to authorize public utilities to establish catastrophic event memorandum accounts and to record certain costs in those accounts. This bill

expense memorandum accounts.	(4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	would authorize the commission to permit each electrical corporation and gas corporation to establish a wildfire expense memorandum account for incremental unreimbursed costs relating to California wildfires that occur on or after January 1, 2015, and to record certain costs in those accounts. The bill would require the recovery in rates of those costs to be subject to review by, and the determination of, the commission, as specified. The bill would require an electrical corporation or gas corporation to notify the commission by letter within 30 days after the electrical corporation or gas corporation begins recording costs in its wildfire expense memorandum account.This bill contains other related provisions and other existing laws. **Last Amended on 7/5/2018**
AB 2380 Aguiar-Curry D Fire protection: privately contracted private fire prevention resources.	SENATE APPR. 7/2/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	Existing law provides that fire companies in unincorporated and incorporated towns may be organized, as provided, and be subject to specified provisions and requirements. Existing law provides that the city council of an incorporated city may, by ordinance, regulate the formation and continued existence of fire companies providing service within its city. Existing law establishes in state government, within the office of the Governor, the Office of Emergency Services. Existing law requires the office to be responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, including responsibility for activities necessary to prevent, respond to, recover from, and mitigate the effects of emergencies and disasters to people and property.This bill would require the office, in collaboration with the Department of Forestry and Fire Protection, to develop standards and regulations for any privately contracted private fire prevention resources operating during an active fire incident in the state, and to develop regulations to govern the use of equipment used by privately contracted private fire prevention resources during an active fire incident, as provided. The bill would authorize the office to levy a fine not to exceed $5,000 for any violation of the above provisions or regulations adopted thereto, as provided. **Last Amended on 7/2/2018**
AB 2518 Aguiar-Curry D Innovative forest products and mass timber.	SENATE APPR. 7/3/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	Existing law establishes the Department of Forestry and Fire Protection in the Natural Resources Agency. Existing law declares that a thriving in-state forest products sector provides public benefits, including employment opportunities in both rural and urban areas, and economic development for rural communities. Existing law requires the Secretary of the Natural Resources Agency to establish a working group on expanding wood product markets, as provided.This bill would require, on or before January 31, 2020, the department, in consultation with the State Board of Forestry and Fire Protection, to identify barriers to in-state production of mass timber and other innovative forest products, as those terms are defined, and develop solutions that are consistent with the state's climate objectives on forest lands. The bill would require the department to collaborate with the working group described above, other state agencies, and independent experts, including with apprenticeship programs of organized labor, community colleges, and others with similar expertise, on innovative forest products and mass timber workforce training and job creation.This bill contains other related provisions. **Last Amended on 7/3/2018**
AB 2551 Wood D Forest and Wildland Health Improvement and	SENATE APPR. 7/3/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room	Existing law requires the Department of Forestry and Fire Prevention to implement various fire prevention programs intended to protect forest resources and prevent uncontrolled wildfires.This bill would require the department to establish, implement, and administer the Forest and Wildland Health Improvement and Fire Prevention Program, as prescribed. The bill would require the department to take specified actions to implement and administer programs that are intended to promote forest and wildland health, restoration, and resilience, and improve fire

Fire Prevention Program: joint prescribed burning operations: watersheds.	(4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	outcomes, prevention, and preparedness throughout the state. The bill would also require the department, to the extent feasible, to collaborate with the Department of Corrections and Rehabilitation to utilize correctional officers and conservation crews for vegetation management and fire prevention activities.This bill contains other related provisions and other existing laws. **Last Amended on 7/3/2018**
AB 2576 Aguiar-Curry D Emergencies: health care.	SENATE APPR. 6/27/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	(1)Existing law, the California Emergency Services Act, authorizes the Governor to proclaim a state of emergency, and local officials and local governments to proclaim a local emergency, when specified conditions of disaster or extreme peril to the safety of persons and property exist, and authorizes the Governor or the appropriate local government to exercise certain powers in response to that emergency. Existing law authorizes the Governor, during a state of emergency, to direct all state agencies to utilize and employ state personnel, equipment, and facilities to perform activities that are designed to prevent or alleviate actual and threatened damage due to that emergency. Existing law authorizes a state agency so directed to expend any of the moneys that have been appropriated to it in order to perform that activity.This bill would authorize the Governor, during a state of emergency, to direct all state agencies to utilize, employ, and direct state personnel, equipment, and facilities for the performance of any and all activities that are designed to allow community clinics and health centers to provide and receive reimbursement for services provided during or immediately following the emergency. The bill would authorize any agency directed by the Governor to perform those activities to expend any of the moneys that have been appropriated to it in order to perform those activities, irrespective of the particular purpose for which the moneys were originally appropriated.This bill contains other related provisions and other existing laws. **Last Amended on 6/27/2018**
AB 2594 Friedman D Fire insurance.	SENATE APPR. 7/3/2018 - Read second time and amended. Re-referred to Com. on APPR.	Existing law generally regulates fire insurance and county mutual fire insurers. Existing law prescribes the standard form for a fire insurance policy or county fire insurance policy. Existing law imposes a 12-month statute of limitations in which to bring suit under a fire insurance policy or a county fire insurance policy after a loss. Existing law makes it a misdemeanor for an insurer or agent to countersign or issue a fire policy that varies from the California standard form of policy.This bill would revise the standard forms of policy and extend the period in which to bring suit to 24 months after the inception of the loss if the loss is related to a state of emergency, as specified. By expanding the scope of an existing crime, the bill would impose a state-mandated local program.This bill contains other related provisions and other existing laws. **Last Amended on 7/3/2018**
AB 2645 Patterson R Greenhouse Gas Reduction Fund: forestry and fire prevention.	ASSEMBLY NAT. RES. 4/23/2018 - In committee: Set, first hearing. Hearing canceled at the request of author.	The California Global Warming Solutions Act of 2006 designates the State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. The act authorizes the state board to include use of market-based compliance mechanisms. Existing law requires all moneys, except for fines and penalties, collected by the state board as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund and to be available upon appropriation. Existing law continuously appropriates 35% of the annual proceeds of the fund for transit, affordable housing, and sustainable communities programs and 25% of the annual proceeds of the fund for certain components of a specified high-speed rail project.This bill, beginning in the 2019–20 fiscal year, would continuously appropriate $74,805,000 from the fund annually to the Department of Forestry and Fire Protection for purposes of fire prevention activities that reduce greenhouse gas emissions. This bill also, beginning in the 2019–20 fiscal year, would continuously appropriate $450,000,000 from the

		fund annually to the Department of Forestry and Fire Protection for state and local healthy forest and fire prevention programs and projects that improve forest health and reduce greenhouse gas emissions, for vegetation management projects of local entities that will reduce greenhouse gas emissions and maximize certain cobenefits, for the implementation of memorandums of understanding regarding federal lands for vegetation management that will reduce greenhouse gas emissions and maximize certain cobenefits, and for resource management, to be allocated as specified.This bill contains other existing laws.
AB 2687 Quirk-Silva D Office of Small Business.	SENATE APPR. 6/26/2018 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 9. Noes 0.) (June 25). Re-referred to Com. on APPR.	Existing law establishes the Office of Small Business Advocate within the Governor's Office of Business and Economic Development, also known as GO-Biz, and prescribes the duties and functions of the Small Business Advocate, who is also the Director of the Office of Small Business Advocate. Among these duties, the director is to serve as the principal advocate in the state on behalf of small businesses and to represent the views and interests of small businesses before other state agencies policies and activities of which may affect small businesses. This bill would require the Small Business Advocate to collaborate with the Office of Small Business and Disabled Veteran Business Enterprise Services in their activities under the Small Business Procurement Act and to post a variety of information related to small business activities on the GO-Biz Internet Web site or the advocate's Internet Web site. Among other things, the bill would require the advocate to be prepared for designation by the Office of Emergency Services to serve as an official liaison between small businesses impacted by a state of emergency and other government and nonprofit service providers and to assist in the state emergency recovery, response, and preparedness efforts related to small businesses. The bill would eliminate the duty of the Office of Small Business Advocate to post information on its Internet Web site regarding small business financial development and the efficient use of energy, as specified. **Last Amended on 6/7/2018**
AB 2889 Caballero D Timber harvesting plans: guidance and assistance.	SENATE APPR. 6/26/2018 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 9. Noes 0.) (June 26). Re-referred to Com. on APPR.	Existing law prohibits a person, as defined, from conducting timber operations, as defined, unless a timber harvesting plan that meets specified requirements and is prepared by a professional forester for those operations has been submitted to the Department of Forestry and Fire Protection. Existing law requires the department to review, approve, or require the modification of, timber harvesting plans in accordance with prescribed procedures.This bill would require the department to provide guidance and assistance to ensure the uniform and efficient implementation of processes and procedures regulating the filing, review, approval, required modification, completion, and appeal of decisions relating to timber harvesting plans, as provided. The bill would also require the department to issue guidance to achieve greater timber harvesting plan review accuracy and efficiency and to avoid duplication of efforts, as provided. **Last Amended on 4/30/2018**
AB 2898 Gloria D Emergency services: local emergencies.	SENATE THIRD READING 6/27/2018 - Read second time. Ordered to third reading. 8/6/2018 #90 SENATE SEN THIRD READING FILE - ASM BILLS	Existing law, the California Emergency Services Act, establishes the Office of Emergency Services and vests the office with responsibility for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, as specified. The act also prescribes a process for the declaration of a local emergency and permits a local emergency to be proclaimed only by the governing body of a city or county or by an official designated by ordinance adopted by that governing body. Existing law requires the governing body to review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency. This bill would instead require review of a local emergency by the governing body, as described above, to occur at least once every 60 days.

AB 2911 Friedman D Fire safety.	SENATE APPR. 7/3/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/13/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	(1)Existing law requires, no later than January 1, 2005, the State Fire Marshal, in consultation with the Director of Forestry and Fire Protection and the Director of Housing and Community Development, to recommend building standards that provide for comprehensive site and structure fire risk reduction to protect structures from fires spreading, as provided. This bill would require the State Fire Marshal, no later than January 31, 2020, in consultation with the Director of Forestry and Fire Protection and the Director of Housing and Community Development, to recommend updated building standards that provide for comprehensive site and structure fire risk reduction to protect structures from fires spreading, as specified, based on lessons learned from the wildfires of 2017 and to develop a list of low-cost retrofits that provide for comprehensive site and structure fire risk reduction, as provided. This bill contains other related provisions and other existing laws. **Last Amended on 7/3/2018**
AB 2915 Caballero D Workforce development boards: mutual disaster aid assistance: memorandum of understanding.	SENATE APPR. 6/28/2018 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 5. Noes 0.) (June 27). Re-referred to Com. on APPR. 8/6/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	Existing law, the California Workforce Innovation and Opportunity Act, establishes the California Workforce Development Board as the body responsible for assisting the Governor in the development, oversight, and continuous improvement of California's workforce investment system and the alignment of the education and workforce investment systems to the needs of the 21st century economy and workforce. That act prescribes specific tasks with which the board assists the Governor, including the development and updating of comprehensive state performance accountability measures, to assess the effectiveness of the core programs in the state as required under specific federal law. That act also requires the establishment of a local workforce development board in each local workforce development area of the state to, among other things, develop effective linkages with employers in the region to support employer utilization of the local workforce development system and to support local workforce investment activities.The bill would require, by July 1, 2020, the California Workforce Development Board to develop, in conjunction with the Employment Development Department and with input from local workforce development boards, a policy regarding mutual aid agreements between and among local workforce development boards to enable them to effectively respond to disasters and that is consistent with applicable state and federal law. **Last Amended on 6/21/2018**
AB 2941 Berman D Health care coverage: state of emergency.	SENATE THIRD READING 7/3/2018 - Read second time. Ordered to third reading. 8/6/2018 #160 SENATE SEN THIRD READING FILE - ASM BILLS	Existing law, the Knox-Keene Health Care Service Plan Act of 1975 (Knox-Keene), provides for the licensure and regulation of health care service plans by the Department of Managed Health Care, and makes a willful violation of the act a crime. Existing law provides for the regulation of health insurers by the Department of Insurance. Existing law requires the Department of Managed Health Care and the Insurance Commissioner to adopt regulations to ensure enrollees and insureds have access to needed health care services in a timely manner, and requires a health care service plan contract or health insurance policy to provide information to an enrollee or insured regarding the standards for timely access to care.This bill would require a health care service plan or health insurer to provide its enrollees or insureds who have been displaced by a state of emergency, as defined, access to medically necessary health care services, as specified. The bill would require a health care service plan or health insurer, within 48 hours of a declaration of emergency by the Governor that displaces or has the immediate potential to displace enrollees or insureds, to file a notification with the appropriate department, containing specified information regarding how the plan or insurer is addressing the needs of its enrolles or insureds during the state of emergency. Because a willful violation of the bill's requirements relative to health care service plans would be a crime, the bill would impose a state-mandated local program.This bill contains other related provisions and other existing laws. **Last Amended on 6/19/2018**

AB 3257 Committee on Natural Resources Natural resources.	SENATE APPR. 6/26/2018 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 9. Noes 0.) (June 26). Re-referred to Com. on APPR. 8/13/2018 10 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair	(1)Existing law, the Surface Mining and Reclamation Act of 1975, prohibits a person, with exceptions, from conducting surface mining operations unless, among other things, a permit is obtained from, a specified reclamation plan is submitted to and approved by, and financial assurances for reclamation have been approved by the lead agency, as defined, for the operation of the surface mining operation. The act requires that the State Mining and Geology Board submit to the Legislature each year a report on the actions taken under the act during the preceding fiscal year, and requires the Division of Mine Reclamation in the Department of Conservation, at a minimum, to quarterly publish in the California Regulatory Notice Register, or otherwise make available upon request to the Department of General Services or any other state or local agency, a list identifying specified information pertaining to surface mining operations for which a report is required.This bill would revise the information to be included in that list, and would require identification of all surface mining operations subject to the act that are newly permitted, active, or idle and not reported pursuant to a specified provision.The act requires every lead agency to adopt ordinances for the review and approval of reclamation plans, financial assurances, and surface mining operation permits. Existing law requires that within 90 days of a surface mining operation becoming idle, as defined, the operator submit to the lead agency for review and approval an interim management plan, and requires the lead agency within 60 days of receipt of the interim management plan, or a longer period mutually agreed upon by the lead agency and the operator, to review and approve the plan in accordance with its ordinance and notify the operator in writing, or otherwise proceed as provided.This bill would instead require the lead agency, within 45 days of receipt of the interim management plan, to review the plan in accordance with its ordinance, and if the plan satisfies specified requirements under the act, to forward the plan to the Supervisor of Mine Reclamation for comment. The bill would also revise certain procedures and requirements for the review and approval of interim management plans by the supervisor, as prescribed.The act requires the lead agency to cause surface mining operations to be inspected at intervals of no more than 12 months, solely to determine whether the surface mining operation is in compliance with the act, and to, among other things, provide a notice of completion of inspection to the supervisor specifying, as applicable, certain information about aspects of the surface mining operation and a statement of the lead agency's intended response to any aspects of the surface mining operation found to be inconsistent with the act.This bill would additionally require that the notice of completion of inspection include a statement as to whether the surface mining operation is out of compliance with an order to comply or stipulated order to comply issued by the lead agency. The bill would make related changes.This bill would delete obsolete references in these provisions.This bill contains other related provisions and other existing laws. **Last Amended on 6/18/2018**
ACA 24 Waldron R Property taxation: transfer of base year value: disaster relief.	ASSEMBLY REV. & TAX 6/28/2018 - Referred to Com. on REV. & TAX.	The California Constitution generally limits ad valorem taxes on real property to 1% of the full cash value of that property. For purposes of this limitation, "full cash value" is defined as the assessor's valuation of real property as shown on the 1975–76 tax bill under "full cash value" or, thereafter, the appraised value of that real property when purchased, newly constructed, or a change in ownership has occurred. The California Constitution, in the case of property that is substantially damaged or destroyed, as defined, by a disaster, as declared by the Governor, requires the Legislature to provide for the transfer of base year value, to a comparable property within the same county that is acquired or newly constructed as a replacement for the substantially damaged or destroyed property, and authorizes the Legislature, if a county ordinance so providing has been adopted, to provide for the transfer of base year value to comparable replacement property of equal or lesser value that is located within another

		county.This measure would additionally require the Legislature to provide for the transfer of base year value of property that is substantially damaged or destroyed by a disaster, as declared by the Governor, occurring on or after January 1, 2017, to July 1, 2018, to comparable property located within the same or a different county that is acquired or newly constructed as a replacement for the substantially damaged or destroyed property. The measure would limit this provision to intercounty transfers of base year value that occur on or after the effective date of the measure.
SB 819 **Hill D** Electrical and gas corporations: rates.	ASSEMBLY APPR. 6/27/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/8/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair	Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations and gas corporations. Existing law authorizes the commission to establish rules for all public utilities, subject to control by the Legislature. Existing law authorizes the commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. Existing law prohibits a gas corporation from recovering any fine or penalty in any rate approved by the commission.This bill would additionally prohibit an electrical corporation from recovering a fine or penalty through a rate approved by the commission and would make related nonsubstantive changes.This bill contains other related provisions and other existing laws. **Last Amended on 6/27/2018**
SB 821 **Jackson D** Emergency notification: county jurisdictions.	ASSEMBLY THIRD READING 6/26/2018 - Read second time. Ordered to third reading. 8/6/2018 #86 ASSEMBLY THIRD READING FILE - SENATE BILLS	The California Emergency Services Act establishes the Office of Emergency Services in the office of the Governor and provides that the office is responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, including activities necessary to prevent, respond to, recover from, and mitigate the effects of emergencies and disasters to people and property. This bill would authorize each county, including a city and county, to enter into an agreement to access the contact information of resident accountholders through the records of a public utility or other agency responsible for water service, waste and recycling services, or other property-related services for the sole purpose of enrolling county residents in a county-operated public emergency warning system. The bill would specify that any county that enters into such an agreement would be required to include procedures to enable any resident to opt out of the warning system and a process to terminate the receiving agency's access to the resident's contact information. The bill would prohibit the use of the information gathered for any purpose other than for emergency notification.This bill contains other existing laws. **Last Amended on 6/25/2018**
SB 824 **Lara D** Insurers: declared disaster: homeowners' insurance policies.	ASSEMBLY APPR. 6/28/2018 - Read second time and amended. Re-referred to Com. on APPR.	(1)Existing law requires an insurer to comply with certain procedures relating to the cancellation of insurance policies, except as specified, in the case of a total loss to the primary insured structure under a residential policy. Among other requirements, an insurer may not cancel coverage while the primary insured structure is being rebuilt, as specified, nor use the fact that the primary insured structure is in damaged condition as a result of the total loss as the sole basis for a decision to cancel the policy, and must offer, at least once, to renew the policy, as specified, if the total loss to the primary insured structure was caused by a disaster.This bill would prohibit, subject to certain exceptions, an insurer from canceling or refusing to renew a policy of residential property insurance for one year after the declaration of a state of emergency based solely on the fact that the insured structure is located in an area in which a wildfire has occurred, with respect to an insured property located within or adjacent to the fire perimeter, as specified.This bill contains other related provisions and other existing laws. **Last Amended on 6/28/2018**
SB 833 **McGuire D**	ASSEMBLY APPR. 7/5/2018 - Read second time and amended. Re-referred to	The California Emergency Services Act establishes the Office of Emergency Services (OES) in the office of the Governor and provides that OES is responsible for the state's emergency and

Emergency alerts: evacuation orders: operators.	Com. on APPR. 8/8/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair	disaster response services for natural, technological, or manmade disasters and emergencies. The act also provides for systems for the public dissemination of alerts regarding missing children, attacks upon law enforcement officers, and missing persons who are 65 years of age or older, among others, and requires the Department of the California Highway Patrol to activate these systems and issue alerts upon the request of a law enforcement agency if certain conditions are met. This bill would require that mass notifications and the communication of protective actions be conveyed broadly or to a targeted population based on the conditions and risk assessment of he responsible local government and specify options for notification. The bill would further require, on or before January 1, 2019, OES to establish guidelines and best practices for public alerts and warnings and the use of mass notification systems, as provided. On or before July 1, 2019, the bill would require OES to both ensure that each emergency management office within a county or city shall become a registered IPAWS WEA operator and has up-to-date IPAWS software and equipment. The bill also would require OES to ensure that emergency management personnel trained on the WEA system receive yearly training in IPAWS and WEA software and equipment operation.This bill contains other related provisions and other existing laws. **Last Amended on 7/5/2018**
SB 894 **Dodd D** Property insurance.	ASSEMBLY SECOND READING 7/5/2018 - Read second time and amended. Ordered to second reading. 8/6/2018 #1 ASSEMBLY SECOND READING FILE -- SENATE BILLS	Existing law requires an insurer, in the case of a total loss to the primary insured structure under a policy of residential property insurance, to offer to renew the policy at least once if the loss to the primary insured structure was caused by a disaster, as defined, and was not also due to the negligence of the insured, except as specified.This bill would instead, under specified circumstances, require the insurer to offer to renew the policy for at least the next 2 annual renewal periods or 24 months, whichever is greater.This bill contains other related provisions and other existing laws. **Last Amended on 7/5/2018**
SB 901 **Dodd D** Electrical corporations: local publicly owned electric utilities: electrical cooperatives: wildfire mitigation plans and measures.	SENATE CONFERENCE COMMITTEE 7/6/2018 - Assembly Members Holden (Co-chair), Dahle, Mayes, Reyes, and Wood appointed to Conference Committee. 8/7/2018 2 p.m. - John L. Burton Hearing Room (4203) SENATE CONFERENCE COMMITTEE ON SB 901, HOLDEN AND DODD, Chairs8/9/2018 Upon Adjournment of Assembly and Senate Session - John L. Burton Hearing Room (4203) SENATE CONFERENCE COMMITTEE ON SB 901, HOLDEN AND DODD, Chairs8/6/2018 #125 ASSEMBLY IN CONFERENCE8/6/2018 #14 SENATE SEN IN CONFERENCE	Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations, while local publicly owned electric utilities and electrical cooperatives are under the direction of their governing boards. Existing law requires each electrical corporation, local publicly owned electric utility, and electrical cooperative to construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of catastrophic wildfire posed by those electrical lines and equipment. Existing law requires each electrical corporation to annually prepare a wildfire mitigation plan and to submit its plan to the commission for review, as specified. Existing law requires the commission to review and comment on the submitted plan, as specified. Existing law requires the governing board of a local publicly owned electric utility or electrical cooperative to determine whether any portion of the geographical area where the utility's overhead electrical lines and equipment are located has a significant risk of catastrophic wildfire resulting from those electrical lines and equipment and, if so, requires the utility, at an interval determined by its board, to present to its board for approval those wildfire mitigation measures the utility intends to undertake to minimize the risk of its overhead electrical lines and equipment causing a catastrophic wildfire.This bill would require a wildfire mitigation plan prepared by an electrical corporation, and wildfire mitigation measures prepared by a local publicly owned electric utility or electrical cooperative, to include a description of the factors the preparing entity uses to determine when it may be necessary to deenergize its electrical lines and deactivate its reclosers, including meteorological and fire threat conditions, and an assessment of risks to the health and welfare of customers who may lose power. The bill would also require a wildfire mitigation plan and wildfire mitigation measures to include appropriate and feasible procedures for notifying customers, including, as a

		priority, critical first responders, health care facilities, and operators of telecommunications infrastructure, who may be impacted by the deenergizing of electrical lines.This bill contains other related provisions and other existing laws. **Last Amended on 7/2/2018**
SB 917 **Jackson D** Insurance policies.	ASSEMBLY THIRD READING 7/3/2018 - Read second time. Ordered to third reading. 8/6/2018 #111 ASSEMBLY THIRD READING FILE - SENATE BILLS	Existing law regulates insurance and the business of insurance in the state. Under existing law, an insurer is liable for a loss of which a peril insured against was the proximate cause, although a peril not contemplated by the contract may have been a remote cause of the loss. Under existing law, an insurer is not liable for a loss of which the peril insured was only the remote cause.This bill would require coverage to be provided if a loss or damage results from a combination of perils, one of which is a landslide, mudslide, mudflow, debris flow, or other similar earth movement, if an insured peril is the efficient proximate cause of the loss or damage and coverage would otherwise be provided for the insured peril. The bill would require coverage to be provided under the same terms and conditions as would be provided for the insured peril. The bill would state that it does not constitute a change in, but is declaratory of, existing law, and that it does not alter or abrogate any defenses, either in contract or law, that existed prior to January 1, 2019. **Last Amended on 7/2/2018**
SB 929 **McGuire D** Special districts: Internet Web sites.	ASSEMBLY THIRD READING 7/2/2018 - From consent calendar on motion of Assembly Member Calderon. 8/6/2018 #107 ASSEMBLY THIRD READING FILE - SENATE BILLS	The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 provides the exclusive authority and procedure for the initiation, conduct, and completion of changes of organization and reorganization for special districts, as specified. The California Public Records Act requires a local agency to make public records available for inspection and allows a local agency to comply by posting the record on its Internet Web site and directing a member of the public to the Web site, as specified.This bill would, beginning on January 1, 2020, require every independent special district to maintain an Internet Web site that clearly lists contact information for the special district, except as provided. Because this bill would require local agencies to provide a new service, the bill would impose a state-mandated local program.The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.This bill would make legislative findings to that effect.This bill contains other existing laws. **Last Amended on 3/6/2018**
SB 969 **Dodd D** Automatic garage door openers: backup batteries.	ASSEMBLY THIRD READING 7/5/2018 - Read second time. Ordered to third reading. 8/6/2018 #115 ASSEMBLY THIRD READING FILE - SENATE BILLS	Existing law requires an automatic garage door opener that is manufactured for sale, purchased, sold, offered for sale, or installed in a residence to comply with specified safety requirements, including that the automatic garage door opener have an automatic reverse safety device. This bill, beginning July 1, 2019, would also require an automatic garage door opener that is manufactured for sale, sold, offered for sale, or installed in a residence to have a battery backup function that is designed to operate when activated because of an electrical outage. The bill would make a violation of those provisions subject to a civil penalty of $1,000. The bill would, on and after July 1, 2019, prohibit a replacement residential garage door from being installed in a manner that connects the door to an existing garage door opener that does not meet the requirements of these provisions. **Last Amended on 6/14/2018**
SB 1040 **Dodd D** In-home	ASSEMBLY APPR. 6/27/2018 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 0.) (June 27). Re-referred to Com. on APPR.	(1)Existing law establishes the In-Home Supportive Services (IHSS) program, administered by the State Department of Social Services and counties, under which qualified aged, blind, and disabled persons are provided with supportive services, as defined, in order to permit them to remain in their own homes. The California Emergency Services Act authorizes the Governor to

supportive services: natural disaster.	8/8/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair	declare a state of emergency under specified conditions and requires a county, including a city and county, to update its emergency plan to address, among other things, how the access and functional needs population, as defined, is served by emergency communications, evacuation, and sheltering.This bill would require a county to use a void and reissue warrant process for any provider who lost or had damaged an uncashed warrant because of a natural disaster resulting in a state of emergency. The bill would require a county, including a city and county, at the next update to its emergency plan, to integrate and require the assessment and provision of supportive services to IHSS recipients.This bill contains other related provisions and other existing laws. **Last Amended on 6/19/2018**
SB 1076 Hertzberg D Emergency preparedness: electrical utilities: electromagnetic pulse attacks and geomagnetic storm events.	ASSEMBLY APPR. 7/5/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/8/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair	The California Emergency Services Act creates within the office of the Governor the Office of Emergency Services, which is responsible for the state's emergency and disaster response services, as specified. Existing law requires the office to update the State Emergency Plan on or before January 1, 2019, and every 5 years thereafter.This bill would require the office to update the State Emergency Plan to include cost-effective preparedness recommendations to feasibly harden the critical infrastructure of electrical utilities against an electromagnetic pulse attack, geomagnetic storm event, or other potential cause of a long-term outage. **Last Amended on 7/5/2018**
SB 1079 Monning D Forest resources: fire prevention grants: advance payments.	ASSEMBLY THIRD READING 7/2/2018 - Read second time. Ordered to third reading. 8/6/2018 #103 ASSEMBLY THIRD READING FILE - SENATE BILLS	Existing law authorizes the Director of Forestry and Fire Protection to provide grants to entities, including, but not limited to, private or nongovernmental entities, Native American tribes, or local, state, and federal public agencies, for the implementation and administration of projects and programs to improve forest health and reduce greenhouse gas emissions. The Budget Act of 2017 appropriated moneys to the Department of Forestry and Fire Protection for purposes of, among other things, providing local assistance grants, grants to fire safe councils, and grants to qualified nonprofit organizations with a demonstrated ability to satisfactorily plan, implement, and complete a fire prevention project for these same purposes, as provided.This bill would, until January 1, 2024, authorize the director to authorize advance payments to a nonprofit organization, a local agency, a special district, a private forest landowner, or a Native American tribe from the grant awards specified above. The bill would prohibit a single advance payment from exceeding 25% of the total grant award. The bill would place specified requirements on the grantee of the advance payment, including that the grantee file an accountability report with the department, as provided. The bill would require the department to provide a report to the Legislature on or before January 1, 2023, on the outcome of the use of the advance payments.This bill contains other related provisions. **Last Amended on 6/28/2018**
SB 1088 Dodd D Safety, reliability, and resiliency planning: general rate case cycle.	ASSEMBLY RLS. 7/5/2018 - Re-referred to Com. on RLS. pursuant to Assembly Rule 96.	Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations and gas corporations. Existing law authorizes the commission, after a hearing, to require every public utility to construct, maintain, and operate its line, plant, system, equipment, apparatus, tracks, and premises in a manner so as to promote and safeguard the health and safety of its employees, passengers, customers, and the public. Existing law requires electrical corporations to annually prepare and submit a wildfire mitigation plan to the commission for review. Existing law requires the commission to establish standards for disaster and emergency preparedness plans, as specified, and requires an electrical corporation to develop, adopt, and update an emergency and disaster preparedness plan, as specified.This bill would require the office, in consultation with specified public entities, by September 30, 2019, to

		adopt standards for reducing risks from a major event, as defined. The bill would require those standards to include model policies that may be undertaken by local governments regarding, among other things, defensible space, and actions that may be undertaken by an electrical or gas corporation, a local publicly owned electric or gas utility, or a water utility to reduce the risk of fire occurring during a major event. The bill would require the office to update the standards at least once every 2 years.This bill contains other related provisions and other existing laws. **Last Amended on 7/3/2018**
SB 1181 **Hueso D** Emergency services: certified community conservation corps.	ASSEMBLY APPR. 6/21/2018 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 19. Noes 0.) (June 20). Re-referred to Com. on APPR. 8/8/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair	Existing law, the California Emergency Services Act, grants the Governor certain powers to be exercised in accordance with the State Emergency Plan and programs for the mitigation of the effects of an emergency. Existing law creates the Office of Emergency Services within the Governor's office and commits to the office the responsibility for the state's response services for natural, technological, or manmade disasters and emergencies.This bill would authorize the Office of Emergency Services to enter into an agreement directly with one or more certified community conservation corps, as defined, to perform emergency or disaster response services as the office deems appropriate.
SB 1205 **Hill D** Fire protection services: inspections: compliance reporting.	ASSEMBLY APPR. 7/2/2018 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 21. Noes 0.) (June 28). Re-referred to Com. on APPR. (Received June 29 pursuant to Joint Rule 61(b)(13)). 8/8/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair	Existing law requires the chief of any city or county fire department or district providing fire protection services and his or her authorized representatives to inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing specified building standards, not less than once each year, as provided. Existing law requires every city or county fire department or district providing fire protection services that is required to enforce specified building standards to annually inspect certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with building standards, as provided.This bill would require every city or county fire department, city and county fire department, or district required to perform the above-described inspections to report annually to its administering authority, as defined, on the department's, or district's, compliance with the above-described inspection requirements, as provided. The bill would require the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. To the extent this bill would expand the responsibility of a local agency, the bill would create a state-mandated local program.This bill contains other related provisions and other existing laws. **Last Amended on 6/20/2018**
SB 1260 **Jackson D** Fire prevention and protection: prescribed burns.	ASSEMBLY APPR. 7/2/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/8/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair	(1)Existing law requires a local agency to designate, by ordinance, very high fire hazard severity zones in its jurisdiction, as provided in connection with a state program for fire prevention.This bill would require the local agency to transmit a copy of the adopted ordinance to the State Board of Forestry and Fire Protection within 30 days of adoption. By imposing a new duty on a local agency, the bill would impose a state-mandated local program.This bill contains other related provisions and other existing laws. **Last Amended on 7/2/2018**
SB 1263 **Portantino D** Ocean Protection Council: Statewide	ASSEMBLY APPR. 6/28/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/8/2018 9 a.m. - State Capitol, Room	The California Ocean Protection Act establishes the Ocean Protection Council in state government and prescribes the functions and duties of the council with regard to the protection and conservation of coastal waters and ocean ecosystems.This bill would require the council, to the extent funds are available from bonds or other sources, to adopt and implement a Statewide Microplastics Strategy related to microplastic materials that pose an emerging concern for ocean health and that includes specified components, as provided. The bill would authorize the council,

Microplastics Strategy.	4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair	in collaboration with the State Water Resources Control Board, the Office of Environmental Health Hazard Assessment, and other interested entities, to enter into one or more contracts with marine research institutes in the state for the provision of research services that would contribute directly to the development of the Statewide Microplastics Strategy. The bill would require the council, subject to the availability of funding, to submit the Statewide Microplastics Strategy to the Legislature on or before December 31, 2021, and to report to the Legislature on the implementation and findings of the Statewide Microplastics Strategy, and on recommendations for policy changes or additional research, on or before December 31, 2025. **Last Amended on 6/28/2018**
SB 1305 **Glazer D** Emergency medical services providers: dogs and cats.	ASSEMBLY APPR. 6/27/2018 - Read second time and amended. Re-referred to Com. on APPR.	Existing law, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (the act), establishes the Emergency Medical Services Authority to coordinate and integrate all state activities concerning emergency medical services, including, among other duties, establishing training standards for specified emergency services personnel. The act provides a qualified immunity for public entities and emergency rescue personnel providing emergency services. The act provides other exemptions from liability for specified professionals rendering emergency medical services.This bill would authorize an emergency medical services provider, as defined, to provide basic first aid to dogs and cats, as defined, to the extent that the provision of that care is not prohibited by the provider's employer. The bill would limit civil liability for specified individuals who provide care to a pet or other domesticated animal during an emergency by applying existing provisions of state law. The definition of "basic first aid to dogs and cats" for purposes of these provisions would specifically include, among other acts, administering oxygen and bandaging for the purpose of stopping bleeding.This bill contains other existing laws. **Last Amended on 6/27/2018**
SB 1339 **Stern D** Electricity: microgrids: tariffs.	ASSEMBLY APPR. 7/5/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/8/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair	(1)Under existing law, the Public Utilities Commission (PUC) has regulatory authority over public utilities, including electrical corporations, while local publicly owned electric utilities, as defined, are under the direction of their governing boards. Existing law authorizes the commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable.This bill would require the PUC, in consultation with the State Energy Resources Conservation and Development Commission and the Independent System Operator, to take specified actions by January 1, 2020, to facilitate the commercialization of microgrids for distribution customers of electrical corporations. The bill would prohibit the PUC from permitting a microgrid that uses diesel backup or gas-combustion generation. The bill would require a local publicly owned electric utility that serves more than 700,000 customers to develop a process for interconnection of customer-supported microgrids and to make this process available by January 1, 2020. The bill would prohibit these local publicly owned electric utilities from permitting a microgrid that uses diesel backup or gas-combustion generation.This bill contains other related provisions and other existing laws. **Last Amended on 7/5/2018**
SB 1415 **McGuire D** Housing.	ASSEMBLY THIRD READING 6/28/2018 - Read second time. Ordered to third reading. 8/6/2018 #95 ASSEMBLY THIRD READING FILE - SENATE BILLS	(1)Existing law requires the State Fire Marshal, the chief of any city, county, or city and county fire department or district providing fire protection services, or a Designated Campus Fire Marshal, and their authorized representatives, to enforce in their respective areas building standards relating to fire and panic safety adopted by the State Fire Marshal and published in the California Building Standards Code, and other regulations that have been formally adopted by the State Fire Marshal for the prevention of fire or for the protection of life and property against fire or panic. Existing law also authorizes a city, county, or city and county fire department or fire protection district to adopt more stringent or restrictive regulations. This bill would require

		each entity responsible for enforcing building standards and other regulations of the State Fire Marshal, as specified, to inspect, every 5 years, all structures within the entity's responsibility that are in the Factory Industrial Group F, High-Hazard Group H, and Storage Group S occupancy classifications, as described, for compliance with those standards and regulations, or, if applicable, more stringent or restrictive local regulations. The bill would authorize an entity that inspects a structure pursuant to these provisions to charge and collect a fee from the owner of the structure to recover the costs of the inspection or related fire and life safety activities. This bill contains other related provisions and other existing laws. **Last Amended on 5/25/2018**
SB 1416 **McGuire D** Local government: nuisance abatement.	ASSEMBLY THIRD READING 7/2/2018 - Read second time. Ordered to third reading. 8/6/2018 #105 ASSEMBLY THIRD READING FILE - SENATE BILLS	Existing law authorizes the legislative body of a city or county to establish a procedure to use a nuisance abatement lien or a special assessment to collect abatement costs and related administrative costs.This bill would authorize, until January 1, 2024, the legislative body of a city or county to also collect fines related to the nuisance abatement using a nuisance abatement lien or a special assessment. The bill would require any fines or penalties related to nuisance abatement that are recovered pursuant to these provisions to be used for specified purposes relating to supporting local enforcement of state and local building and fire code standards. **Last Amended on 4/4/2018**
SB 1453 **McGuire D** Statutes of limitations.	ASSEMBLY SECOND READING 7/5/2018 - Read second time and amended. Ordered to second reading. 8/6/2018 #4 ASSEMBLY SECOND READING FILE -- SENATE BILLS	Existing law provides that civil actions can only be commenced within prescribed periods, based on the nature of the action. Existing law prescribes a limitations period of one year for, among other things, an action upon a statute for a forfeiture or penalty to the people of the state. Under existing law, this one-year period is applicable to an action to petition a court to impose a civil penalty for an intentional, knowing, or negligent violation of the Z'berg-Nejedly Forest Practice Act of 1973 (FPA) or any rules or regulations of the State Board of Forestry and Fire Protection.This bill would instead provide that such an action is subject to a 3-year limitations period, if the action is for a violation of specified provisions of the FPA or a specified regulation of the board and is related to the conversion of timberland to nonforestry-related agricultural uses. The bill would provide that the limitations period for this cause of action does not begin until discovery by the Department of Forestry and Fire Protection. **Last Amended on 7/5/2018**
SB 1477 **Stern D** Low-emissions buildings and sources of heat energy.	ASSEMBLY APPR. 7/5/2018 - Read second time and amended. Re-referred to Com. on APPR. 8/8/2018 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ FLETCHER, Chair	Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations and gas corporations. Existing law authorizes the commission to allocate up to 15% of the revenues received by an electrical corporation as a result of the direct allocation of greenhouse gas allowances to electrical distribution utilities for clean energy and energy efficiency projects established pursuant to statute that are administered by the electrical corporation, or a qualified third-party administrator as approved by the commission, and that are not otherwise funded by another funding source. This bill would require the commission to develop and administer the Technology and Equipment for Clean Heating (TECH) Initiative, a statewide market development initiative, to require gas corporations to advance the state's market for low-emission space and water heating equipment for new and existing residential and nonresidential buildings. The bill would require the commission, as a part of the initiative, to identify and target key low-emission space and water heating equipment technologies that are in an early stage of market development and that would assist the state in achieving its greenhouse gas emissions reduction goals. The bill would require the commission to develop guidelines and evaluation metrics, implement outreach strategies for hard-to-reach customers, and provide for job training and employment opportunities, in administering the TECH Initiative.This bill contains other related provisions and other existing laws. **Last Amended on 7/5/2018**

Sonoma County Recovery and Resiliency Plan Update
August 14, 2018

	Recovery & Resiliency Activity Update (not a comprehensive list)	Housing	Community Preparedness	Natural Resources	Economic Recovery	Safety Net
	Significant Completed Activities					
1	Housed close to 70 at-risk residents out of emergency shelters in one week	X				
2	Installed 43 miles of wattles in burn areas to prevent erosion			X		
3	Cleared 3,789 lots of fire debris under government program	X			X	
4	Protected hundreds of mile of streams and creeks from toxic runoff			X		
5	Conducted over 100 recovery related community meetings to support fire survivors	X	X			X
6	$3.25M emergency state grant received for dislocated workers				X	
7	2,400 subscribers to Sonoma County Recovers email newsletter	X	X	X	X	X
8	Rain warning postcards sent to 4,000 property owners in burn areas		X			
9	Flood Prevention Map and warning system created by Watershed Task Force		X	X		
10	10,700 burned trees identified that pose risks to county roads		X	X		
11	Resiliency Permit Center opened: 2700+ visitors/2000+ calls to date	X			X	
12	Rain/stream gauge network installed in burn areas with public website		X	X		
13	Created #GoSoCo campaign				X	
14	Established SBA Business Recovery Center				X	
15	40 financial institutions convened by Federal Reserve Bank of San Francisco to plan for capital needs	X				
16	Requested and Received disaster waivers from HUD	X				
17	Closed homeless encampment at Roseland Village and offered housing/services to all occupants to make way for new housing construction	X				
18	Committed $4.5 million for construction of new affordable housing properties	X				
19	Secured $250,000 from a NGO grant to build capacity of CDC as the County's lead housing agency	X				
20	Established a Streamlining Tools to Ease Permitting (STEP) taskforce with industry	X			X	
21	Job Link assisted 4,700 with disaster unemployment insurance					X
22	Urgency housing ordinances passed enabling use of RVs, rental of guest houses	X				
23	Housing Taskforce worked with FEMA to provide 120 spaces at fairgrounds	X				
24	Permit Sonoma held meetings to streamline private bridge repair and reconstruction	X				
25	Created Sonoma County Recovers – a one-stop online resource for the community	X	X	X	X	X
26	Supported block captain meetings and ongoing efforts	X	X	X	X	X
27	8 free residential landscape templates created for fire rebuild	X		X		

Sonoma County Recovery and Resiliency Plan Update
August 14, 2018

	Recovery & Resiliency Activity Update (not a comprehensive list)	Housing	Community Preparedness	Natural Resources	Economic Recovery	Safety Net
28	County staff trained in new Integrated Public Alert Warning System		X			
29	Created 90 character limit Wireless Emergency Alert message templates		X			
30	Created and recorded evacuation messages using SoCoAlert templates		X			
31	Completed After Action Report on October wildfires		X			
32	Increased size, adjust the minimum lot size, and reduce fees for certain Accessory Dwelling Units (ADU) to make delivery of affordable housing in both residential and rural areas more attractive	X				
33	Defered collection of certain Impact Fees until after building permits have been issued to allow lower carrying costs for the project and to create the option for these fees to be rolled into permanent financing for the project	X				
34	Allowed staff approval of innovative proposals through the Alternative Equivalent Proposals process when they meet established criteria	X				
35	Modifed the Single Room Occupancy (SRO) facilities provisions to allow small SROs by right and remove the size cap for larger SROs by use permit	X				
	Significant Activities In Progress					
36	Legislative advocacy on regional, state and federal level	X	X	X	X	X
37	Fire Camera pilot project at Lake Sonoma		X	X		
38	Collaborating with Spanish speaking community advocates	X	X		X	X
39	Organization of housing project piplines from all 10 jurisdictions, in partnership with SCTA	X				
40	Exploring housing opportunities on County-owned properties	X			X	
41	Leveraging Sonoma County Youth Ecology Corps model to support recovery efforts				X	
42	Identify incentive programs to harden private residential infrastructure	X	X		X	
43	Free energy rebuilding consultations offered by Energy and Sustainability	X			X	
44	$17,500 in rebuilding incentives through Sonoma Clean Power	X				
45	21,000-plus reached by California HOPE counseling program					X
46	Free chipping offered by Fire & Emergency Services		X	X		
47	Removal of thousands of burned trees along county roads that pose risk to safety		X	X		
48	Over Excavation Program with CalOES: 515 burned lots to be assessed	X			X	
49	New Countywide Grant Steering Committee reviewing external funding opportunities	X	X	X	X	X
50	Assessing Mark West Creek and other burn streams			X		

Sonoma County Recovery and Resiliency Plan Update
August 14, 2018

	Recovery & Resiliency Activity Update (not a comprehensive list)	Housing	Community Preparedness	Natural Resources	Economic Recovery	Safety Net
51	Property Assessed Clean Energy financing now available for fire recovery housing	X			X	
52	Renewal Enterprise District planning involving Sonoma Clean Power, Sonoma County Transportation Authority, City of Santa Rosa, MTC/ABAG, and various state agencies.	X			X	
53	Formation of a Building Resilient Inclusive Communities (BRIC) loan pool for affordable housing	X				
54	Collection and analysis of data in coordination with Bay Area Council and California Forward	X				
55	Planning for receipt of federal disaster funds, especially CDBG-DR	X			X	
56	District Attorney has reviewed 250+ price-gouging complaints					X
57	Assist landowners with removal of burned and damaged vegetation			X		X
58	Utilizing California Employment Development Department funding for workforce	X			X	
59	Various studies in burn areas to determine factors controlling burn severity		X	X		
60	Conduct and report water quality monitoring in and downstream of burn areas			X		
61	Engage cities countywide to help solve the housing shortage at every level	X			X	
62	Engage local agencies and non-profits as partners to help them lead private advocacy and financing efforts	X			X	
63	Engage business leaders on how they can help solve the job/housing gap	X			X	
64	Facilitate rebuilding units with clean energy programs through Sonoma Clean Power grant program	X			X	
65	Facilitate climate positive construction techniques for rebuilding homes through consultation and project planning assistance from the Energy and Sustainability Division of General Services	X				
66	Work with innovators to pilot use of modular or other alternative construction techniques	X				
67	Encourage efforts to increase work force training related to the building and construction trades at the high school level through the Career Technical Education Foundation, the Sonoma County Office of Education, the North Bay Construction Corps, and similar programs	X				
68	Support and coordinate with long-term recovery agency, Rebuild Our Community Sonoma County (ROC SC) for long-term unmet needs	X				
69	Develop employer partnerships (Higher Education, Health Systems, Major Employers) through RED and EDB	X				

Sonoma County Recovery and Resiliency Plan Update
August 14, 2018

	Recovery & Resiliency Activity Update (not a comprehensive list)	Housing	Community Preparedness	Natural Resources	Economic Recovery	Safety Net
70	Identify appropriate funding sources to address insurance gaps	X			X	
	Potential Future Activities					
71	Support programmatic EIR for Vegetation Management Program			X		
72	Explore woody biomass discussions with Sonoma Clean Power			X	X	
73	Advocate for state Healthy Forests funding for stewardship and governance		X	X		
74	Install Regional Fire Cameras		X			
75	Housing Recovery ballot measure	X			X	
76	Formation and operationalizing of RED JPA	X				
77	Adjust land use regulations to reduce cycle time, create greater certainty of approval	X				
78	Update planning studies to support regional housing needs, including near SMART	X				
79	Collaborate with partners to support workforce housing solutions	X			X	
80	Develop and implement new mechanisms to expedite housing approvals and financing	X				
81	Build sustainable career pathways, especially in the area of construction				X	X
82	Conduct a Board of Supervisors Safety Net Services Recovery Workshop in August					X
83	Wire Emergency Alert system test in September		X			
84	Storm patrol preparedness and winter monitoring		X	X		X
85	Assess and rehabilitate dozer scars and plan for future access		X	X		
86	Create a Sonoma County Cooperative Education Program	X			X	
87	Updated fire safety plans for Regional Parks and Preserves		X	X	X	
88	Roadside fuels assessment and treatment in northwest Sonoma County		X	X		
89	Develop scorecard report on new housing units built in the unincorporated County					
90	Planning outreach and fuels treatments in Lake Sonoma Watershed		X	X		
91	Advocate for solutions to private disabled/destroyed utilities in a disaster		X			X
92	Facilitate hardened construction techniques for rebuilding homes through consultation and project planning assistance from the County Fire Marshal's prevention office		X			
93	Facilitate opportunities for new construction worker housing through use of RV sites	X			X	
94	Explore public-private partnerships for ride sharing programs to create affordable transportation solutions				X	X
95	Explore opportunities to leverage SMART and expand, adjust, and discount bus routes, especially for displaced residents				X	X

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 24
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors
Board Agenda Date:	August 14, 2018
Vote Requirement:	Majority
Department or Agency Name(s):	General Services, Economic Development Board, Board of Supervisors, Information Systems
Staff Name and Phone Number:	Shane Lewis (ISD) 565-6031, Kay Lowtrip (BOS) 565-3747, Debbie Fox (EDB) 565-7298
Supervisorial District(s):	All
Title:	Video Production Services Agreement

Recommended Actions:

Authorize the Chair of the Board to execute an Agreement with Culture Pop Films for Video Production Services for a three year period from September 1, 2018 to August 31, 2021 for an amount not to exceed $258,354.

Authorize the Chair of the Board the option to execute two extensions for a period of one year each.

Executive Summary:

In June 2018 a Request For Proposals was issued seeking Video Production Services for the Board of Supervisors general public meetings, the Economic Development Board's annual State of the County address, and various other videography needs by other County departments. The County received two proposals from qualified vendors. After a thorough, weighted evaluation of the proposals, conducted by a review team comprised of staff from General Services, Information Systems, Economic Development Board, and Board of Supervisors departments, the review team recommends that we enter into an agreement with Culture Pop Films.

Discussion:

The Request For Proposals that was recently concluded sought out qualified video production service providers to capture, record and distribute various County events including its Board of Supervisors regular, weekly meetings and State of the County annual event sponsored by the Economic Development Board.

Culture Pop Films is the current vendor providing Video Production Services to the Board of Supervisors, Economic Development Board and other County departments in accordance with a contract that was awarded on September 1, 2015.

BOARD OF SUPERVISORS

The Board of Supervisors has been streaming meetings for the general public since 2009. Audio and video content are currently produced by Culture Pop Films, a local production company, using the County's broadcasting production booth. A digital recording is uploaded to a third party automated hosted solution for live viewing and available for on-demand access via an archival repository. County owns a copy of all archives (since 2010) which reside on a County owned premise server. In compliance with the Americans with Disabilities Act, all significant audio content is transcribed in real-time (closed captioning) and integrated through the streamed video solution.

The list of services that will be provided include:

a) Video and audio recording of County events, public addresses, and trainings;
b) Capture includes sending the live video signal to County's streaming media third party vendor;
c) Operation of the camera in the control room;
d) Provision of professional recording staff and recording equipment;
e) Conversion of recordings to digital masters;
f) Distribution of recordings as requested through live webcasts, web streaming, and local public access television;
g) Post production editing services;
h) Provision one (1) DVD immediately following the Board of Supervisors meetings; and
i) Provision of multiple additional DVDs, not to exceed five (5), to media centers designated by the Board of Supervisors.

ECONOMIC DEVELOPMENT BOARD

For more than ten years, the Economic Development Board has produced the State of the County address whereby the Chair of the Board of Supervisors presents the County's annual report to the community at an off-site location typically in the large ballroom of a local hotel.

The list of services that will be provided include:

a) Production management;
b) Pre-production planning, consultation and graphic preparation;
c) Location setup & teardown services;
d) Live digital video capture of the event;
e) Presentation of PowerPoint in separate feed from presenters vacillating between PowerPoint and presenter; and
f) Post-production editing, DVD mastering, processing and uploading files to YouTube with full caption of all uploaded videos.

g) Provide 3 DVD masters of the full event and an upload of the finished program to YouTube with the addition of participant name keys, production credits and acknowledgements. If necessary, in 3 or 4 segments.

Prior Board Actions:

8/25/2015 – Item No. 18 Board approved an agreement with Santa Rosa Community Media Access Center, Inc. in an amount not-to-exceed $117,900 for a three year period from July 1, 2015 to June 30, 2018 and Culture Pop Films, Inc. on an as needed basis for a three year period from September 1, 2015 to August 31, 2018

6/10/2014 – Item No. 49 Board approved an agreement with CMC in the amount of $55,000

6/4/2013 – Item No. 42 Board approved an agreement with CMC

5/22/2012 – Item No. 34 Board approved an agreement with CMC in the amount of $50,000

12/13/2011 - Board authorized the first amendment with CMC agreement increasing the amount to $50,000

9/29/2009 – Item No. 29 Board approved an agreement with Community Media Center (CMC) to film Board meetings and the "Sonoma County Today" show

Strategic Plan Alignment Goal 4: Civic Services and Engagement

This service agreement will enable the Board of Supervisors, Economic Development Board and other county departments to provide live streaming video of Board meetings and annual state of the County address to encourage citizen participation in County government.

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	86,118	86,118	86,118
Additional Appropriation Requested			
Total Expenditures	**86,118**	**86,118**	**86,118**
Funding Sources			
General Fund/WA GF	67,500	67,500	67,500
State/Federal			
Fees/Other	18,618	18,618	18,618
Use of Fund Balance			
Contingencies			
Total Sources	**86,118**	**86,118**	**86,118**

Narrative Explanation of Fiscal Impacts:

The County receives approximately $1.4 million in franchise fees from cable operators' activities, of which $67,500 has been budgeted annually for filming and video production services of Board of Supervisors' public meetings, this is budgeted within the special projects unit managed by Transportation and Public Works. The EDB's annual cost for services is $4,398 per year funded with Transient Occupancy Tax funds allocated to the department. The remainder of $14,220 is anticipated to be available in other departmental budgets, should they need to use the services.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Attachment 1: Professional Service Agreement
Attachment 2: Request For Proposal – Video Production Services

Related Items "On File" with the Clerk of the Board:

Agreements and related exhibits with Community Media and Culture Pop Films.

Standard Professional Services Agreement ("PSA")
Revision G – June 2016

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of _____, 2018 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Daydreamer Cinema, LLC dba Culture Pop Films (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified Video Production Service Provider, experienced in capturing, recording and distributing video and related services; and

WHEREAS, in the judgment of the County of Sonoma, it is necessary and desirable to employ the services of Consultant for video production and distribution.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

l. Scope of Services.

1.1 Consultant's Specified Services**.** Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultants work by County shall not operate as a

waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the rates set forth in Exhibit A, provided, however, that total payments to Consultant shall not exceed Two Hundred Fifty Eight Thousand Three Hundred Fifty Four dollars ($258,354), without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from September 1, 2018 to August 31, 2021 unless terminated earlier in accordance with the provisions of Article 4 below.

3.1 Extension Options: County shall have two (2) options to extend the term of this agreement for an additional one (1) year each, which shall include all the provisions within Exhibit A, following the expiration of the initial term, by providing written notice to contractor at least thirty (30) days prior to the expiration of the initial term.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.
In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or

prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Information Systems Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When

reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Board of Supervisors
575 Administration Dr.
Room 100A
Santa Rosa, CA 95403

Economic Development Board
141 Stony Circle, Suite 110
Santa Rosa, CA 95401

Information Systems Department
2615 Paulin Dr.
Santa Rosa, CA 95403

General Services Department
2300 County Center Dr. #A200
Santa Rosa, CA 95403

TO: CONSULTANT:

Culture Pop Films
111 5th Street
Santa Rosa, CA 95401

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: Daydreamer Cinema LLC, dba Culture Pop Films

By: Jamie Tuell

Name: Jamie Tuell

Title: CEO

Date: 8/1/2018

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE REVIEWED AND ON FILE:

By:_____
Information Systems Department Head or Designee

Date: _____

By:_____
Economic Development Board Head or Designee

Date: _____

By:_____
General Services Department Head or Designee

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

AGREEMENT EXECUTED:

By: _____
Chair Board of Supervisors

Date: _____

Date: _____

ATTEST:

_____

Clerk of the Board of Supervisors

Exhibit A - Statement of Work/Rate Sheet

Daydreamer Cinema LLC dba Culture Pop Films agrees to provide media creation and production services to County departments for the purpose of creating media content for department public communications, plus providing public meeting video coverage

2018 Culture Pop Films Ratesheet

Production Crew

Pre-Production	Day-Rate	Qty	Days	Description	Total
Director	$1,270			*Responsible for all creative aspects of film*	$0.00
Producer	$1,150			*Organizes and initiates all aspects of film*	$0.00
Director of Photography	$1,220			*Chief Camera, lighting and framing*	$0.00
Script Writer	$900			*Creates script for screen + continuity*	$0.00
Storyboard	$650			*Creates visual scenes and mockups for film*	$0.00
Location Manager / Scout	$550			*Does footwork + photos for potential Locations*	$0.00
Admin / Bookkeeping	$250			*General admin. legal ,bookkeeping and permits*	$0.00
Set / Art Designer	$720			*Creates the physical, visual appearance of film*	$0.00
Wardrobe Supervisor	$650			*Designs and manages Talent wardrobe*	$0.00
Research & Development	$450			*General research from locations to continuity*	$0.00

Production	Day-Rate	Qty	Days	Description	Total
Director	$1,270			*Responsible for all creative aspects of film*	$0.00
Producer	$1,150			*Organizes and initiates all aspects of film*	$0.00
Director of Photography	$1,220			*Chief Camera, lighting and framing*	$0.00
Camera Operator	$800			*Under direction from D.O.P. or Director*	$0.00
Photographer	$1,220			*Still Photographer*	$0.00
Photo assistant	$950			*Under direction from D.O.P. or Director*	$0.00
Gaffer / Lighting Technician	$700			*Responsible for all aspects of lighting set up*	$0.00
Grip	$600			*Responsible for all aspects of lighting set up*	$0.00
Production Sound Tech	$950			*Responsible for recording all sound for film*	$0.00
Production Assistant	$400			*Helps with general tasks (runner)*	$0.00
Script Supervisor	$900			*Creates script for screen + continuity*	$0.00
Location Manager/Scout	$550			*Does footwork + photos for potential Locations*	$0.00
Set / Art Designer	$720			*Creates the physical, visual appearance of film*	$0.00
Wardrobe Supervisor	$650			*Designs and manages Talent wardrobe*	$0.00
Makeup Artist / Hairdresser	$580			*Hairdressing For talent*	$0.00
Casting Director	$800			*Per Project, If applicable*	$0.00
Talent	As needed			*Per Project, If applicable*	
Studio Rental	$1,000			*$500 Half-day (5 hr), $1000 Full-day (10 hr)*	$0.00
Location Rental	As needed			*Per Project, If applicable*	
Set Construction	As needed			*Per Project, If applicable*	
Permits	As needed			*Per Project, If applicable*	
Catering	As needed			*Per Project, If applicable*	
Craft Services	As needed			*Per Project, If applicable*	

Post-Production	Day-Rate	Qty	Days	Description	Total
Director	$1,270			*Directs post production dept. to completion*	$0.00
Producer	$1,150			*Works with Director for creative aspects*	$0.00
Editor/Colorist	$1,200			*Assembles various shots into coherent film*	$0.00
Motion Graphic Artist	$1,350			*Visual effects artist for film*	$0.00
Assistant Editor	$750			*Assists Editor(s)*	$0.00
Photo Editing	$850			*Editing still photos*	$0.00
Sound Designer	$950			*Creates, balances all aspects of sound for film*	$0.00
Foley Artist	$650			*Creates ambient, routine sound effects for film*	$0.00
Voice Over Talent	$500			*Artist for narratives style projects*	$0.00
Music Licensing	$699			*Music licensed -non broadcast, Per Song*	$0.00
Graphic Designer	$650			*Creates main graphics for film*	$0.00
DVD Authoring/Design	$650			*Designs DVD menus and creates master copy*	$0.00
Web Encode/Formats	$350			*Creates different formats for all mediums*	$0.00
Media Support	$650			*Client Support*	$0.00
HD Project Storage	$110			*Per 500 GIG*	$0.00

Additional Expenses	Expense	Qty	Days	Description	Total
Per Diem	As needed			*$50/day per person, if applicable*	
Flights	As needed			*Per Person, If applicable*	
Lodging	As needed			*Per Person, If applicable*	
Mileage	$1			*.50 Per Mile over 25 mile Radius*	$0.00
Auto Rental	As needed			*Per Project, If applicable*	

Equipment Rate Sheet

Camera Kits	Day-Rate	Qty	Days	Description	Total
HERO 4K Kit	$25			Includes Mounting Options, Batteries, Cards and Case	$0.00
5D MK3 Kit	$113			Rode video mic, Batteries, Memory Cards, 3 Canon Lenses and Flash	$0.00
C100 Kit	$222			Includes Batteries, Memory Cards, Lav Kit, 24-105 Lens, 70-200 LensTripod, Monopod and Roller	$0.00
Panasonic GH5 Kit	$257			Batteries, Cards, Lav Kit, Gimbal, Lenses, Adaptors, Monitor, Tripod, Monopod and Roller	$0.00
Canon C200 Kit	$299			Includes Batteries, Lav Kit, Memory Cards, 24-105 Lens, 70-200 Lens Tripod, Monopod and Roller	$0.00

Aerial Packages	Day-Rate	Qty	Days	Description	Total
DJI Mavic Pro 4K	$80			Full 4K Aerial System Small	$0.00
DJI Phantom Pro 4K	$100			Full 4K Aerial System	$0.00

Camera Monitoring	Day-Rate	Qty	Days	Description	Total
Prod Monitoring Kit	$240			Inc. Lg Monitor, Dir Monitor, Batts, Transmission, Cables and Roller	$0.00

Specialty Packages	Day-Rate	Qty	Days	Description	Total
Large Crane	$525				$0.00
Edelkrone Auto Slider	$322			Automated Slider w/GH5 Kit	$0.00
Pro Suction Mount	$48			Heavy Duty Suction Set	$0.00
Floor Dolly Roller	$35			Floor Dolly, Tripod, Rails and Roller	$0.00
Shuttle Dolly Roller	$88			Rails, Stands, Shuttle and Roller	$0.00

Lighting Kits	Day-Rate	Qty	Days	Description	Total
Full Lighting Kit	$285			Full lighting kit including 7 Lights, Stands, Modifiers (2) Rollers	$0.00
Flash Lighting Kit (Strobes)	$150			3 Strobes, Stands, Modifiers,	$0.00

Sound Kits	Day-Rate	Qty	Days	Description	Total
Prod Sound Kit	$310			Wireless Lavs, Boom, Mics, Recorders, Cables and Roller	$0.00

Full Production Kits	Day-Rate	Qty	Days	Description	Total
Photography Full Prod Kit	$263			Strobe Kit and Canon 5D MK3 Kit	$0.00
Post-production Editing Kit	$472			Post-production computers and editing software	
Red Dragon Full Prod Kit	$1,868			Red Epic Dragon Roller, Monitoring Kit, Floor Dolly Kit, Shuttle Dolly Kit, Lighting Kit, Zeiss Otus Primes, Remote Follow Focus, Sound Kit, Gaff Kit and Stand Kit	$0.00

Exhibit B

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. **Workers Compensation and Employers Liability Insurance**
   - **a.** Required if Consultant has employees as defined by the Labor Code of the State of California.
   - **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   - **c.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   - **d.** *Required Evidence of Insurance*: Certificate of Insurance.

   If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
   - **d.** County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance:*

i. Copy of the additional insured endorsement or policy language granting additional insured status; and

ii. Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limits: $1,000,000 per claim or per occurrence; $1,000,000 annual aggregate.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.

c. If Consultant's services include: (1) programming, customization, or maintenance of software: or (2) access to individuals' private, personally identifiable information, the insurance shall cover:

i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and

ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.

d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

f. *Required Evidence of Insurance*: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

a. The Certificate of Insurance must include the following reference: Video Production Services.

b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees.

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

COUNTY OF SONOMA

VIDEO PRODUCTION SERVICES

Request for Proposals (RFP)

The County of Sonoma is pleased to invite you to respond to a Request for Proposals for Video Production Services.

Proposals must be received no later than 2:00 p.m. on Friday, July 13, 2018.

Rev. C
Rev. Date 03/06/2017

A. Introduction/Purpose

The County of Sonoma is seeking a vendor to provide video production services to County departments primarily to serve the Board of Supervisors during general public meetings and the Economic Development Board's annual State of the County address.

1. Project Background and Description

The County of Sonoma is requesting proposals for a duly qualified video production service provider to capture, record and distribute various County events including its Board of Supervisors regular, weekly meetings and State of the County annual event sponsored by the Economic Development Board. Video production services may also be requested by other County departments with varying business requirements not known at the time of this issuance.

I. BACKGROUND

BOARD OF SUPERVISORS

The Board of Supervisors has been streaming meetings for the general public since 2009. Audio and video content are currently produced by a local production company using the County's broadcasting production booth. A digital recording is uploaded to a third party automated hosted solution for live viewing and available for on-demand access via an archival repository. County owns a copy of all archives (since 2010) which reside on a County owned premise server. In compliance with the American Disabilities Act, all significant audio content is transcribed in real-time (closed captioning) and integrated through the streamed video solution.

The County of Sonoma owns the following equipment in support of streaming public meetings. County prefers vendor use County's equipment, however, use of Vendor's equipment would be subject to consideration.

- Board of Supervisors Chambers
  - 4 cameras
  - 14 microphones strategically located at the dais, staff table, and lectern.

- Electrical Closet
- Cisco ASA 5520 firewall
- Shure ULXP4 wireless microphone amplifier
- QMOD-SDI modulator
- DelvCam monitor 2LCO-7XLRM
- AMX control for lighting, microphones, recording, audio conferencing, presentation controls

- Broadcast PIX – recording
- QSC Cameras
- RANE distribution amplifier
- QSC – core 250i for cameras
- ALTEC Lansing Furman power conditioning
- Sun Room
- Broadcast production booth

ECONOMIC DEVELOPMENT BOARD
For more than ten years, the Economic Development Board has produced the State of the County address whereby the Chair of the Board of Supervisors presents the County's annual report to the community at an off-site location typically in the large ballroom of a local hotel.

2. Desired Goals/Objectives/Outcomes

BOARD OF SUPERVISORS
The successful Vendor will provide high quality video production services for the Board of Supervisors general public meetings, there are approximately thirty-six (36) meetings are held per year predominantly on Tuesdays.

ECONOMIC DEVELOPMENT BOARD
The successful Vendor will provide high quality video production services for the annual State of the County event.

B. Statement of Requirements - Services Required of Successful Proposer

BOARD OF SUPERVISORS

The successful Vendor will provide high quality video production services for the Board of Supervisors general public meetings. Approximately thirty-six (36) meetings are held per year predominantly on Tuesdays. Services to include:

a) Vendor will be proficient in using County-owned equipment;
b) Video and audio recording of County events, public addresses, and trainings;
c) Capture includes sending the live video signal to County's streaming media third party vendor;
d) Operation of the camera in the control room;
e) Provision of professional recording staff and recording equipment;
f) Conversion of recordings to digital masters;
g) Distribution of recordings as requested through live webcasts, web streaming, and local public access television; and
h) Post production editing services.

DELIVERABLES

a) Provision one (1) DVD immediately following the Board of Supervisors meetings; and
b) Provision of multiple additional DVDs, not to exceed five (5), to media centers designated by the Board of Supervisors.

ECONOMIC DEVELOPMENT BOARD

The successful Vendor will provide high quality video production services for the annual State of the County event. Services to include:

a) Production management;
b) Pre-production planning, consultation and graphic preparation;
c) Location setup & teardown services;
d) Live digital video capture of the event;
e) Presentation of PowerPoint in separate feed from presenters vacillating between PowerPoint and presenter; and
f) Post-production editing, DVD mastering, processing and uploading files to YouTube with full caption of all uploaded videos.

DELIVERABLES

a) Provide 3 DVD masters of the full event and an upload of the finished program to YouTube with the addition of participant name keys, production credits and acknowledgements. If necessary in 3 or 4 segments.

OTHER SERVICES

No other services have been identified at this time; however, we ask Vendors to provide a standard cost of services price list to meet this requirement.

VENDOR QUALIFICATIONS

a) Vendor shall have at least five (5) years' experience as a video production services provider at the time of the Proposal due date;
b) Vendor agrees to take full responsibility for delivering the video production output files;
c) Vendor shall have sufficient support staff to ensure 100% availability and service coverage for ALL Board of Supervisors meetings;

d) Vendor shall meet the County's Insurance requirements; and
e) Vendor shall be financially stable.

C. *Local Preference*

It is the policy of the County to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses and consultants to the extent consistent with the law and interests of the public. A Local Service Provider is defined as a business or consultant who has a valid physical address located within Sonoma County from which the supplier or consultant operates or performs business on a day-to-day basis, and holds a valid business license if required by a city within the jurisdiction of Sonoma County.

For quantitative evaluations of proposals, the locality of the service provider shall be included as an evaluation criterion in RFPs. Extra percentage weighting of 5% shall be provided in the total rating score for local service providers. For qualitative evaluations of proposals, Departments shall consider the locality of consultants or businesses and their sub-consultants along with other criteria identified in the RFP. If there is more than one service provider being considered and the providers are competitively matched in terms of other criteria, local service providers should be selected. If hiring sub-consultants, the County strongly encourages using local service providers. More information about the County's purchasing policies can be found on:

Local Preference Policy for Services

D. *Schedule*

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals, which amendment shall be issued to all parties by the Department issuing this proposal.

Date	**Event**
Thursday, June 21, 2018	Release Request for Proposals
Thursday, June 28, 2018	Proposer's Questions Due by 5:00 p.m.
Thursday July 5, 2018	County's Responses to Questions Due
Thursday, July 12, 2018	Proposals Due by 2:00 p.m.
Wednesday, July 18, 2018	Proposals Evaluated by County
Friday, July 20, 2018	Notice of Intent to Award (*subject to delay without notice to proposers*)

Tuesday, August 14, 2018	Board of Supervisors Awards Contract (*subject to delay without notice to proposers*)

E. Questions

Proposers will be required to submit any all questions in writing per the schedule in order for staff to prepare written responses to all consultants. Written answers will be shared with all potential bidders through an addendum on the County's Supplier Portal and email notification. Questions should be sent via e-mail directly to **VideoRFP@sonoma-county.org**. Questions will not be accepted by phone.

F. Corrections and Addenda

1. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

2. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

3. Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall submit the addenda cover sheet with the proposal or deliver them to the name and address of department provided in Section G if the proposer has previously submitted a proposal to the Department. Any oral communication by the County's designated contact person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or any obligations arising hereunder.

G. Proposal Submittal

1. Form: Proposers must submit one (1) electronic copy to the County of Sonoma's Supplier Portal. The link to the Supplier Portal is: Sonoma County Supplier Portal.

   Note: Proposers must be registered to submit electronic submittals. See registration instructions on the Supplier Portal link above.

   Additionally proposers must submit (1) signed original, and four (4) copies of the signed proposal per the schedule or as revised by addendum. Proposals must be enclosed in a sealed envelope or package and clearly marked **"RFP: VIDEO PRODUCTION SERVICES"** Proposals shall be submitted to:

Danielle Letourneau
Department Analyst
Information Systems Department
2615 Paulin Drive
Santa Rosa, CA 95403

2. Due Date: Proposals must be received no later than the date and time listed in the schedule, or as revised by addendum. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.

3. General Instructions: To receive consideration, proposals shall be made in accordance with the following general instructions:

    a) The completed proposal shall be without alterations or erasures.

    b) No oral or telephonic proposals will be considered.

    c) The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFP.

4. Proposal Format and Contents: For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

    a) **Section I - Organizational Information**:

    Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the County must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

    b) **Section II - Qualifications and Experience**:

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Examples of completed projects, as current as possible, should be submitted, as appropriate. **References are required.** Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies for whom similar services have been provided.

Debarment or Other Disqualification

Proposer must disclose any debarment or other disqualification as a supplier or vendor for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information

c) **Section III - Project Approach and Work Schedule**:

Provide a description of the methodology developed to perform all required services. This schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project. Information as to the type of any software that is anticipated to be used in the planning process should also be discussed.

Include your response to the Statement of Requirements as referenced in Section B., beginning on page 1.

d) **Section IV - Cost of Service**:

The proposal shall clearly state ALL of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended or required products and services, such as maintenance.

The project costs must be broken out and include all expenses that will be charged to the County, including but not limited hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Consultant’s proposal.

e) **Section V – Identification of subcontractors:**

Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

f) **Section VI - Insurance**:

The selected proposer will be required to submit and comply with all insurance as described in the attached Sample Agreement. Securing this insurance is a condition of award for this contract.

g) **Section VII - Additional Information**:

Include any other information you believe to be pertinent but not required.

h) **Section VIII – Contract Terms:**

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Attachment A) or identify specific exceptions to the sample agreement.

H. Selection Process

1. All proposals received by the specified deadline will be reviewed by the County for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.
2. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the proposal.
3. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
   a) Demonstrated ability to perform the services described;
   b) Experience, qualifications and expertise;
   c) Quality of work as verified by references;
   d) Costs relative to the scope of services;
   e) A demonstrated history of providing similar services to comparable entities;
   f) Willingness to accept the County's contract terms; and

g) Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.).

h) The locality of the Proposer;

4. The County Department Head in consultation with the Purchasing Agent reserves the right, in their sole discretion, to take any of the following actions at any time before Board approval of an award: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the County. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.

5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.

6. An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a proposal that County believes to be in error.

7. The County reserves the right to select the proposal(s) which in its sole judgment best meets the needs of the County and to award to only one or multiple qualified submittals. ***The lowest proposed cost is not the sole criterion for recommending contract award.*** The County also makes no guarantee of any or equal amounts of work.

8. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.

9. Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

I. Finalist Interviews

After initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

J. General Information

1. Rules and Regulations

   a) The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.

   b) Sonoma County reserves the right to reject any or all proposals or portions thereof if the County determines that it is in the best interest of the County to do so.

   c) The County may waive any deviation in a proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. Sonoma County reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The County further reserves the right to award the agreement to the proposer or proposers that, in the County's judgment, best serves the needs of Sonoma County.

   d) All proposers submit their proposals to the County with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Department Director (via delegation), the County Purchasing Agent or the Board of Supervisors.

   e) Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the County, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The County will consider a proposer's request for exemptions from disclosure; however, the County will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive. Prices, makes and models or catalog

numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.

f) The County will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

    a. [Legal name of proposer] shall indemnify, defend and hold harmless the County of Sonoma, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

2. Nonliability of County

The County shall not be liable for any precontractual expenses incurred by the proposer or selected contractor or contractors. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

3. Proposal Alternatives

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. The County reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the County's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

4. Lobbying

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

5. Form of Agreement

a) No agreement with the County shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to waive or modify agreement requirements.

b) A sample of the agreement is included as Attachment A hereto. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the County's standard agreement will not be negotiated. *Indemnification language will not be negotiated.*

c) Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the County's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.

d) Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.

e) Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

6. Duration of Proposal; Cancellation of Awards; Time of the Essence

a) All proposals will remain in effect and shall be legally binding for at least ninety (90) days.

b) Unless otherwise authorized by County, the selected consultant will be required to execute an agreement with the County for the services requested within sixty (60) days of the County's notice of intent to award. If agreement on terms and conditions acceptable to the County cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the County, the County reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

7. Withdrawal and Submission of Modified Proposal

a) A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

K. Protest Process

Any and all protests must be in writing and must comply with the timelines and procedures set forth at: ***Protests and Appeals for Goods and Professional Services Procurements***

L. Living Wage

The contractor/franchisee/economic development assistance recipient shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this contract/franchise agreement. Without limiting the generality of the foregoing, the contractor/franchisee/economic development assistance recipient expressly acknowledges and agrees that this contract/franchise/economic development assistance agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the contract/franchise/economic development assistance agreement will be considered a material breach and may result in termination of the contract/franchise/economic development assistance agreement or pursuit of other legal or administrative remedies.

The link to the Living Wage Ordinance is: http://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/

Attachments:

Attachment A: Sample Agreement

Attachment B: Local Business Declaration for Services

Attachment C: Living Wage Evaluation Preference Form

Attachment D: Living Wage Responsible Bidder Form

Attachment E: Sample Insurance Requirements

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 25
(This Section for use by Clerk of the Board Only.)

To:	Sonoma County Board of Supervisors
Board Agenda Date: August 14, 2018	**Vote Requirement:** Majority
Department or Agency Name(s):	General Services' Facilities Development and Management
Staff Name and Phone Number:	**Supervisorial District(s):**
Toni Holland: 707-565-3425	County Wide
Title:	Information Systems Department Revision to Funded Project in Capital Improvement Plan

Recommended Actions:

Adopt a Resolution authorizing the transfer of $500,000 funds from Capital Improvement Project R190001-Information Systems Department Space Reconfiguration to Capital Improvement Project R180017-Information Systems Department Reprographics Space Repurpose to meet critical department space needs.

Executive Summary:

The Sonoma County Recommended Budget 2018-2019 was adopted on 6/14/18 with approved capital funding for the R190001-Information Systems Department Space Reconfiguration project at 2615 Paulin Drive. The Information Systems Department would like the Board to consider redirecting this funding to the R180017-Information Systems Department Reprographics Space Repurposing project at 455 Fiscal Drive.

The priority for the Information Systems Department is to complete the Reprographics Space Repurpose project ahead of the Space Reconfiguration project. The R180017-Information Systems Department Reprographics Space Repurpose project at 455 Fiscal Drive will allow the department to consolidate operations, increase staff synergy and effectiveness while freeing up on-campus office space.

Discussion:

This Reprographics Space Repurpose project will accommodate ongoing operations and represents a more critical need than the Space Reconfiguration project. This project will determine the best use to repurpose the Reprographics space to meet Department needs for additional warehouse and office space, and to meet current staffing and inventory needs. The annual Capital Improvement Plan (CIP) ranking listed the Reprographics Space Repurpose project as a lower priority than the 2615 Paulin Drive project. The CIP ranks the priority of projects based upon Board adopted criteria as described in Policy 5-2. The Board approved CIP listed the 2615 Paulin Drive project as number 37 out of 58, and 455 Fiscal Drive project as number 46 of 58. However, after the CIP had been published, the Department provided

additional information regarding their needs for space and requested the 455 Fiscal Drive project to be advanced to the CAO for approval and inclusion in the Fiscal Year (FY) 18-19 Capital Plan.

The 2615 Paulin Drive Annex was vacated and demolished in 2018 after being condemned due to non-repairable structural deficits and extensive water damage. On a temporary basis, staff were relocated to workstations that were available due to vacancies at 370 Administration Drive, a facility shared by Probation and Information Systems. Information Systems in consultation with General Services evaluated all available Information Systems spaces and identified alternatives to best accommodate Administrative staff displaced by the demolition. It was determined that the most cost effective solution to recover lost staffing space was to repurpose the old Reprographics space located at 455 Fiscal Drive to allow for warehouse and office space needs that is directly adjacent to the main Information Systems building at 2615 Paulin Drive. Completing this project will allow all Administrative employees to move back together in a common facility for improved efficiencies within a reasonable proximity to the 2615 Paulin Drive facility.

The originally planned project R190001-Information Systems Department Space Reconfiguration, which was lowered in priority after the Annex demolition, intended to reconfigure the 2615 Paulin building by removing several walls to create a more open work environment relieving over-crowding of fixed wall offices in a manner that would better accommodate associated technical teams. This investment will increase efficiencies associated with improved team work and flexibility offered with open office standards. This is especially important as project vendors and internship programs continue to be critical to technology operations. If funding becomes available, this is still a highly desirable adjustment to allow the building to stay functional for existing operations.

When both of these projects are completed, Information Systems intends to consolidate staff from 2300 Professional into three facilities (2615 Paulin, 455 Fiscal, and 370 Administration). This action will free up the 2300 Professional building spaces for other County/General Services priorities.

Board action is needed to enable the transfer of funding from the Paulin Drive approved Capital Budget project to the higher priority project at 455 Fiscal Drive.

Prior Board Actions:

The Sonoma County Recommended Budget 2018-2019 which was adopted on 6/14/18.

Strategic Plan Alignment	Goal 3: Invest in the Future

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	500,000		
Additional Appropriation Requested			
Total Expenditures	**500,000**		
Funding Sources			
General Fund/WA GF	500,000		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	**500,000**		

Narrative Explanation of Fiscal Impacts:

The funds are included in the FY 18-19 capital projects budget, fund and account, therefore no additional appropriation is required. However, Budget Policy 3-1 requires Board majority approval to transfer appropriations between Capital Improvement Projects.

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Attachment 1: Capital Project Request R180017 – Reprographics Repurposing from Five Year Capital Improvement Plan 2018-2023
Attachment 2: Capital Project Request R190001 – Reconfigurations at 2615 Paulin from Five Year Capital Improvement Plan 2018-2023
Attachment 3: Resolution

Related Items "On File" with the Clerk of the Board:

ISD-Reprographics Space Repurpose

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R180017

Department/Division:
Information Systems

Board of Supervisors Focus Areas:

Project Description

Remodel the space at 455 Fiscal Drive to create an office and warehouse space. This plan will bring the second Information Systems Department warehouse space in close proximity to the Paulin Drive warehouse for efficiencies. Will also create needed office space for Information Systems Department staff space needs. This project is to accommodate ongoing operations. Information Systems Department is in the planning stage to re-purpose the Reprographics space within close proximity to our 2615 Paulin Operations and emerging imaging program requirements. Information Systems is in the assessment phase in determining the best use to repurpose the Reprographics space to meet Department need for additional warehouse and office space, and to meet current staffing and inventory needs.

Project Cost by Phase	
Acquisition:	0
Design/PM:	73
Construction:	437
Furniture/Reloc:	35
Other:	50
Project Total:	595
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	77
Maintenance:	45
Other:	0
OM Total:	123
Replacement Value:	37,481
RI Cost:	18,557
RI:	0.50

Service Impact:

Workplace efficiency and meet staffing space needs.

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	595	0	0	0	0	595	0	595
TOTALS:	0	0	595	0	0	0	0	595	0	595

All Values are presented in Thousands (1 x 1000)

ISD-Reconfigurations

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R190001

Department/Division:
Information Systems

Board of Supervisors Focus Areas:

Project Description

Remove non-bearing walls between offices to create 4 large work group spaces, 1 small conference space, and to open up space for related service delivery teams.
Current support teams are situated in multiple office spaces. The current conditions have required placing multiple people in an office not built for purposes, and breaking teams up. Collaboration and general team work has become less efficient. This plan will create 4 large work areas configured to co-locate team members in the same space, and allow for the inclusion of shared work bench area, increasing collaboration and efficiency. Removal of walls will also allow for further consolidation of spaces

Project Cost by Phase	
Acquisition:	0
Design/PM:	450
Construction:	50
Furniture/Reloc:	0
Other:	0
Project Total:	500
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	295
Maintenance:	60
Other:	0
OM Total:	355
Replacement Value:	25,158
RI Cost:	12,283
RI:	0.64

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2018-19	FY2 2019-20	FY3 2020-21	FY4 2021-22	FY5 2022-23	5YR Total	Future YRs	Project Total
Unfunded	0	0	500	0	0	0	0	500	0	500
TOTALS:	0	0	500	0	0	0	0	500	0	500

All Values are presented in Thousands (1 x 1000)

County of Sonoma
State of California

Item Number: _____

Date: August 14, 2018 Resolution Number: _____

☑ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing the Use of Funds For The General Services Department, In The Amount Of $500,000.

Whereas, the Board of Supervisors has adopted a Final Budget for the General Services portion of the Capital Projects Budget on June 14, 2018, and

Whereas, the Government Code allows for adjustments to the Final Budget during the Fiscal Year,

Now, Therefore, Be It Resolved that the General Services Department is authorized to transfer $500,000 funds from Capital Improvement Project #R190001 Information Systems Space Reconfiguration to Capital Improvement Project R180017 Information Systems Department Reprographics Space Repurpose to meet critical department space needs.

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 26
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: August 14, 2018

Vote Requirement: Majority

Department or Agency Name(s): General Services / Transportation & Public Works / Fire and Emergency Services

Staff Name and Phone Number:

Caroline Judy, General Services: 565-8058
Johannes J. Hoevertsz, Transportation & Public Works: 565-2231
Jim Colangelo, Fire and Emergency Services: 565-1157

Supervisorial District(s):

Title: License Agreement with North Sonoma Coast Fire Protection District for the Annapolis Fire Station

Recommended Actions:

A) Authorize the General Services Director to execute a license agreement with the North Sonoma Coast Fire Protection District, for use of County property located at 32700 Annapolis Road, Annapolis, for use as the Annapolis Fire Station: for a term of ten (10) years, commencing on April 1, 2016 and expiring on March 31, 2026, with one, 10-year option to extend the term; and to execute future amendments and associated documents, as reasonably requested by General Services staff, and in consultation with County Counsel, which are not inconsistent with the essential terms of the license agreement; and

B) Make findings as required by Government Code Section 26227, that the proposed license agreement is necessary in the furtherance of the public safety needs of the County and is therefore in the public interest, and that the County shall not need the Premises during the term of the license agreement.

Executive Summary:

On April 1, 2016 the North Sonoma Coast Fire Protection District (District) was formed out of portions of County Service Area #40 served by the Annapolis and Sea Ranch Volunteer Fire Companies. As part of the Tax Share Agreement between the County and the District, it was established that the District should have continued use of Annapolis Fire Station to ensure the public safety in this area.

The proposed agreement would formalize the use of the County-owned Annapolis Fire Station by the North Sonoma Coast Fire Protection District for a term of ten (10) years, retroactively commencing April 1, 2016 and expire on March 31, 2026, with one, 10-year option to extend the term.

Staff requests that your Board authorize the General Services Director to execute the proposed Agreement to allow the District the continued use of the Premises; and to execute future amendments, and associated documents, as reasonably requested by General Services staff, in consultation with County Counsel and Transportation and Public Works, which are consistent with the essential terms of the Agreement.

Staff also requests that your Board make a finding pursuant to Government Code 26227 that the proposed agreement is necessary to meet the needs of the population of the County in the areas of public safety and welfare, and that the County does not need the Premises during the term of the license agreement.

Discussion:

On June 25, 2013, the County of Sonoma completed construction of the 1,920 square foot Annapolis Fire Station on land at 32700 Annapolis Road managed by the Sonoma County Transportation and Public Works Department (TPW) as a Road Maintenance Yard. On December 8, 2015 a Tax Share Agreement was executed in anticipation of the formation of the North Sonoma Coast Fire Protection District out of areas of County Service Area #40 served by the Annapolis and Sea Ranch Volunteer Fire Companies. In addition to providing for an allocation of tax revenue dedicated to fire and adjusted in accordance with State law, the agreement included provisions for the transfer of certain County assets used exclusively by the volunteer fire companies in question to the new district. Because the Annapolis fire station is located on a site used by TPW, this facility could not be transferred and the agreement provided that, following formation of the North Sonoma Coast Fire Protection District (District), a separate agreement would be made for the continued use of the Annapolis Fire Station by the District. Because the facility would have transferred to the District were it not on land used by a County Department, it was understood that there would be no charge for use of the facility, and that the District would be responsible for utilities, maintenance, and other costs associated with upkeep of the fire station on the facility.

In fulfillment of the Tax Share Agreement this matter concerns a proposed license agreement (Agreement) between the County of Sonoma and the North Sonoma Coast Fire Protection District (District) for District use County real property consisting of the 1,920-sq. ft. metal building, a concrete entrance pad, and County-owned land located at 32700 Annapolis Road in Annapolis (Premises), together with a non-exclusive permission for access from Annapolis Road to the Premises. The Premises are currently used by the District as the Annapolis Fire Department station for the purpose of providing fire protection services to the general public. This facility is a volunteer fire station utilized by the District, and will be a component of the County Fire and Emergency Services' Staffing Model (Silver Plan), to be presented to your Board in August by Fire and Emergency Services.

The term of the license agreement would commence retroactively from April 1, 2016 and expire on March 31, 2026, with one, 10-year option to extend the term. The proposed Agreement will allow the District to continue to use the Annapolis Fire Station to store vehicles and equipment and to assemble volunteers to respond to local emergencies. The County's Transportation and Public Works Department

(TPW) acknowledges there is sufficient space on the Premises to accommodate District use of this structure. TPW further acknowledges the benefit of the proposed Agreement to the surrounding community in terms of fire protection and public safety.

Staff requests that your Board authorize the General Services Director to execute the proposed Agreement to allow the District the continued use of the Premises; and to execute future amendments, and associated documents required for the operation of the Agreement, as reasonably requested by General Services staff, in consultation with County Counsel and Transportation and Public Works, which are consistent with the essential terms of the Agreement and which do not extend the term of the Agreement.

Staff also requests that your Board make a finding pursuant to Government Code 26227 that the proposed agreement is necessary to meet the needs of the population of the County in the areas of public safety and welfare, and that the County does not need the Premises during the term of the license agreement.

Funding. The proposed Agreement provides for the District to pay for any utilities separately metered or sub-metered to the Premises, and to reimburse County for any damages incurred by its use. Any equipment installation required will occur with prior written consent, and associated costs will be borne by the District.

License Agreement. Staff has prepared a license agreement with the following terms:

Term:	Ten (10) Years, commencing on April 1, 2016 and expiring on March 31, 2026, with one, 10 year option to extend the term.
Premises:	County real property consisting of a 1,920 sq. ft. metal building and County-owned land at 32700 Annapolis Road in Annapolis.
Consideration:	No monetary consideration is charged for the Agreement. Please see Public Benefit section below.

Public Benefit. Section 26227 of the Government Code allows the County to enter into the proposed Agreement, provided the Board makes a finding that the Agreement is necessary to meet the needs of the population of the County and that it will not substantially conflict or interfere with the use of the property by the County. Staff suggests that the provision of this Agreement is in furtherance of public safety and welfare, as the Premises are used by the District, which provides fire protection services to the general public. There is no other proposed use for the Premises at this time or during the term of the proposed Agreement.

Prior Board Actions:

March 29, 2016 - Authorize the General Services Director to enter into an agreement with the North Sonoma Coast Fire Protection District for continued use of the Annapolis Fire Station

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Locating and maintaining fire vehicles and equipment at a structure located on County property within the Annapolis community will benefit the North Sonoma Coast Fire Protection District by providing an

accessible location for volunteer fire fighters, contributing to public safety needs in the Annapolis and surrounding areas.

Fiscal Summary

Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	0	0	0
Additional Appropriation Requested	0		
Total Expenditures	**0**		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	**0**	**0**	**0**

Narrative Explanation of Fiscal Impacts:

No fiscal impacts are anticipated as a result of the proposed Agreement. The District will reimburse the County for costs associated with the fire station that may be paid by the County.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Attachment 1: License Agreement between the County of Sonoma and the North Coast Fire Protection District
Attachment 2: Notice of Intent

Related Items "On File" with the Clerk of the Board:

LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This License Agreement ("Agreement"), made and entered into on **April 1, 2016** ("Effective Date"), is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California ("County"), and the **NORTH SONOMA COAST FIRE PROTECTION DISTRICT**, an independent local government agency ("Licensee"). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

R E C I T A L S

WHEREAS, on June 25, 2013, County completed construction of the Annapolis Fire Station, a public safety facility for the benefit of the Sonoma County community; and

WHEREAS, on December 8, 2015 the Tax Share Agreement between the County and Licensee, which broadly described how funds will be transferred to the new District was approved, and

WHEREAS, on December 9, 2015, the Sonoma County Local Area Formation Commission approved formation of the North Sonoma Coast Fire Protection District pending a public protest hearing scheduled for February 3, 2016, and no protest being heard, formation of the North Sonoma Coast Fire Protection District was approved with an effective date of April 1, 2016.

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

A G R E E M E N T

1. License. County hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use that portion of County real property described in Section 2 below.

2. Premises. Licensee is hereby permitted to use the County real property as specifically shown or described in **Exhibit A** attached hereto and made a part hereof ("Premises"), consisting of the Annapolis Fire Station located at **32700 Annapolis Road, Annapolis, California**.

3. Non-exclusive License. The license herein granted is non-exclusive. County continues to maintain and control the Premises including, without limitation, leasing, sub-leasing and granting of additional licenses.

4. Term. The initial term of this Agreement ("Initial Term") shall commence on **April 1, 2016**, and expire at midnight on **March 31, 2026**, unless earlier terminated in accordance with Section 23 below.

   4.1 Option to Extend Term. Licensor grants to Licensee one (1) option to extend the Term of the License ("Extension Option") for a period of ten (10) years ("Option Term"), subject to the conditions described in this Section 4.

4.2 Conditions of Option. The Extension Option may be exercised only by written notice delivered by Licensee to County as provided in Subsection 4.3 and only if, as of the date of delivery of the notice, Licensee is not in material default under this License after the expiration of any applicable cure periods. If Licensee properly exercises the Extension Option, the Initial Term shall be extended for the Option Term.

4.3 Exercise of Extension Option. If Licensee wishes to exercise its Extension Option, Licensee shall deliver written notice to Landlord no less than thirty (30) days before the expiration of the Initial Term.

5. Consideration. As consideration for the use of the Premises, Licensee shall provide fire protection services to the Sonoma County community.

6. Not Applicable.

7. Use. Licensee's use of the Premises shall be limited to and solely for providing fire protection services. No other use shall be permitted. The rules and regulations attached hereto as **Exhibit B**, as well as such rules and regulations as may be adopted by County and provided to Licensee for the safety, care and cleanliness of the Premises and the building of which they are a part and the preservation of good order thereon are hereby expressly made a part hereof, and Licensee hereby agrees to comply with them.

8. Utilities/Repairs/Maintenance. Licensee shall be responsible for the payment of any utilities separately metered or sub-metered to the Premises. Licensee shall reimburse County for the cost of any repair(s) needed to the Premises, as a result of Licensee's negligence or willful acts. Reimbursements due to County for the cost of any repair that is needed as a result of Licensee's negligence or willful acts shall be paid to County within thirty (30) days of receipt of invoice by Licensee for said repairs. Licensee shall be solely responsible for any cost or expense for any and all maintenance and/or repairs required by County or by County's Permit & Resource Management Department, including without limitation, alterations or repairs necessitated by the Americans with Disabilities Act.

9. Equipment Installation and Operation. Licensee shall install the equipment, described in **Exhibit C**, at its sole cost and expense, subject to the prior written approval of County of its location and connection methods. Licensee's equipment shall be installed, operated and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. In the event the installation, operation or maintenance of said equipment causes any direct or indirect interference with the operation of County's facilities, equipment or the equipment of County's tenants, or other licensees, Licensee shall correct said interference, at its sole cost and expense, to the satisfaction of County. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment.

10. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.

11. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.

12. Compliance with Laws. Licensee has represented to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.

12.1 Certified Access Specialist Disclosure. Pursuant to California Civil Code Section 1938, the subject property has not been inspected by a "Certified Access Specialist".

13. Waste; Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the Premises; (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by County or any authorized person; or (iii) any action on the Premises in violation of any laws or ordinances.

14. Inspection. County shall be permitted to enter and inspect the licensed Premises at any and all times.

15. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a land owner or tenant of the Premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.

16. Deposit Refund. Licensee agrees that the deposit, if any be required, made upon execution by Licensee of this Agreement shall not be refundable for any reason unless County, in its absolute discretion, determines such a refund in whole or in part, to be warranted.

17. Bankruptcy. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the County, immediately terminate.

18. Non liability of County. County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees. Licensee hereby agrees to accept the Premises in its "as-is" physical condition and its "as-is" state of repair.

19. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in Sections 19.1, 19.2, 19.3 and 19.4, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Licensee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19.1 Use of Premises. Use of the Premises in any manner by Licensee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of subtenants, including any use of the Premises not allowed under this Agreement.

19.2 Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.

19.3 Approval of Agreement. The approval of this Agreement by County.

19.4 Other Activities. Any other activities of Licensee, its agents, employees and subtenants.

20. Insurance. With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its subcontractors to maintain insurance as described in **Exhibit D** attached hereto and made a part hereof.

21. Liability for Loss or Damage to County Property. Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.

22. Nondiscrimination. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.

23. Termination by County. County may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to Licensee.

24. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.

25. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.

26. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.

27. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere license and Licensee is limited to the use of the Premises expressly and specifically described above. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.

28. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to COUNTY: **COUNTY OF SONOMA**
General Services Department
Attn. Real Estate Manager
2300 County Center Drive, Suite A220
Santa Rosa, CA 95403

With a copy to: **COUNTY OF SONOMA**
Department of Transportation & Public Works
Attn: Director
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403

If to LICENSEE: **NORTH SONOMA COAST FIRE PROTECTION DISTRICT**
Attn: Fire Chief
Post Office Box 386
The Sea Ranch, CA 95497

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 28.

29. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

30. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove, revise, or relocate such of its structures and equipment as are designated by County, restore the Premises to its original condition, and vacate the Premises. Should Licensee neglect to restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed, and Licensee shall immediately reimburse County for all direct and indirect costs associated with such work upon receipt of a statement therefor.

31. General Provisions.

31.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

31.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement, or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

31.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

31.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.

31.5 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

31.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensee and County acknowledge that they have each contributed to the making of this Agreement and that, in the event

of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

31.7 Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

31.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

"LICENSEE": **NORTH SONOMA COAST FIRE PROTECTION DISTRICT**, an independent local government agency

By: _____
Print Name: _____
Title: _____

"COUNTY": **COUNTY OF SONOMA**, a political subdivision of the State of California

By: _____
Caroline Judy, Director
Department of General Services

The General Services Director is authorized to execute this Agreement pursuant to the Board of Supervisors Summary Action dated _____, 2018.

APPROVED AS TO FORM FOR COUNTY:

_____
Elizabeth Coleman With
Deputy County Counsel

APPROVED AS TO SUBSTANCE FOR COUNTY:

_____
Johannes Hoevertsz, Director
Department of Transportation & Public Works

_____
Marc McDonald
Real Estate Manager

CERTIFICATE OF INSURANCE
ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____

Exhibit A

[Description/Depiction of the Premises]

METAL SHED OF APPROXIMATELY ONE THOUSAND NINE HUNDRED (1,920) SQUARE FEET, CONCRETE ENTRANCE PAD OF APPROXIMATELY SEVEN HUNDRED AND TWENTY (720) SQUARE FEET, AND COUNTY-OWNED LAND THEREON, TOGETHER WITH A NON-EXCLUSIVE EASEMENT FROM ANNAPOLIS ROAD TO THE PREMISES.

Exhibit B

RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the building of which the Premises are comprised or are a part without the written consent of County first had and obtained, and County shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Licensee.

   All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Licensee by a person approved of by County.

   Licensee shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises. Licensee shall not, without prior written consent of County, sunscreen any window.

2. The sidewalks, halls, passages, exits, entrances, and stairways shall not be obstructed by Licensee or used for any purpose other than for ingress to and egress from the Premises.

3. Licensee shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.

4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Licensee.

5. Licensee shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.

6. No furniture, freight or equipment of any kind shall be brought into the Premises without the prior notice to County, and all moving of the same into or out of the building of which the Premises are comprised or are a part shall be done at such time and in such manner as County shall designate. County shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Premises and also the times and manner of moving the same in and out of the Premises. Safes or other heavy objects shall, if considered necessary by County, stand on support of such thickness as is necessary to properly distribute the weight. County will not be responsible for loss of or damage to any such safe and property from any cause, and all damage done to the building by moving or maintaining any such safe or other property shall be repaired at the expense of Licensee.

7. Licensee shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the County or other occupants of the building of which the Premises are comprised or are a part by reason of

noise, odors and/or vibrations, or interfere in any way with other occupants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises. Disability assistance animals shall, however, be permitted in the Premises.

8. No cooking shall be done or permitted on the Premises by Licensee nor shall the Premises be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

9. Licensee shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by County.

10. County will direct electricians as to where and how telephone and telegraph wires, if any, are to be introduced. No boring or cutting for wires will be allowed without the consent of County. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of County.

11. County shall in no case be liable for damages for any error with regard to the admission to or exclusion from the building or Premises of any person. In case of invasion, mob, riot, public excitement or other commotion, County reserves the right to prevent access to the Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the occupants and protection of property in the building and the building.

12. County reserves the right to exclude or expel from the Premises any person who, in the judgment of County, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the Agreement to which these rules and regulations are made a part.

13. Not applicable.

14. County shall have the right, exercisable without notice and without liability to Licensee, to change the name and street address of the building of which the Premises are comprised or are a part.

15. Licensee shall not disturb, solicit or canvass any occupant of the building of which the Premises are comprised or are a part and shall cooperate to prevent same.

16. Without the written consent of County, Licensee shall not use the name of the building of which the Premises are comprised or are a part in connection with or in promoting or advertising the business of Licensee except as Licensee's address.

17. County shall have the right to control and operate the public portions of the building of which the Premises are comprised or are a part and the public facilities and heating and air conditioning, as well as facilities furnished for the common use of the occupants, in such manner as it deems best for the benefit of the occupants generally.

18. All entrance doors shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.

Exhibit C

[Licensee's Equipment]

None to be installed.

Exhibit D

[Insurance Requirements]

Licensee shall maintain and require its subcontractors and agents to maintain, during the term of this License or any extensions of the term, insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this License or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this License.

1. **Workers Compensation and Employers Liability Insurance**
   - **a.** Required if Licensee has employees as defined by the Labor Code of the State of California.
   - **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   - **c.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   - **d.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
   - **e.** *Required Evidence of Insurance*:
     - **i.** Subrogation waiver endorsement; and
     - **ii.** Certificate of Insurance.

   If Licensee currently has no employees as defined by the Labor Code of the State of California, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this License or any extensions of the term.

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.

d. **County of Sonoma, its Officers, Agents and Employees** shall be additional insureds for liability arising out of the Licensee's operations or premises rented to Licensee (ISO endorsement CG 20 26 or equivalent).

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.

g. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance*:

i. Copy of the additional insured endorsement or policy language granting additional insured status; and

ii. Certificate of Insurance.

3. Property Insurance for Business Personal Property and Tenants Improvements
(Required only during the Post-Construction Period)

a. Property insurance on a "special form" or "all risks" basis.

b. Minimum Limit: the full current combined replacement cost of Licensee's Business Personal Property and Licensee's improvements.

c. The insurance shall apply on a replacement cost basis, without deduction for depreciation.

d. Licensee shall disclose any deductible or self-insured retention in excess of $25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.

e. *Required Evidence of Insurance*: Certificate of Property Insurance or Evidence of Commercial Property Insurance.

4. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Licensee currently owns no autos, Licensee agrees to obtain such insurance should any autos be acquired during the term of this License or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

5. Increases in Limits of Insurance

County may periodically require higher policy limits if such increased limits are reasonably available in commercial insurance markets.

6. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance fund, shall have an A.M. Best's rating of at least A:VII.

7. **Documentation**
   - **a.** The Certificate of Insurance must include the following reference: **Licensed Premises located 32700 Annapolis Road, Annapolis, CA (Annapolis Fire Station, Sonoma County).**
   - **b.** All required Evidence of Insurance shall be submitted prior to the execution of this License. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
   - **c.** The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, its Officers, Agents and Employees**, in c/o the General Services Department, 2300 County Center Drive, Suite A220, Santa Rosa, CA. 95403.
   - **d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
   - **e.** Licensee shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
   - **f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. **Policy Obligations**
   Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

9. **Material Breach**
   If Licensee fails to maintain insurance which is required pursuant to this License, it shall be deemed a material breach of this License. County, at its sole option, may terminate this License and obtain damages from Licensee resulting from said breach. Alternatively, County may purchase such required insurance and Licensee shall immediately reimburse County for any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

PUBLIC NOTICE
OF INTENT OF COUNTY TO LICENSE REAL PROPERTY

NOTICE IS GIVEN pursuant to Government Code Section 25537 that the Sonoma County Board of Supervisors intends to authorize the Director of the Department of General Services, to enter into a License Agreement with the North Sonoma Coast Fire Protection District, for use of County property consisting of a 1,920 sq. ft. metal building together with a non-exclusive easement from Annapolis Road to the Premises located at 32700 Annapolis Road, Annapolis, for use as the Annapolis Fire Station for a term of ten (10) years, with one 10 year option to extend the term. Section 26227 of the Government Code allows the County to enter into the proposed Agreement and to waive monetary consideration, provided the Board makes a finding that the Agreement is necessary to meet the needs of the population of the County and that such use will not substantially conflict or interfere with the use of the property by the County. Staff suggests that the provision of this Agreement is in furtherance of public safety and welfare, as the Premises are used by the District, which provides fire protection services to the general public. There is no other proposed use for the Premises at this time or during the term of the proposed Agreement. Additional information regarding the proposed license is available for public review at the Office of the Director of the Sonoma County General Services Department, 2300 County Center Drive, Suite A200, Santa Rosa, California 95403.

Clerk of the Board of Supervisors

Public notice of the County's intention to lease the Property shall be published once a week for three successive weeks in accordance with Government Code Section 25350 and 6063.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 27
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: August 14, 2018

Vote Requirement: 4/5

Department or Agency Name(s): Department of Health Services

Staff Name and Phone Number:
Angie Dillon-Shore 565-6627

Supervisorial District(s):

Title: First 5 Sonoma County Early Childhood Education Facilities Grant Program and Fiscal Adjustments

Recommended Actions:

Authorize the Director of Health Services to execute agreements for the First 5 Sonoma County Early Childhood Education Facilities Grant Program in an amount not-to-exceed $600,000 through June 30, 2023 for projects that support the First 5 Sonoma County Commission's Strategic Plan outcomes.

Adopt a resolution adjusting the fiscal year 2018-2019 final budget by increasing revenues and expenditures in the Department of Health Services by $240,127 to support the First 5 Sonoma County Commission's Early Childhood Education Facilities Grant and Responsive Grant Programs. (4/5 vote required)

Executive Summary:

First 5 Sonoma County is requesting approval to execute grant agreements for the Early Childhood Education Facilities Grant Program totaling $600,000 during fiscal years 2018-2019 and 2019-2020. First 5 anticipates issuing four grants in the amount of $100,000 each in fiscal year 2018-2019, which will create 63 new infant toddler openings and will restore 60 pre-Kindergarten openings. All four grants will provide funding in areas impacted by the recent wildfires. Since the Early Childhood Education Facilities Grant Program was implemented in 2015, First 5 has funded twelve facilities grants totaling $503,439. These grants have provided for the creation of 206 additional openings for children age 0 to 5 to participate in preschool programs and the maintenance of 296 openings.

This item also requests approval of an adjustment to the fiscal year 2018-2019 final budget to allow for increased expenditures related to the Early Childhood Education Facilities Grant Program and the Responsive Grant Program, which address long-term impacts of the North Bay Wildfires on young children.

Discussion:

On March 28, 2011 the First 5 Sonoma County Commission ("Commission") approved a Strategic Plan covering years 2011 through 2020. The overarching goal of the plan is to have all children enter kindergarten ready to succeed. The goals areas are (1) Ensure the Health and Healthy Development of Children, (2) Ensure Families are Supported and Nurturing, (3) Ensure that Early Care and Education is High Quality, (4) Increase Integration of Systems to Better Serve Children and Families, and (5) Engage the Entire Community to Support Achievement of First 5 Sonoma County Goals.

Early Childhood Education Facilities Grant Program

First 5 Sonoma County is requesting approval to execute grant agreements for the Early Childhood Education Facilities Grant Program totaling $600,000 during fiscal years 2018-2019 and 2019-2020. At the First 5 Sonoma County Commission's June 25, 2018 meeting, the Commission approved four grants in the amount of $100,000 each for execution in fiscal year 2018-2019. These grants will create 63 new infant toddler openings and will restore 60 pre-Kindergarten openings. All four grants will provide funding in areas impacted by the recent wildfires. First 5 anticipates entering into additional grants totaling $200,000 in fiscal year 2019-2020.

Early Childhood Education Facilities Grant Program funding of $200,000 per year for the next three years was included in the First 5 Sonoma County Commission Strategic Plan 2018-2021 Update, which was accepted by the Board on June 5, 2018. To identify grant funding opportunities, First 5 conducted a competitive process and received six proposals. Grant applications were reviewed by a selection committee made up of First 5 Sonoma County Commission staff and partners and assessed for urgency of need, leveraged opportunities from school districts and municipalities, donations, and foundation support. As a result of the competitive process, First 5 identified a need to increase funding in fiscal year 2018-2019 to address recovery efforts related to the recent fires. As requested via the recommended budget adjustment resolution, an additional $200,000 in appropriations for fiscal year 2018-2019, for a total of $400,000 in fiscal year 2018-2019, is required to support the Early Childhood Education Facilities Grant Program. The Commission approved this budget adjustment at its June 25, 2018 meeting.

Since the Early Childhood Education Facilities Grant Program was approved by the Board and implemented in 2015, First 5 has funded twelve facilities grants totaling $503,439. These grants have provided for the creation of 206 additional openings for children age 0 to 5 to participate in preschool programs and the maintenance of 296 openings.

Responsive Grant Program

The First 5 Sonoma County Commission Strategic Plan 2018-2021 Update includes $250,000 per year for the next three years for the Responsive Grant Program. Authority to execute Responsive Grants in an amount not-to-exceed $750,000 through June 30, 2021 was approved by the Board at the June 5, 2018 Board meeting. To identify funding opportunities, First 5 conducted a competitive process and received eight proposals. Grant applications were reviewed by a selection committee made up of First 5 Sonoma County Commission staff and partners. As a result of the competitive process, First 5 identified a need to increase funding in fiscal year 2018-2019 to address recovery efforts related to the recent fires. As requested via the recommended budget adjustment resolution, an additional $40,127 in appropriations for fiscal year 2018-2019, for a total of $290,127, is required to support the Responsive Grant Program. The Commission approved this budget adjustment at its June 25, 2018 meeting.

The Sonoma County First 5 Commission is an agency of the County of Sonoma, which by law has independent authority over its strategic plan and local trust fund. As directed by the Board of Supervisors in the Commission's enabling ordinance, the Commission follows established County administrative procedures for processing its contracts through its administrative agent, the Department of Health Services.
Prior Board Actions:
On June 5, 2018 the Board 1) accepted the First 5 Sonoma County Commission Strategic Plan 2018-2021 Update and 2) approved agreements for the First 5 Sonoma County Responsive Grant Program in an amount not-to-exceed $750,000 through June 30, 2021 for projects and programs that address the Commission's Strategic Plan outcomes. On August 30, 2016 the Board approved an agreement with Wright School District to implement a community preschool program for the period August 30, 2016 to June 30, 2021 in an amount not to exceed $150,000. On February 2, 2016 the Board approved grant agreements with Sonoma Wine Country Weekend and Fort Ross Educational Foundation to accept a total of $53,000 in revenue to enhance the First 5 Sonoma County Preschool Facilities Grant Program. On May 19, 2015 the Board 1) authorized the Director of Health Services to implement the First 5 Sonoma County Preschool Facilities Grant Program and execute agreements in an amount not to exceed $655,000 through FY 15-16 and 2) adopted a resolution transferring $305,000 from General Fund Contingency to First 5 Sonoma County.
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community
These programs align with the County Strategic Plan Goal Area 1 and First 5 Sonoma County Commission Strategic Plan goals.

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	200,000	200,000	
Additional Appropriation Requested	240,127		
Total Expenditures	**440,127**	**200,000**	**0**
Funding Sources			
General Fund/WA GF	0	0	
State/Federal	0	0	
Fees/Other	0	0	
Use of Fund Balance	440,127	200,000	
Contingencies	0	0	
Total Sources	**440,127**	**200,000**	**0**

Narrative Explanation of Fiscal Impacts:

Additional appropriations for fiscal year 2018-2019 are required to support program needs. Proposition 10 is the funding source for the additional appropriations. It is anticipated that all Early Childhood Education Facilities Grant Program expenditures will be made during fiscal years 2018-2019 and 2019-2020, with grant terms extending beyond that period.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Budget adjustment resolution

Related Items "On File" with the Clerk of the Board:

None

County of Sonoma
State of California

Item Number: _____

Date: August 14, 2018 Resolution Number: _____

☑ 4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Authorizing Budgetary Adjustments to the Fiscal Year 2018-2019 Adopted Budget, Appropriating Revenues and Expenditures of $240,127 to Support the First 5 Sonoma County Commission's Early Childhood Education Facilities Grant and Responsive Grant Programs Within the Department of Health Services

Whereas, the Board of Supervisors has adopted the final budget for fiscal year 2018-2019 in accordance with Section 29088 of the Government Code of the State of California; and

Whereas, the Government Code allows for adjustments to the adopted budget during the 2018-2019 fiscal year.

Now, Therefore, Be It Resolved that the Board of Supervisors, County of Sonoma, State of California, does hereby authorize and direct the County Auditor-Controller to adjust the fiscal year 2018-2019 adopted budget for the increases listed in Exhibit A.

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

EXHIBIT A - BUDGET RESOLUTION

Department(s)/ Agency/(ies): Department of Health Services

	Narratives	FTE Impacts (+/-)	Gross Expenditure	Revenue and Reimbursement	Net Cost	Annualized Net Cost
	Summary of Requested Adjustments for Board Consideration					
	First 5 - OTHER FUND					
Summary Row	*Increase expenditures to support the First 5 Sonoma County Commission's Early Childhood Education Facilities Grant and Responsive Grant Programs.*	-	240,127	-	240,127	
	Total Requested Adjustments	**0**	**240,127**	**0**	**240,127**	**0**
	Subtotal of General Fund Changes	***0***	***0***	***0***	***0***	***0***
	Subtotal of Other Fund Changes	***0***	***240,127***	***0***	***240,127***	***0***

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 28
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: August 14, 2018

Vote Requirement: Majority

Department or Agency Name(s): Department of Health Services

Staff Name and Phone Number:

Barbie Robinson, 565-7876; Ellen Bauer, 565-4418

Supervisorial District(s):

Title: Tobacco Retailer Licensing Ordinance

Recommended Actions:

Adopt a resolution introducing, reading the title of, and waiving further reading of a proposed ordinance amending Chapter 32A of the Sonoma County Code to lower the minimum age for persons selling tobacco from 21 to 18 years. (First Reading)

Executive Summary:

On April 19, 2016 the Board of Supervisors adopted an ordinance adding Chapter 32A to the Sonoma County Code to require the licensure of tobacco retailers within unincorporated Sonoma County. The goals of the ordinance are to assure more responsible tobacco retailing and to prevent the sale or distribution of tobacco and nicotine products to minors. The ordinance stipulated that those who sell tobacco products must be the same age or older than the legal age to purchase tobacco products in California, which at the time of ordinance passage was 18 years of age. In June 2016 the California legislature passed legislation making it illegal for tobacco retailers to sell tobacco products to anyone under 21 years of age (with an exception for persons 18 and over with valid military identification).

To ensure that tobacco retailers may legally allow cashiers who are 18 to 20 years old to sell tobacco products, the Department is proposing a change to Chapter 32A of the Sonoma County Code to specifically state the requirement to be a minimum of 18 years of age to engage in the sale of tobacco for a tobacco retailer. This age requirement is consistent with the alcohol sales age requirement and alleviates a hardship for retailers who are no longer able to hire young adults 18 to 20 years old as cashiers. Further, this change reduces the negative impact on young adult employment opportunities.

Discussion:

Chapter 32A (Licensure of Tobacco Retailers) of the Sonoma County Code requires licensure of tobacco retailers within unincorporated Sonoma County. The goals of the ordinance are to assure more responsible tobacco retailing and to prevent the sale or distribution of tobacco and nicotine products to minors.

Current ordinance language regarding the allowable minimum age to sell tobacco products is tied to the age established by state law for the purchase of tobacco products, which at the time of ordinance passage was 18 years of age. Since that time, the California legislature passed legislation making it illegal for tobacco retailers to sell tobacco products to anyone under 21 years of age (with an exception for persons 18 and over with valid military identification).

To ensure that tobacco retailers may legally allow cashiers who are 18 to 20 years old to sell tobacco products, the Department is proposing a change to Chapter 32A of the Sonoma County Code to specifically state the requirement to be a minimum of 18 years of age to engage in the sales of tobacco for a tobacco retailer. This age requirement is consistent with the alcohol sales age requirement, which allows alcohol sales by a person who is a minimum age of 18 years if under continuous supervision of a person at least 21 years of age. Allowing tobacco retailers to employ 18 to 20 year old cashiers also serves to alleviate a hardship for retailers who are no longer able to hire young adults. Further, this change reduces the negative impact on young adult employment opportunities.

This item proposes amending Chapter 32A, Section 32A-3, subsection (e) as follows:

Existing ordinance language: Minimum Age for Persons Selling Tobacco: No person who is younger than the minimum age established by state law for the purchase or possession of tobacco products shall engage in tobacco retailing.

Proposed new ordinance language: Minimum Age for Persons Selling Tobacco: No person who is younger than 18 years of age shall engage in tobacco retailing.

Prior Board Actions:

On July 10, 2018 the Board adopted an ordinance amending Chapter 32A of the Sonoma County Code to make necessary administrative clarifications regarding pricing related to packages of cigars and little cigars.

On April 19, 2016 the Board adopted an ordinance (as amended) adding Chapter 32A (Licensure of Tobacco Retailers) to the Sonoma County Code to require the licensure of tobacco retailers within unincorporated Sonoma County.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

The ordinance serves to reduce smoking among youth in Sonoma County. This effort aligns with the *Agenda for Action* section of *A Portrait of Sonoma County* (2014), which recommends redoubling anti-smoking efforts as a top strategy for reducing disparities in health.

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures	**0**	**0**	**0**
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	**0**	**0**	**0**

Narrative Explanation of Fiscal Impacts:

There are no fiscal impacts associated with this item.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Resolution, ordinance (redline), ordinance (clean)

Related Items "On File" with the Clerk of the Board:

None

County of Sonoma
State of California

Item Number: _____

Date: August 14, 2018 Resolution Number: _____

☐ 4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Introducing, Reading the Title, and Waiving Further Reading of a Proposed Ordinance Amending Chapter 32A of the Sonoma County Code to Lower the Minimum Age for Persons Selling Tobacco from 21 to 18 Years

Whereas, a proposed ordinance entitled "An Ordinance of the Board of Supervisors of the County of Sonoma, State of California, Amending Chapter 32A of the Sonoma County Code to lower the minimum age for persons selling tobacco from 21 to 18 years" has been introduced and the title read.

Now, Therefore, Be It Resolved that further reading of the proposed ordinance is waived.

Be It Further Resolved that the Sonoma County Board of Supervisors will consider adoption of the proposed ordinance on or after August 28, 2018 in the Board of Supervisors Chambers, 575 Administration Drive, Room 102A, Santa Rosa, California.

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

Ordinance No. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 32A OF THE SONOMA COUNTY CODE TO LOWER THE MINIMUM AGE FOR PERSONS SELLING TOBACCO FROM 21 TO 18 YEARS

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I. Chapter 32A, Section 32A-3, subsection (e) of the Sonoma County Code is amended to read:

(e) Minimum Age for Persons Selling Tobacco. No person who is younger than 18 years of age~~the minimum age established by state law for the purchase or possession of tobacco products~~ shall engage in tobacco retailing.

SECTION II. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION III. Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment. Adoption and implementation of the standards, license requirements, and other measures contained in the ordinance will not result in any direct physical change to the environment on their own. In the alternative, the adoption and implementation of this ordinance is exempt from CEQA pursuant to Section 15308 of the State CEQA Guidelines as an action taken to assure the maintenance, restoration, enhancement, and protection of environment where the regulatory process involves procedures for protection of the environment. The basis for this determination is that this ordinance does not in itself approve any construction activities, but instead establishes standards, license requirements, and other measures that regulate the licensure of tobacco retailers more stringently than existing codes. These standards, license requirements, and other measures will assure the protection of human health, which is an aspect of the environment under Public Resources Code Section 21083(b)(3), by strengthening existing standards for preventing the sale of tobacco to youth and establishing new limitations on tobacco retailer licensure. The Director of the Department of Health Services is directed to file a notice of exemption in accordance with CEQA and the State CEQA Guidelines.

SECTION IV. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors

voting for or against the same, in *The Press Democrat,* a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the 14th day of August 2018, and finally passed and adopted this _____ day of _____ 20_____, on regular roll call of the members of said Board by the following vote:

Supervisors:

Gorin:	Rabbitt:	Zane:	Hopkins:	Gore:
Ayes:	Noes:	Absent:	Abstain:	

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

_____

Chair, Board of Supervisors
County of Sonoma

ATTEST:

_____

Clerk of the Board of Supervisors

Ordinance No. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 32A OF THE SONOMA COUNTY CODE TO LOWER THE MINIMUM AGE FOR PERSONS SELLING TOBACCO FROM 21 TO 18 YEARS

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I. Chapter 32A, Section 32A-3, subsection (e) of the Sonoma County Code is amended to read:

(e) Minimum Age for Persons Selling Tobacco. No person who is younger than 18 years of age shall engage in tobacco retailing.

SECTION II. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION III. Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment. Adoption and implementation of the standards, license requirements, and other measures contained in the ordinance will not result in any direct physical change to the environment on their own. In the alternative, the adoption and implementation of this ordinance is exempt from CEQA pursuant to Section 15308 of the State CEQA Guidelines as an action taken to assure the maintenance, restoration, enhancement, and protection of environment where the regulatory process involves procedures for protection of the environment. The basis for this determination is that this ordinance does not in itself approve any construction activities, but instead establishes standards, license requirements, and other measures that regulate the licensure of tobacco retailers more stringently than existing codes. These standards, license requirements, and other measures will assure the protection of human health, which is an aspect of the environment under Public Resources Code Section 21083(b)(3), by strengthening existing standards for preventing the sale of tobacco to youth and establishing new limitations on tobacco retailer licensure. The Director of the Department of Health Services is directed to file a notice of exemption in accordance with CEQA and the State CEQA Guidelines.

SECTION IV. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat,* a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the 14th day of August 2018, and finally passed and adopted this _____ day of _____ 20_____, on regular roll call of the members of said Board by the following vote:

Supervisors:

Gorin:	Rabbitt:	Zane:	Hopkins:	Gore:
Ayes:	Noes:	Absent:	Abstain:	

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

_____

Chair, Board of Supervisors
County of Sonoma

ATTEST:

_____

Clerk of the Board of Supervisors

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 29
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 14, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Paul Dunaway 565-3673
Gary Fontenot 565-5931
Gretchen Melendy 565-4248

Supervisorial District(s):

Title: Accept Archstone Expansion Grant Funding

Recommended Actions:

Authorize the Human Services Department to accept expanded grant funding in the amount of $375,000 for a three-year grant from the Archstone Foundation to address depression in low-income older adults.

Executive Summary:

The Sonoma Care Collaborative Project (SCCP) expansion is a three-year project funded by the Archstone Foundation which expands the collaborative care model to West County Health Centers and West County Community Services with a goal of serving an additional 100 older adults over a three-year grant period. This $375,000 grant expands on the existing Archstone grant between the Human Services Department and Petaluma Health Center that has provided support for more than 100 older adults who have symptoms of depression. The Human Services Department and Petaluma Health Center will act as backbone organizations for this expansion by providing local technical assistance to the two new partners to share best practices to implement the Collaborative Care model in West County.

Discussion:

The Sonoma Care Collaborative Project (SCCP), a partnership between the Human Services Department Adult and Aging Division and the Petaluma Health Center (PHC) that began in 2015, is effectively addressing depression in older adults. Applying the evidence-based Collaborative Care model of care developed at the University of Washington, the Sonoma Care Collaborative Project is an innovative model that embeds a community-based social worker from Adult and Aging into the care team at Petaluma Health Care. The social worker conducts home visits and uses the evidence-based program, Healthy IDEAS, to engage patients in positive behaviors. By integrating physical and behavioral health treatments, the treatment team can address the full range of each patient's needs. Most patients

participating in the program have shown a dramatic reduction in their depression symptoms and an increase in their well-being.

After the first three years of successfully implementing this model at the Petaluma Health Center, the Human Services Department applied for and was granted a new three year grant to expand the model to West County Health Centers (WCHC) using a community-based social worker from West County Community Services (WCCS) embedded in the primary care team at West County Health Centers.

The program will be developed with funding from Archstone Foundation leveraging the last 3 years of experience implementing the model at Petaluma Health Center. The total grant amount is $375,000 including the local match totals of $623,358. Of the $623,358. Human Services Adult & Aging is responsible for $6,500 in in-kind salaries/benefits, the remaining amount is contributing in-kind salaries/benefits from contracting partners. The start date of the grant funding is July 1, 2018 and will continue through July 1, 2021. There is no county general fund request. All program costs will be paid by grant funds and/or required Department match.

	Archstone Funding		
Agency	Year 1	Year 2	Year 3
West County Health Centers	$73,533	$73,533	$38,361
West County Community Services	$57,657	$57,657	$28,829
Adult & Aging	$13,310	$13,310	$7,810
Petaluma Health Center	$5,500	$5,500	$0
Totals	$150,000	$150,000	$75,000

Year 1: Fiscal Year 2018-19 will have grant funding of $150,000, with in-kind contributions from partnering Community-Based Organizations of $99,000 for a total of $249,000.

Year 2: Fiscal Year 2019-20 will have grant funding of $150,000 with in-kind contributions from partnering Community-Based Organizations of $99,000 for a total of $249,000.

Year 3: Fiscal Year 2020-21 will have grant funding of $75,000 with in-kind contributions from Community-Based Organizations of $50,358 for a total of $125,358.

Over the three-year span of the grant, funding will total $375,000, with in-kind contributions of $248,358 for a total of $623,358.

Prior Board Actions:

July 28, 2015: Board approved HSD agreement with Archstone Foundation and Sub-contract with Petaluma Health Center

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Continues and expands an innovative model to address depression in older adults by further expanding the model to include West County Community Services and embedding a social worker at West County Health Center, improving coordination and access to depression treatment for older adults.

Fiscal SummaryFiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	$0	$150,000	$75,000
Additional Appropriation Requested	$150,000		
Total Expenditures	**$150,000**	**$150,000**	**$ 75,000**
Funding Sources			
General Fund/WA GF	0	0	0
State/Federal	0	0	0
Fees/Other	$150,000	$150,000	$ 75,000
Use of Fund Balance			
Contingencies	0	0	0
Total Sources	**$150,000**	**$150,000**	**$ 75,000**

Narrative Explanation of Fiscal Impacts:

Human Services will request appropriations at first quarter consolidated budget adjustments for this grant award. There is no impact to General Fund. The total grant amount is $375,000. Of the $623,358 in-kind match, Human Services Adult & Aging is responsible for $6,500, which is included in the FY1819 budget. The remaining amount is contributing in-kind salaries/benefits from contracting partners.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

1. 2018 Grant Award Letter dated June 11, 2018
2. Grant Agreement # 18-04-036

Related Items "On File" with the Clerk of the Board:

None

ARCHSTONE
FOUNDATION

June 11, 2018

Diane Kaljian
Adult and Aging Director
County of Sonoma, Human Services Department
Adult and Aging Division
3725 Westwind Blvd., Suite 101
Santa Rosa, CA 95403

Dear Ms. Kaljian:

On June 4, 2018, Archstone Foundation Board of Directors met and reviewed the proposal for funding of *Sonoma Care Collaborative Continuation Project*. It is my pleasure to inform you that the proposal submitted by the County of Sonoma, Human Services Department for $375,000 was selected for funding.

Enclosed are two copies of the Grant Agreement, which outline our commitments to support County of Sonoma, Human Services Department per the proposal submitted on February 28, 2018. If you are in accord with the stipulations of this agreement, please return one signed copy at your earliest convenience. The other copy is for your files. As soon as this document is returned, we will proceed with the disbursement process detailed in the Grant Agreement attachment.

In future correspondence, please refer to this grant by its identification number, 18-04-36.

We are pleased to support this worthwhile project and look forward to a successful undertaking. If you have any questions regarding the grant, please contact Laura Rath, Senior Program Officer.

Best Wishes,

Joseph F. Prevratil, JD
President and CEO

Enc.

301 East Ocean Boulevard, Suite 1850, Long Beach, CA 90802-4933
P 562.590.8655 | F 562.495.0317 | www.archstone.org

ARCHSTONE FOUNDATION

Grant Number 18-04-36

GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between ARCHSTONE FOUNDATION (the *Foundation*) and the County of Sonoma, Human Services Department (the *Grantee*).

RECITALS

A. The Foundation, a California Nonprofit Public Benefit Corporation, is organized for the purpose of aiding and assisting, through contributions and otherwise, improved health care, and desires to make a grant to the Grantee in furtherance of that purpose.

B. The Grantee is willing to accept such grant on the terms and conditions of this Agreement.

TERMS & CONDITIONS

In consideration of the facts recited above and the mutual covenants, conditions and representations set forth herein, the parties agree and covenant as follows:

1. Grant. Subject generally to the provisions of this Agreement and specifically to the terms of this Section, the Foundation hereby agrees to grant the sum of not more than $375,000 (the *Grant*) for the program and purposes set forth on Schedule A attached hereto (the *Program*). In accepting such Grant, the Grantee acknowledges and agrees that:

a. the Foundation shall have no obligation to segregate or set aside any funds or assets for the payment of the Grant;

b. the Grantee shall use the Grant solely for the purposes and for organizing, implementing and conducting the Program;

c. the Grant shall be used only for charitable and educational purposes qualifying under Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the *Code*);

d. neither the Grant nor the income there from may be used for purposes other than those described;

e. the Grant shall be payable as set forth on Schedule B attached hereto; subject always to the provisions of Paragraphs 3 and 8 herein;

f. all unexpended amounts of the Grant shall be held in interest-bearing bank accounts with

the bank or banks set forth on Schedule B attached hereto; and

g. In the event the Grantee shall, singly or in conjunction with any other person or persons, contest in any court the validity of this Grant, the terms or conditions of this Grant or the diminution, termination, or determination on the part of the Foundation not to renew or to pay all or any part of the Grant, or shall seek to obtain an adjudication in any proceeding in any court that this Grant or any of its provisions is void, or seek otherwise to void, nullify, or set aside this Grant or any of its provisions, then the right of that Grantee to take any interest given or granted by the Grant shall be determined as it would have been determined had the Grantee failed initially to qualify under the provisions of subparagraph c of Paragraph 1.

2. Program. As an inducement to the Foundation to make the Grant, the Grantee has previously submitted a written proposal ("the *Proposal*") to the Foundation, which includes a description of the Program. The Grantee acknowledges that the Grant is expressly made in reliance on the Proposal and a review of financial information and a final budget submitted by the Grantee. Accordingly, the Grantee shall notify the Foundation immediately, in writing, of any material change in the facts set forth in the Proposal or in any other information or document submitted to the Foundation. Without the advance written consent of the Foundation, the Grantee shall not expend any part of the Grant or interest thereon whether for any purpose or item in excess of the amount budgeted for such purpose or item on the final budget for the Program submitted by the Grantee to the Foundation.

3. Conditions to the Grant. Except as such conditions may be waived in writing by the Foundation, the Foundation's obligations to make the Grant and, if the Grant is payable in installments, to pay each installment thereof shall be subject to each of the following conditions:

a. All necessary approvals and consents to the payment of the Grant shall, to the satisfaction of the Foundation, have been obtained and not revoked.

b. No legal, administrative or other proceeding shall be pending that questions the legality of the Grant.

c. The Grantee continues to qualify under Code Section 170(c)(1), and its Program as having a charitable and educational purpose as provided in Paragraph 1.c., above, both in fact and by operation of Paragraph 1.d. hereof.

d. The Board of Directors of the Foundation shall have approved or not withdrawn approval of each payment or installment of the Grant.

4. Covenants of Grantee. The Grantee covenants with the Foundation as follows:

a. To repay any portion of the Grant which is not used for the purposes of the Grant.

b. To submit to the Foundation full and complete quarterly reports on the manner in which the Grant is spent and the progress made in accomplishing the purposes of the Grant.

c. To maintain records of receipts and expenditures and to make its books and records relating to the Grant available to the Foundation at reasonable times.

d. Not to use any of the Grant (i) to carry on propaganda, or otherwise to attempt, to influence legislation (within the meaning of Section 4945(d)(1) of the Code), (ii) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code), (iii) to make any grant which does not comply with the requirements of Section 4945(d)(3) of (4) of the Code or (iv) to undertake any activity for any purpose other than one specified in Section 170(c)(1) of the Code.

e. In the performance of this Agreement and the expenditure of the Grant, the organization, implementation, and conduct of the Program will (i) comply with all applicable laws, regulations and union agreements to which it is bound and (ii) not discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry or political affiliation.

f. Without the prior written approval of the Foundation, and except for salaries specifically identified in the Proposal, not to transfer or pay, whether or not for value, any portion of the Grant to (i) any person or entity who directly or indirectly controls, is controlled by or is under common control with the Grantee, (ii) any person or entity who is an officer, employee, partner or trustee of, or serves in a similar capacity with respect to, the Grantee or (iii) any person or entity of which the Grantee or any of its officers, employees, partners or trustees is the beneficial owner of 5% or more of the equity interests therein.

5. Representations of Grantee. The Grantee represents and warrants to the Foundation that:

a. The Grantee is a California Public Government Entity, located at Adult and Aging Division, 3725 Westwind Blvd., Suite 101, Santa Rosa, CA 95403, duly formed, validly existing and in good standing under the laws of the State of California, and has the legal power and authority to conduct its business, to own its properties, and to execute, deliver, and perform its obligations under this Agreement.

b. This Agreement has been duly authorized, executed and delivered by the Grantee, and constitutes a legal, valid and binding obligation of the Grantee for the benefit of the Foundation.

c. All proceedings legally required to be taken by the Grantee in connection with the authorization of this Agreement and of the transactions related thereto, and all approvals, authorizations, consents and other orders of public boards or bodies as may be legally required to be obtained by the Grantee prior to the date hereof with respect to all or any of such matters, have been taken or obtained.

d. The execution and delivery of the Agreement by the Grantee, and the performance by the

Grantee of its obligations hereunder, do not (i) violate any provisions of the Articles of Incorporation, Bylaws or other governing instrument of the Grantee, (ii) violate any law, rule or regulation having applicability to the Grantee or any order, writ, judgement, decree, determination or award to which the Grantee is a party or (iii) result in the breach of, or constitute a default under any agreement, lease or instrument to which the Grantee is a party or by which the Grantee is bound.

e. No audit, investigation, proceeding or other inquiry is pending by the Internal Revenue Service, the Franchise Tax Board or the Attorney General of any state with respect to the Grantee or any affiliated organization, and no legal, administrative or other proceeding is pending that questions the legality of the Grant.

6. Publicity. All promotional and advertising materials, including announcements, brochures, publications, films, videotapes, exhibitions and visual materials, produced or authorized by the Grantee relating to the Program shall, to the extent directed by the Foundation, give credit to the Foundation at least as prominent as that given to any other person or organization or entity which makes a grant or contribution of funds to the Grantee. The Foundation shall have the right, but not the obligation, to review in advance and approve the contents of all press announcements issued by the Grantee, the planning of all press events, and the contents of all promotional and advertising materials related to the Grant and the Program.

7. Reports and Records. The Grantee agrees to submit such reports, in addition to the reports required under Paragraph 4(b) hereof, as may be requested by the Foundation, in such form as the Foundation may prescribe at reasonable intervals, relating to the Grantee's performance of, or ability to fulfill, its obligations under this Agreement. Notwithstanding the foregoing, the Grantee shall timely submit such reports as are described on Schedule C attached hereto. The Grantee shall maintain complete, accurate and current records of all income and expenses relating to the Program and the Grant. During the term of this Agreement and at any time within two (2) years thereafter, the Grantee shall make such records available upon request to the Foundation for review, copying, and audit. In addition, the Grantee agrees to cooperate fully with the Foundation, and to allow the Foundation, and any person designated by it, full and complete access to the facilities, activities and operations of the Grantee, for the purpose of auditing, monitoring and evaluating the Program, the Grant and the compliance of the Grantee with the terms and conditions of the Agreement.

8. Termination. The Foundation shall have the right to terminate this Agreement and the Grant in the event the Foundation determines that the Grantee (a) has misrepresented any material fact or supplied false or misleading material information to the Foundation in the Proposal or otherwise in regard to this Agreement or the Grant, (b) has diverted any payments made under this Agreement to a purpose other than that permitted hereunder, (c) has failed to maintain or provide any material records or reports require to be maintained or provided hereunder, (d) has failed to abide by any other term or condition of this Agreement, (e) has terminated, abandoned, canceled or substantially altered, or is likely to terminate, abandon, cancel or substantially alter, the Program or (f) has initiated any of the actions set forth in Paragraph 1.d., above, or has failed to comply with the requirements of Paragraph 1.c., above in fact or by operation of Paragraph 1.d. Upon termination of this Agreement by the Foundation, the Foundation shall be relieved from

making any further payments to the Grantee in regard to the Grant and, if such termination is pursuant to clause (a), (b), (c) or (d) above, may require the Grantee to refund any or all payments of the Grant theretofore made. The foregoing remedies of the Archstone Foundation are in addition to any other remedies provided by law, and all such remedies shall be cumulative and not exclusive.

9. No Liability. The Grantee shall indemnify, defend and hold the Foundation harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Program or any other program or activity by the Grantee. IN NO CASE SHALL THE FOUNDATION BE LIABLE TO THE GRANTEE OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES. The Foundation shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee. It is expressly understood by the parties that no director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement or any subsequent agreement between parties regarding the subject matter hereof. The parties agree that the liability of the Foundation hereunder shall be limited to the payment of the Grant pursuant to the terms and conditions of the Agreement. Any contracts entered into or other obligations or liabilities incurred by the Grantee in connection with the Program or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and the Foundation shall have no obligation or liability whatsoever thereunder or with respect thereto. The Grantee covenants that all contracts to which it shall become a party in regard to the Program and/or Grant shall include the following clause:

It is expressly agreed and understood that neither the Archstone Foundation (the "Foundation") nor any director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with the Agreement, and that the foregoing provisions concerning financial responsibility or liability shall be expressly included in and made part of any and all agreements between the parties subsequent to this Agreement.

10. Insurance. The Grantee represents and warrants that (a) it is, and will continue to be, adequately insured against all risks, including such risks as would be covered by fire and property damage, worker's compensation, automobile and comprehensive general liability insurance, with respect to the conduct of the Program and (b) the premises and facilities of third parties where the Grantee conducts and will conduct its programs and activities also are and will be so adequately insured. Upon demand of the Foundation, the Grantee shall furnish the Foundation the policy or policies of insurance or a certificate of insurance or other written evidence satisfactory to the Foundation, evidencing the insurance carried by or otherwise benefiting the Grantee. The Grantee covenants that it will cause the Foundation to be added as an additional insured on all relevant policies of insurance carried by the Grantee.

11. Prior Agreements. This Agreement and the Proposal together constitute the entire agreement of the parties with respect to the subject matter hereof, and the provisions hereof and thereof have superseded any and all prior and contemporaneous agreements or understandings relating to the matters specifically addressed herein or therein.

12. Other Provisions. Failure or inability of either party to enforce any right hereunder shall not waive any right with respect to any other or future rights or occurrences, nor shall waiver of any condition or right in any instance be deemed a waiver of any condition or right in any other instance. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding in addition to any other relief to which it may be entitled. This Agreement and the Grantee's rights, duties and obligations hereunder may not be assigned by the Grantee without the prior written consent of the Foundation. Any attempt at assignment shall be void and a material breach of this Agreement by the Grantee. This Agreement has been negotiated, executed and delivered in the State of California and shall be governed by and construed in accordance with its laws. The Schedules attached hereto are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.

13. Amendments and Modifications. This Agreement may be amended or modified only by a written instrument executed by the Foundation and by the Grantee. Notwithstanding the foregoing, modifications to the scope of the Program, alterations in the funding schedule, revisions to the Proposal and other changes to the terms and conditions of this Agreement set forth on the Schedules attached hereto may be effectuated by the substitution of replacement Schedule(s), provided that such replacement Schedule(s) are executed by both the Foundation and the Grantee.

14. Completion of Grant. The Grantee covenants to execute and deliver to the Foundation a final evaluation report (including summary of the project, all statistical data, evaluation results and accounting of expenditures per exhibit C, attached) as a condition precedent to receipt of the final installment payment of the Grant.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement on:

GRANTEE:
County of Sonoma, Human Services Department

By: Karen Fies Date: 6/20/18

~~Diane Kaljian~~ Karen Fies
~~Adult and Aging Director~~
Director of Human Services

ARCHSTONE FOUNDATION:

By: Joseph F. Prevratil Date: 6-11-18

Joseph F. Prevratil, JD
President & CEO

ACKNOWLEDGED AND READ

By: Gary Fontenot Date: 6-20-18

~~Gretchen Mclendy~~
~~Program Planning & Evaluation Analyst~~
Gary Fontenot
Human Services Section Manager

SCHEDULE A

DESCRIPTION OF PROGRAM AND PURPOSES:

The Sonoma Care Collaborative Project (SCCP) will enroll 100 older adults in the SCCP expansion project. The population to be served and engaged through the proposed expansion of the SCCP comprises older adult (65+years) patients of the West County Health Centers who:

1. Screen positive for depression using a PHQ-2/PHQ-9;
2. Consent to services; and
3. Demonstrate the ability to constructively engage in medication compliance, psychotherapy, and community case management services.

The ability to constructively engage in services will be assessed based on patient history of compliance and engagement and through interviews with the WCHC primary care physician, WCCS Senior Case Manager, and/or psychiatric consultant. The SCCP will utilize community partnerships to seek alternative treatment for patients who do not meet the selection criteria for this project.

The goals of the project are to:

1. Enroll and treat a minimum of 100 older adults collectively from the West County Health Center clinics in the Collaborative Care model by the end of Project Year 3.
2. Reduce depressive symptoms for enrolled patients by developing and delivering treatment plans for patients within 10-12 weeks of enrollment.
3. Ensure that 90% of WCHC patients who are 65 years of age or older will have documentation of annual screening for depression in medical record on an ongoing basis throughout the grant period.
4. Provide Healthy IDEAS intervention through home visits from the Senior Case Manager at West County Community Services.
5. Improve the care depressed adults receive at WCHC and throughout the County by promoting a Collaborative Care model in more Sonoma County clinics.
6. Sonoma County Adult & Aging and Petaluma Health Center will provide local technical assistance as follows:
    a. Lead monthly phone conference calls with WCHC and WCCS staff to discuss progress on the goals of the grant;
    b. Hold quarterly face-to-face Care Collaborative Coalition meetings to share best practices between health centers and CBOs and to discuss challenges/successes; and
    c. Provide peer consultation as needed (for example, senior care manager from the CBO may consult on a challenging client to determine how to best utilize the collaborative care model.)

WCHC and WCCS will launch the expansion of SCCP on July 1, 2018. Patient identification by the Senior Case Manager, Primary Care Physician (PCP), Medical Assistant (MA), Care Team Registered Nurse (CTRN) and Behavioral Health (BH) Provider will determine patients in need of help with depression.

Depression screens by the MA and BH Provider will commence, with documentation showing annual screenings of 90% of patients 65 years of age and over. Clinical assessment data to support any potential depression diagnosis will be gathered, and PCP and/or the Behavioral Health Provider will provide the clinical diagnosis.

PCP, MA, CTRN, BH Provider and WCCS Senior Case Manager stationed at WCHC will educate the patient and family (as appropriate) about depression and treatment options; the treatment care plan will be developed and initiated by the Psychiatrist, PCP and BH Provider within 10-12 weeks of patient enrollment. To further engage the patient, the WCCS Senior Case Manager will gather additional information and develop an assessment of patient needs, desires and resources through a home visit with the client/family.

If indicated, the Psychiatrist and PCP will prescribe antidepressant medication and together with the CTRN and BH Provider, educate the patient about the medication and potential side effects. Patient self-management support and indicated behavioral interventions for all patients will be facilitated by the PCP, CTRN, BH Provider and Senior Case Manager.

The BH Provider will provide evidence-based psychotherapy and the Senior Case Manager and BH Provider will provide case management and/or refer to social and other support services. If indicated, the Psychiatrist, PCP, CTRN, and BH Provider will provide or refer to specialty mental health services outside primary care.

For Quality Assurance (QA) treatment outcomes will be tracked by the PCP, MA, BH Provider and Senior Case Manager using results from the PHQ-9 and other screening tools as required. For project process quality assurance, the PCP, MA, BH Provider and Senior Case Manager will track delivery of care management support and reach out to patients not engaging in treatment. The Psychiatrist, PCP and BH Provider will regularly check treatment response for possible need for changes, and the PCP Champion, PCP, Psychiatrist, BH Provider, Senior Case Manager and Project Manager will participate in weekly case reviews to identify patients who are not improving and provide any treatment recommendations. The Psychiatrist, PCP, BH Provider, and Senior Case Manager will ensure that treatment recommendations are enacted.

The CMO, PCP Champion, MA, Senior Case Manager, and Project Manager will provide project support. The CMO, Psychiatrist, BH Provider and Project Manager will provide program supervision. The Project Manager will also assist in coordinating meetings and reports, including monthly phone conference calls with HSD, PHC, WCHC, and WCCS staff to discuss progress on the goals of the grant, quarterly face to face Sonoma Care Collaborative Coalition meetings to identify best practices and use peer consults as needed.

Patient discharge and termination from the project will be determined by the team after appropriate successful course of treatment. Patients with ongoing concerns will continue to be treated and followed by the PCP, BH Provider and Senior Case Manager as needed.

SCHEDULE B

The funding schedule set forth below constitutes an estimate of the Grantee's need for funds based upon the Proposal and approved budget (see attachment). The amounts and timing of the payment of installments of the Grant as set forth in such funding schedule are subject to change, at the discretion of the Foundation, in the following circumstances:

1. Reports required by Paragraph 7 of the Grant Agreement and/or by Schedule C attached thereto are not submitted in a timely manner or with all required information.

2. The Program is modified, enhanced, reduced or otherwise altered in any substantive manner without the prior written approval of the Foundation.

3. The Foundation determines that cost savings may be achieved through utilization of other resources or the Foundation's purchase requisition procedures for equipment and other items required by the Program.

FUNDING SCHEDULE:

Payment Schedule for the above Grant:

July 1, 2018	$135,000.00	First 90% of Year One	Scheduled
July 1, 2019	$135,000.00	First 90% of Year Two	Contingent
September 15, 2019	$15,000.00	Final 10% of Year One	Contingent
July 1, 2020	$67,500.00	First 90% of Year Three	Contingent
September 15, 2020	$15,000.00	Final 10% of Year Two	Contingent
September 15, 2021	$7,500.00	Final 10% of Year Three	Contingent

Contingent payments require submission of Progress and Evaluation Reports to be reviewed and approved by Foundation prior to payment authorizations. The total grant funds released based on Grantee submitted Reports may be less than the approved grant, but in no case will the total payment exceed $375,000.

BANK(S) IN WHICH GRANT FUNDS ARE TO BE HELD:

ACCOUNT#

MAIL CHECK TO:

SCHEDULE C

REPORTS TO BE FURNISHED:

I. PROGRESS REPORTS. Progress Reports must include, at a minimum, a written narrative addressing the progress of all phases of program development and a detailed accounting of expenditures to date and any available statistics or evaluative data on the program.

II. EVALUATION REPORT. The Evaluation Report must be a complete review and report of the program including a summary of the project, all statistical data, evaluation results and accounting of expenditures. The grant period is scheduled to end July 1, 2021. The Final Evaluation report is due within two months of the end of the grant and should cover the entire grant period.

REPORTING SCHEDULE:

November 1, 2018	1st Quarter Progress Report	(covering July 1, 2018 – September 30, 2018)
February 1, 2019	2nd Quarter Progress Report	(covering October 1, 2018 – December 31, 2018)
May 1, 2019	3rd Quarter Progress Report	(covering January 1, 2019 – March 31, 2019)
August 1, 2019	4th Quarter Progress Report	(covering April 1, 2019 – June 30, 2019)
September 1, 2019	Year One Evaluation Report	
November 1, 2019	5th Quarter Progress Report	(covering July 1, 2019 – September 30, 2019)
February 1, 2020	6th Quarter Progress Report	(covering October 1, 2019 – December 31, 2019)
May 1, 2020	7th Quarter Progress Report	(covering January 1, 2020 – March 31, 2020)
August 1, 2020	8th Quarter Progress Report	(covering April 1, 2020 – June 30, 2020)
September 1, 2020	Year Two Evaluation Report	
November 1, 2020	9th Quarter Progress Report	(covering July 1, 2020 – September 30, 2020)
February 1, 2021	10th Quarter Progress Report	(covering October 1, 2020 – December 31, 2020)
May 1, 2021	11th Quarter Progress Report	(covering January 1, 2021 – March 31, 2021)
August 1, 2021	12th Quarter Progress Report	(covering April 1, 2021 – June 30, 2021)
September 1, 2021	Final Evaluation Report	

All Reports should be submitted electronically to reports@archstone.org.

APPROVED BUDGET FOR GRANT # 18-04-36:

PERSONNEL COSTS	Total Budget	Other Funding	Total Request	Year One Request	Year Two Request	Year Three Request
WCCS Senior Case Manager	$ 131,040	$ 21,840	$ 109,200	$ 43,680	$ 43,680	$ 21,840
WCHC RN Case Manager	$ 40,098	$ 13,497	$ 26,601	$ 13,104	$ 13,497	$ -
WCHC Primary Care Providers	$ 71,604	$ 71,604	$ -	$ -	$ -	$ -
WCHC Geropsychologist	$ 14,320	$ 14,320	$ -	$ -	$ -	$ -
WCHC Physician Champion	$ 47,736	$ 5,260	$ 42,476	$ 14,540	$ 13,968	$ 13,968
WCHC Behavioral Health Provider	$ 38,188	$ 9,660	$ 28,528	$ 12,480	$ 14,069	$ 1,979
WCHC Project Manager	$ 19,094	$ -	$ 19,094	$ 6,240	$ 6,427	$ 6,427
A & A Program & Planning Analyst	$ 22,750	$ 6,500	$ 16,250	$ 6,500	$ 6,500	$ 3,250
PHC Behavioral Health Manager	$ 7,500	$ -	$ 7,500	$ 3,750	$ 3,750	$ -
Benefits @ 20% for WCCS positions	$ 26,208	$ 4,368	$ 21,840	$ 8,736	$ 3,500	$ 4,368
Benefits @ 25% for WCHC position	$ 57,760	$ 42,309	$ 15,451	$ 8,524	$ 8,736	$ -
Benefits @ 35% for A&A positions	$ 8,750	$ -	$ 8,750	$ 3,500	$ 6,927	$ 1,750
Benefits @ 25% for PHC position	$ 2,500	$ -	$ 2,500	$ 1,250	$ 1,250	$ -
CONSULTANTS						
WCHC Psychiatrist Consultant	$ 72,840	$ 36,420	$ 36,420	$ 11,960	$ 11,960	$ 12,500
PERSONNEL SUBTOTAL	$ 560,388	$ 225,778	$ 334,610	$ 134,264	$ 134,264	$ 66,082
DIRECT OPERATING COSTS						
Mileage	$ 3,600	$ -	$ 3,600	$ 1,200	$ 1,200	$ 1,200
Supplies	$ 2,700	$ -	$ 2,700	$ 900	$ 900	$ 900
DIRECT OPERATING SUBTOTAL	$ 6,300	$	$ 6,300	$ 2,100	$ 2,100	$ 2,100
INDIRECT COSTS @ 10% (MAX)	$ 56,670	$ 22,580	$ 34,090	$ 13,636	$ 13,636	$ 6,818
TOTAL COSTS	**$ 623,358**	**$ 248,358**	**$ 375,000**	**$ 150,000**	**$ 150,000**	**$ 75,000**

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number:
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 14, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:
Katie Greaves, 565-8501

Supervisorial District(s):
All

Title: HSD Contract with Workforce Alliance North Bay

Recommended Actions:

Authorize the Director of the Human Services Department to execute an agreement with Workforce Alliance of the North Bay (WANB) for $107,100 to carry out Regional Planning Implementation activities during the period August 15, 2018 through June 30, 2019. The implementation planning activities will promote upward income mobility for lower waged job seekers and ensure that the needs of the business community are being met.

Executive Summary:

The Workforce Innovation and Opportunity Act required Workforce Development Boards in the North Bay Planning Unit (Sonoma, Lake, Marin, Mendocino, Napa and Solano Counties) to develop a Regional Workforce Plan. The 2017-2020 Regional Plan was approved by the Board of Supervisors in March 2017. Approval of this item will authorize the Director of the Human Services Department to execute an agreement with Workforce Alliance of the North Bay (WANB) for Regional Planning Implementation activities for $107,100 for the period August 15, 2018 through June 30, 2019.

Discussion:

The *North Bay Regional Planning Unit*, comprised of Workforce Development Boards in Sonoma, Lake, Marin, Mendocino, Napa and Solano Counties, is required by the California Workforce Board to develop strategies to strengthen industry sector partnerships, to support career pathways and to provide workforce services to businesses. In order to implement the 2017-2020 Regional Plan, the California Workforce Board awarded the North Bay Planning Unit $415,000. These funds will allow the region to make improvements to its business services infrastructure, including maximizing business tools and ease of service delivery, and to support the next steps in workforce projects that have emerged from the various business-led Industry Sector Partnerships in health care, manufacturing and hospitality.

The funding has been allocated to the three Workforce Boards in the region based on approval by the California Workforce Development Board as follows: Workforce Alliance of the North Bay (WANB),

comprised of Napa, Lake, Mendocino, and Marin Counties -- $107,100; Solano County Workforce Development Board -- $47,600; and Sonoma County -- $260,300. Sonoma County Human Services Department has been appointed as the fiscal agent for the administration of these funds.

WANB will support the objectives and carry out applicable activities as outlined in the Regional Planning Implementation Grant Work Plan, including: the procurement of Industry Innovation projects on behalf of the region; the development of regional metrics to track business engagement; the establishment of an "Employer Advancement and Retention Network"; continuing to champion the Industry Recognized Credentials in Healthcare created by the Sonoma-Marin Healthcare Industry Sector Partnership to educators in Sonoma and Marin; and connecting with building and trades employers via business associations, unions, foundations, and other community partners .

HSD will also be contracting with the Solano County Workforce Development Board (WDB) as referenced above. Solano WDB will support the objectives and carry out applicable activities as outlined in the Regional Planning Implementation Grant Work Plan, including: the procurement of Industry Innovation projects on behalf of the region; the development of regional metrics to track business engagement; the creation of a new incumbent worker training program based on best practices in the region; convening and providing administrative support for established Industry Sector Partnerships in the region; and connecting with building and trades employers via business associations, unions, foundations, and other community partners.

In addition to acting as fiscal lead for the grant funds, the Human Services Department and the Sonoma County Workforce Investment Board (WIB) will support the objectives and carry out applicable activities as outlined in the Regional Planning Implementation Grant Work Plan, including: the procurement of Industry Innovation projects on behalf of the region; the development of regional metrics to track business engagement; researching and purchasing software that will lead to high quality labor market data; and connecting with building and trades employers via business associations, unions, foundations, and other community partners. HSD will procure and award contracts for the Industry Innovation Fund.

Approval of this item will authorize the Director of the Human Services Department to execute an agreement with Workforce Alliance of the North Bay (WANB) for Regional Planning Implementation activities for $107,100 for the period August 15, 2018 through June 30, 2019. A competitive procurement process was not required because the funds were allocated specifically to WANB by the California Workforce Development Board.

Prior Board Actions:

March 7, 2017: Approved the 2017-2020 Regional Workforce Innovation and Opportunity Act (WIOA) Workforce Plan for Sonoma, Marin, Lake, Mendocino, Napa, and Solano Counties.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

WIOA helps prepare job seekers and youth for work as well as provides assistance to regional employers in finding qualified workers.

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses			
Additional Appropriation Requested	$415,000		
Total Expenditures	**$415,000**		
Funding Sources			
General Fund/WA GF			
State/Federal	$415,000		
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	**$415,000**		

Narrative Explanation of Fiscal Impacts:

Human Services will request appropriations at first quarter consolidated budget adjustments for this grant. There is no impact to General Fund. Revenue will be budgeted at $415,000 and expenditures will be budgeted as follows: $107,100 for the WANB contract; $47,600 for the Solano County Workforce Development Board contract; and $260,300 for Sonoma County Human Services Department.

The funding for HSD will support service contracts resulting from the Industry Innovation Fund procurement, the purchase of business services software, one existing staff position previously funded by the state Slingshot grant which has now ended, and operating and administrative expenses.
No additional staffing positions in support of this funding will be requested.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

Contract with Workforce Alliance of the North Bay

Related Items “On File” with the Clerk of the Board:
None

Workforce Alliance of the North Bay
Agreement to Provide
REGIONAL PLANNING IMPLEMENTATION
Funding Amount: **$107,100.00**
Term: **08/152018 to 06/30/2019**
Agreement Number: ET-WFA-RPI-1819
Funding Source: Workforce Innovation Opportunity Act (WIOA)

AGREEMENT FOR PROVISION OF SERVICES

This agreement ("Agreement"), dated as of August 15, 2018 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Workforce Alliance of the North Bay, a Joint Powers Agency, (hereinafter "Contractor").

RECITALS

WHEREAS, the North Bay Regional Planning Unit (RPU), commonly referred to as the North Bay Employment Connection (NBEC), and hereafter referred to as the "NBEC RPU", is comprised of the Sonoma County Workforce Development Board, the Solano County Workforce Development Board, and Contractor, which represents Napa, Lake, Mendocino, and Marin Counties Workforce Boards as one Workforce Development Board; and

WHEREAS, the NBEC RPU received a Workforce Innovation Opportunity Act (WIOA) grant from the California Workforce Development Board (CWDB) and the Employment Development Department (EDD) for Regional Planning Implementation; and

WHEREAS, Contractor represents that it is duly qualified by reason of its partnership in the NBEC RPU, and its experience, and organization to provide the services contemplated by this Agreement; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor for Regional Planning Implementation services;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1. Contract Documents. The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

- ☒ **Exhibit A: Scope of Work**
- ☒ **Exhibit B: Fiscal Provisions/Budget**
- ☒ **Exhibit C: Insurance Requirements**
- ☒ **Exhibit D: Assurance of Compliance**
- ☒ **Exhibit E: Additional Federal Requirements**
- ☐ Exhibit F: Professional Licensure/Certification
- ☐ Exhibit G: Media Communications
- ☐ Exhibit H: Accessibility
- ☐ Exhibit I: Data System Requirements
- ☐ Exhibit J: Adverse Actions / Complaint Procedures

1.2. Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A: Scope of Work" (hereinafter "Exhibit A"), attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.3. Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.4. Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed One Hundred Seven Thousand One Hundred Dollars ($107,000.00), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

2.1. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.2. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

2.2.1. If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement.

The term of this Agreement shall be from 08/15/2018 to 06/30/2019 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Contractor.

4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds, terminates or funds are not made available for which the County anticipated using to pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due to become due under this Agreement.

4.4. Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Article 9.18 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.5. Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Article 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.6. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Director of the Human Services Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in "Exhibit C: Insurance Requirements" (hereinafter "Exhibit C"), which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not significantly change the scope of work or significantly lengthen time schedules, and amendments to the Agreement which do not increase the amount of payment under the Agreement (taking into account all prior amendments) more than $25,000 from the original Agreement amount, may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without

authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1. Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker’s compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Subcontractors. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4. No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.5. Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or

other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.6. Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6.1. Contractor shall, during normal business hours and as often as any agent of the county, state, or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement. Contractor acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of Contractor and its subcontractors associated with this Agreement.

9.6.2. In compliance with 29 CFR 95.53 and 45 CFR 74.53: Retention and Access Requirements for Records, Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation for a period of four (4) years from the date of final payment of this Agreement. If, at the end of four years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit.

9.7. Monitoring, Assessment & Evaluation. Authorized state, federal and/or county representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites as appropriate, interviews of project staff and participants, and review of all records. Contractor shall cooperate with County in the monitoring, assessment, and evaluation process, which includes making any program or administrative staff (fiscal, etc.) available during any scheduled process.

9.8. Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.9. Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the

term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.10. Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment practices and in delivery of services because of race, color, ancestry, national origin (including limited English proficiency), religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender status, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding, sex stereotyping), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.10.1. Contractor understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request and shall sign and submit to County an Assurance of Compliance, attached hereto as "Exhibit D: Assurance of Compliance" (hereinafter "Exhibit D"), and incorporated by this reference, in order to certify that contractor is in compliance with the State and Federal laws related to equal employment opportunity and delivery of services.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article and subcontractors shall agree to, sign and submit to Contractor a copy of the Assurance of Compliance, Exhibit D. Contractor shall maintain copies of these Assurances and submit copies to County upon County's request.

9.11. AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.12. Confidentiality. Contractor agrees to maintain the confidentiality of information in accordance with all applicable State and federal laws and regulations.

9.13. Information Security. In addition to any other provisions of this agreement, Contractor shall be responsible for ensuring that electronic media containing confidential and sensitive data is protected from unauthorized access.

9.14. Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any

sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.15. Drug-Free Workplace. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by complying with all requirements set forth in the Act.

9.16. Facilities. Contractor warrants that all of the Contractor's facilities: (a) will be adequately supervised, (b) will be maintained in a safe and sanitary condition, (c) will be available for monitoring by County and/or state and federal monitors, (d) are accessible to handicapped individuals if appropriate, and (e) are nonsectarian.

9.17. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice and Making Payments.

All notices and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail. Notices and payments shall be addressed as follows:

TO COUNTY:	County of Sonoma, Human Services Department 3600 Westwind Boulevard Santa Rosa, CA 95403
TO CONTRACTOR:	Workforce Alliance of the North Bay 1546 First St. Napa, CA 94559

When a notice or payment is given by a generally recognized overnight courier service, the notice or payment shall be deemed received on the next business day. When a copy

of a notice or payment is sent by facsimile or email, the notice or payment shall be deemed received upon transmission as long as (1) the original copy of the notice or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1. No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. Counterparts and Electronic Copies. The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. In the event that any handwritten signature is delivered by facsimile transmission (“Fax”) or by electronic mail (“email”) delivery of a portable document format ("pdf") data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such Fax or pdf signature page were an original thereof. An electronic copy, including Fax copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

13.10. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR

Workforce Alliance of the North Bay

By: _____

Name: Bruce Wilson
Title: Executive Director

Date: _____

COUNTY OF SONOMA

By: _____

Name: Karen Fies
Title: Director, Human Services Department

Date: _____

APPROVED AS TO SUBSTANCE FOR COUNTY

By: _____

Name: Katherine Greaves
Title: Director, Employment & Training Division

[ ] EXEMPT FROM COUNTY COUNSEL REVIEW

APPROVED AS TO FORM FOR COUNTY

By: _____

County Counsel

[ ] CERTIFICATES OF INSURANCE ON FILE WITH COUNTY

[ ] INSURANCE REQUIREMENT CHANGES APPROVED OR WAIVED BY RISK MANAGEMENT

By: _____

Exhibit A: Scope of Work

I. PROGRAM DESCRIPTION

As reflected in the North Bay Employment Connection (NBEC) regional strategic plan on behalf of the North Bay Regional Planning Unit (RPU), NBEC is committed to promoting upward income mobility for lower waged job seekers and ensuring that the system is driven by the needs of the business community.

The recently awarded Regional Planning Implementation grant will allow NBEC to build on prior initiatives to take its work to the next level by:

- Hiring an experienced outside facilitator to help the group define roles, responsibilities, relationships and the decision-making process around this common goal
- Improvements to business services infrastructure, including maximizing business tools and ease of service delivery.
- Further enhancement of next steps in projects that have emerged from the business leadership of Industry Sector Partnerships via the Industry Innovation Fund.

II. CONTRACTOR RESPONSIBILITIES

A. Contractor will support objectives and carry out applicable activities as outlined in Exhibit A-1: RPI Grant Work Plan.

B. Contractor will assist in the procurement of Industry Innovation projects, including providing technical assistance to grantees.

C. Contractor agrees to meet Deliverables as applicable and as outlined in Exhibit A-2: Project Deliverables.

D. Contractor will report progress on Deliverables quarterly and as requested by County/Regional Advisor.

E. Contractor will comply with all monitoring requirements of the grant.

III. COUNTY RESPONSIBILITIES

A. County will act as fiscal agent for NBEC and the RPI grant, including fiscal and quarterly reporting, monitoring, procuring, and subcontracting in compliance with both grant requirements and County requirements.

Exhibit A-1: Regional Planning Implementation Grant Work Plan

Objectives/Activities	Estimated Dates
Quarter 1 - Jan - Mar 2018	
Planning retreat with outside facilitator to develop vision and ground rules for working together as a region	COMPLETE
Develop an MOU based on meeting with facilitator	COMPLETE
Quarter 2 - Apr - Jun 2018	
Resubmit work plan forms to the state	5/15/2018
Develop an RFP for Industry Innovation Fund (IIF)	6/30/2018
Quarter 3 - Jul - Sept 2018	
Issue contracts to each WDB for business engagement infrastructure support	7/15/2018
Issue IIIF RFP and conduct competitive selection process	7/31/2018
Develop scopes of work and issue contracts to successful IIF bidders	8/31/2018
Share information about the Industry Innovation Fund with regional ISP's and help them to develop ideas for making use of the Fund in ways that would advance their goals.	8/31/2018
Provide technical assistance to potential bidders on the requirements of the RFP process	8/31/2018
Work with bidders to ensure success of their respective projects	6/30/2019
Each board will develop metrics to track business engagement, and will share and discuss as a group	6/30/2019
All boards' business engagement teams will reach out to more businesses, responding to their requests for service, establishing/nurturing relationships with key industry partners and promoting ease of service delivery for businesses.	6/30/2019
Based on the Workforce Alliance's Mar 2016 "Layoff Aversion/Business Retention…Guide," Alliance business reps will establish a "Employer Advancement and Retention Network" in each of the four counties - and share results with the region.	6/30/2019
Sonoma will research and purchase software that will lead to high quality labor market data; other WDBs will share info as part of research; Sonoma will share findings back to the group.	6/30/2019
Solano will create a new incumbent worker training program based off of best practices in the region; will share results back to the group.	6/30/2019
Continue to convene and provide administrative support for the established Slingshot ISPs in the region.	6/30/2019
All boards will continue to engage businesses in sector partnerships.	6/30/2019
Continue to champion the Industry Recognized Credentials in Healthcare already created by the Sonoma-Marin Healthcare ISP to educators.	6/30/2019
Sonoma will devote time at every WIB meeting to hear from local industry about the impact of the wildfires on their workforce. WIB staff will be using this time as an ongoing focus group to be poised for impacts on the horizon.	6/30/2019
All boards will participate in numerous venues to connect directly with building and trades employers via business associations, unions, foundations, and other community partners.	6/30/2019

Objectives/Activities	Estimated Dates
Quarter 4 - Oct - Dec 2018	
Work with bidders to ensure success of their respective projects	6/30/2019
Each board will develop metrics to track business engagement, and will share and discuss as a group	6/30/2019
All boards' business engagement teams will reach out to more businesses, responding to their requests for service, establishing/nurturing relationships with key industry partners and promoting ease of service delivery for businesses.	6/30/2019
Based on the Workforce Alliance's Mar 2016 "Layoff Aversion/Business Retention…Guide," Alliance business reps will establish a "Employer Advancement and Retention Network" in each of the four counties - and share results with the region.	6/30/2019
Sonoma will research and purchase software that will lead to high quality labor market data; other WDBs will share info as part of research; Sonoma will share findings back to the group.	6/30/2019
Solano will create a new incumbent worker training program based off of best practices in the region; will share results back to the group.	6/30/2019
Continue to convene and provide administrative support for the established Slingshot ISPs in the region.	6/30/2019
All boards will continue to engage businesses in sector partnerships.	6/30/2019
Continue to champion the Industry Recognized Credentials in Healthcare already created by the Sonoma-Marin Healthcare ISP to educators.	6/30/2019
Sonoma will devote time at every WIB meeting to hear from local industry about the impact of the wildfires on their workforce. WIB staff will be using this time as an ongoing focus group to be poised for impacts on the horizon.	6/30/2019
All boards will participate in numerous venues to connect directly with building and trades employers via business associations, unions, foundations, and other community partners.	6/30/2019
Quarter 5 - Jan - Mar 2019	
Work with bidders to ensure success of their respective projects	6/30/2019
Each board will develop metrics to track business engagement, and will share and discuss as a group	6/30/19
All boards' business engagement teams will reach out to more businesses, responding to their requests for service, establishing/nurturing relationships with key industry partners and promoting ease of service delivery for businesses.	6/30/2019
Based on the Workforce Alliance's Mar 2016 "Layoff Aversion/Business Retention…Guide," Alliance business reps will establish a "Employer Advancement and Retention Network" in each of the four counties - and share results with the region.	6/30/2019
Sonoma will research and purchase software that will lead to high quality labor market data; other WDBs will share info as part of research; Sonoma will share findings back to the group.	6/30/2019
Solano will create a new incumbent worker training program based off of best practices in the region; will share results back to the group.	6/30/2019

Objectives/Activities	Estimated Dates
Continue to convene and provide administrative support for the established Slingshot ISPs in the region.	6/30/2019
All boards will continue to engage businesses in sector partnerships.	6/30/2019
Continue to champion the Industry Recognized Credentials in Healthcare already created by the Sonoma-Marin Healthcare ISP to educators.	6/30/2019
Sonoma will devote time at every WIB meeting to hear from local industry about the impact of the wildfires on their workforce. WIB staff will be using this time as an ongoing focus group to be poised for impacts on the horizon.	6/30/2019
All boards will participate in numerous venues to connect directly with building and trades employers via business associations, unions, foundations, and other community partners.	6/30/2019
Quarter 6 - Apr-Jun 2019	
Work with bidders to ensure success of their respective projects	6/30/19
Capture success stories and lessons learned from IIF projects in written document or other media to share with community	6/30/19
Contract activities complete and funds expended (Solano and WANB WDBs)	6/30/2019
Each WDB will have metrics to track business engagement.	6/30/2019
The number of businesses engaged with business services team will increase by 10% per WDB (baseline number locally determined by WDB)	6/30/2019
Kickoff meeting of the Employer Advancement and Retention Network in Marin, Napa, Mendocino, Lake Counties	6/30/2019
Sonoma will have purchased software for labor market data.	6/30/2019
Solano will have launched new incumbent worker training program (using WIOA allocation funds)	6/30/2019
Continue to convene and provide administrative support for the established Slingshot ISPs in the region.	6/30/2019
All boards will continue to engage businesses in sector partnerships.	6/30/2019
Healthcare Industry Recognized Credentials are published and championed by local educators and industry leaders.	6/30/2019
Analysis of discussion and reports from Sonoma WIB meetings. Analysis will form the basis for ongoing strategic planning.	6/30/2019
Increased number of requests from businesses and an increase in the number of job leads for region's job seekers in building and trades.	6/30/2019
Successes, failures, and lessons learned shared with the state	6/30/2019
Successful efforts to be scaled regionally	6/30/2019

Exhibit A-2: Project Deliverables

Strategy/Objective	Activity	Deliverables/Outcomes	Completion Date
Uphold the economic vitality of the region by supporting priority sectors and important business-driven initiatives.	Launch an Industry Innovation Fund with approximately $130,000 to seed innovative projects which will help to foster/grow jobs within priority industry sectors in the North Bay region.	Develop an RFP for the Industry Innovation Fund.	Jun-18
		Conduct a competitive selection process.	Jul-18
		Issue contracts to the selected entities.	Aug-18
		Work with projects to ensure that deliverables are achieved and lessons learned are shared through the greater community.	Jun-19
		Share lessons learned, including successes and failures with State	Jun-19
		Successful efforts scaled regionally	Jun-19
Provide support to each Workforce Development Board's business engagement infrastructure.	Sonoma will execute contracts with WANB and Solano WDBs to support business engagement infrastructure. Funds have been allocated to each board based on the number of businesses in each area. Funds may be used to support staff time for business engagement activities.	Contracts fully executed.	Jul-18
	Each board will develop metrics to track business engagement, and will share and discuss as a group.	Establish ability to measure outreach to and engagement with businesses	Jun-19
	All boards' business engagement teams will reach out to more businesses, responding to their requests for	The number of businesses engaged with business services team will increase by	Jun-19

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Strategy/Objective	Activity	Deliverables/Outcomes	Completion Date
	service, establishing/nurturing relationships with key industry partners and promoting ease of service delivery for businesses.	10% per board.	
	Based on the Workforce Alliance's Mar 2016 "Layoff Aversion/Business Retention…Guide," Alliance business reps will establish a "Employer Advancement and Retention Network" in each of the four counties - and share results with the region.	Kickoff meeting of the Employer Advancement and Retention Network in Marin, Napa, Mendocino, Lake Counties	Jun-19
	Sonoma will research and purchase software that will lead to high quality labor market data; other WDBs will share info as part of research; Sonoma will share findings back to the group.	Software purchased and staff trained in use; Sonoma will then be at the same level of labor market data analysis as the other boards	Jun-19
	Solano will create a new incumbent worker training program based off of best practices in the region; will share results back to the group.	Solano will have new model for an incumbent worker training, and will launch initial training using WIOA allocation funds.	Jun-19
		Share lessons learned, including successes and failures with State	Jun-19
		Successful efforts scaled regionally	Jun-19
Strengthen ongoing efforts with regional Industry Sector Partnerships.	Continue to convene and provide administrative support for the established Slingshot ISPs in the region.	Attendance at ISP meetings and prep/support and follow up between mtgs.	Jun-19
	All boards will continue to engage businesses in sector partnerships.	Businesses engaged in sector partnerships will report that meetings are useful/meaningful (exact metrics to be worked out)	Jun-19

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Strategy/Objective	Activity	Deliverables/Outcomes	Completion Date
	Provide technical support to established ISPs to access the NBEC Industry Innovation Fund.	Share information about the Industry Innovation Fund with ISPs and help them to develop ideas for making use of the Fund in ways that would advance their goals.	Aug-18
	Continue to champion the Industry Recognized Credentials in Healthcare already created by the Sonoma-Marin Healthcare ISP to educators.	Healthcare Industry Recognized Credentials are published and championed by local educators and industry leaders.	Jun-19
		Share lessons learned, including successes and failures with State	Jun-19
		Successful efforts scaled regionally	Jun-19
Provide outreach and support for businesses impacted by the Oct 2017 wildfires with the goal of maximizing workforce assistance.	Sonoma will devote time at every WIB meeting to hear from local industry about the impact of the wildfires on their workforce. WIB staff will be using this time as an ongoing focus group to be poised for impacts on the horizon.	Analysis of discussion and report outs at Sonoma WIB meetings. Analysis will form the basis for ongoing strategic planning.	Jun-19
	All boards will participate in numerous venues to connect directly with building and trades employers via business associations, unions, foundations, and other community partners.	Increased number of requests from businesses and an increase in the number of job leads for region's job seekers in building and trades.	Jun-19
		Share lessons learned, including successes and failures with State	Jun-19
		Successful efforts scaled regionally	Jun-19

DRAFT

Exhibit B: Fiscal Provisions/Budget

1. Fiscal Responsibilities

In consideration of the obligations to be performed by Contractor herein, Contractor shall be reimbursed for its actual costs, in accordance with the agreed upon budget included herein by reference. Notwithstanding the foregoing, the total amount to be paid to Contractor under the terms of this Agreement shall in no case exceed the amount stated in Article 2 of this agreement.

1.1. Claiming and Documentation. Contractor shall receive reimbursement for actual costs by submitting a cost report and an invoice by the tenth working day of each month. All costs reported by Contractor in its monthly and final cost reports, shall be supported by appropriate accounting documentation. The documentation shall establish that County is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Agreement.

1.1.1. Invoices shall be submitted to:

County of Sonoma Human Services Department
Employment & Training Division
Attn: Cristin Tuider
ctuidor@schsd.org
2227 Capricorn Way, Ste 100
Santa Rosa, CA 95407

1.2. Allowable Costs. No amount or rate negotiated and included in the Contractor's program budget summary or budget backup shall be considered to be an allowable cost in and of itself; such amounts or rates are subject to final approval upon presentation of documentation establishing that actual costs were incurred and are allowable in accordance with Code of Federal Regulations Title 2 CFR Sections 200.420-475.

1.3. No Supplantation. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state or local government source. No supplantation of program financing by Contractor is contemplated or allowed.

1.4. Financial Records. Contractor understands and accepts its obligation to establish and maintain financial records of all program expenditures.

1.4.1. County and its agents, designees or Auditors shall, during regular business hours, have the right to copy, review or audit all Contractor's accounting records and financial statements which relate to monies received under this Agreement.

1.5. Procurement. No procurement is authorized which is not specifically identified and approved herein. Procurement of all services, supplies, and equipment by purchase, lease or rental shall be performed in conformance with Code of Federal Regulations 2 CFR 200.318-326, General Procurement Standards. For purposes of this Agreement, procurement shall mean purchase, lease or rental of any item with a single value exceeding $5,000.

1.6. Funding Contingency. Notwithstanding anything contained in the Agreement to the contrary, Contractor acknowledges that any payments to be made to it

as provided herein shall be expressly contingent upon the receipt of sufficient funds by County. This contingency is for the express benefit of County and may be waived only by giving express written and executed notice to Contractor.

1.7. Modification of Funding. County reserves the right to modify levels of funding for programs and renegotiate Agreement budgets, if needed, due to increases or decreases in funding from the state. County also reserves the right to request changes in program design in order to accommodate changes made by the state. The County Human Services Director has authority to request and approve program design changes.

2. Advance of Funds and Closeout

2.1. Advance of Funds. Between June 1 and June 10 of each year, Contractor shall request an advance of funds to cover the remaining term of the Agreement. This advance will cover all anticipated expenses for the remaining term of the Agreement, provided that the total payments made hereunder will not exceed the funding amount as set forth in Article 2 of this Agreement. Failure to submit a timely request may result in a loss of funding to Contractor.

2.2. Closeout – Final Cost Report. Within forty-five (45) calendar days after the termination of this Agreement, Contractor shall submit to County a final cost report showing the actual allowable Agreement costs. If the cost report shows that the actual allowable costs for the term of the Agreement exceeded payments, the County will remit the difference to the Contractor provided that the remittance will not cause the total payments made hereunder to exceed the funding amount set forth in Article 2 of this Agreement. Such remittance will be made within thirty (30) days following the submission of Contractor's final cost report. If the cost report shows that the payments exceeded the actual allowable costs for the term of the Agreement, the Contractor shall enclose, with the cost report, funds equal to the difference between payments received and costs incurred.

3. Financial Management Systems

3.1. Generally-Accepted Accounting Principles. Contractor shall maintain a financial management system which ensures control over the use of funds received by Contractor in accordance with generally-accepted accounting principles. Contractor must comply with the provisions for cost allocations contained in Federal Office of Management and Budget 2 CFR Part 200, Subpart E. The inability of Contractor to demonstrate compliance will cause a corresponding reduction in reimbursement.

3.2. Separate Account. All funds under this Agreement are not required to be maintained in a separate account, but funds on deposit shall be accounted for separately in accordance with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards [2 CFR Part 200].

3.3. Program Income. Program Income is revenue generated by the Contractor from contract-supported activities. If activities of program participants or of staff funded under this Agreement result in any income to Contractor, that income shall be reported to County for directions as to disposition in accordance with instructions received by County from the State of California. In the event Contractor receives any compensatory credits and refunds, such as those resulting from workers' compensation dividend checks and annual insurance reductions, for which County has previously reimbursed

Contractor, then Contractor shall remit such compensatory credits and refunds to County.

3.4. Indirect Cost Rate. Contractor is responsible for having an Agency indirect cost rate plan, when claiming indirect costs under this Agreement.

4. Audits.

4.1. Contractors who receive federal funding which taken together total over $750,000 in a single fiscal year are required to have a single agency audit in accordance with the Federal Office of Management and Budget, 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the County by the auditor as soon as it is complete.

4.2. If Contractor expends less than $750,000 in federal awards in the fiscal year it may not charge the cost of an audit to the federal award.

5. Repayment.

5.1. Repayment Responsibility. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state, or federal agencies related to activities conducted by Contractor under this Agreement.

5.2. Unallowable Costs. Where unallowable costs have been claimed and reimbursed, they will be refunded to the program that reimbursed the unallowable cost using a cash refund or offset to a subsequent claim.

6. Funding.

6.1. All or part of this Agreement will be paid with Federal awards.

6.2. Federally awarded funds must be used in accordance with Federal statutes and regulations.

Federal Award Identification Details	
Federal Award Project Description	Workforce Innovation & Opportunity Act (WIOA)
Federal Agency	U.S. Department of Labor

7. Budget.

Program Name: RPI Grant		**Fiscal Year:** 2018 / 2019
Agency Name: Workforce Alliance of the North Bay		
Item No.	**Line Item Description**	**Amount**
1	Personnel Costs	65,000
2	Operating Costs	15,000
3	Program Materials and Activities	10,000
4	Travel/Training	4,100
5	Other: Contracts	13,000
	PROGRAM BUDGET TOTALS:	**$ 107,100**

Exhibit C: Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. **Workers Compensation and Employers Liability Insurance**
   a. Required if Contractor has employees as defined by the Labor Code of the State of California.
   b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   c. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   d. Required Evidence of Insurance**:** Certificate of Insurance.

   If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. **General Liability Insurance**
   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
   c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
   d. **The County of Sonoma, its Officers, Agents and Employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
h. Required Evidence of Insurance**:**
   i. Copy of the additional insured endorsement or policy language granting additional insured status; and
   ii. Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
c. Insurance shall cover hired and non-owned autos.
d. Required Evidence of Insurance**:** Certificate of Insurance.

4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. Documentation

e. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
f. The name and address for Additional Insured endorsements and Certificates of Insurance is:

   The County of Sonoma, its Officers, Agents and Employees
   3600 Westwind Boulevard
   Santa Rosa, CA 95403

   or pdf to:

   contracts@schsd.org

g. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
h. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are

reduced; or (3) the deductible or self-insured retention is increased.

i. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit D: Assurance of Compliance

ASSURANCE OF COMPLIANCE WITH
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

Contractor HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 of the Removal of Barriers to Inter Ethnic Adoption Act of 1996 (California Government Code Section 7290-7299.8); Sonoma County Ordinance 4291, and other applicable federal, state and local laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Parts 35 & 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, including AIDS and/or HIV, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

_____	_____
Date	Bruce Wilson, Executive Director

Exhibit E: Additional Federal Requirements

1. Environmental Standards. Contractor shall comply with mandatory state standards and policies related to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act, PL 94-163.

   If Contractor receives more than $100,000 under this Agreement, Contractor shall comply with all applicable federal standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Federal Water Pollution Control Act, Environmental Protection Agency Regulations [40 CRF, Part 15 and Executive Order 11738], and Public Contract Code Section 10295.3.

2. Union Organizing. Funds provided under this Agreement shall not be used to assist, promote, or deter union organizing.

3. Conflict of Interest. Contractor shall disclose to County in writing any potential conflict to County per 2 CFR 200.112 and 200.318(c).

4. Grievances and Complaint System. Contractor will establish and maintain a grievance and complaint procedure in compliance with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and all applicable Federal regulations and State statues, regulations and policies.

5. Incident Reporting. Contractor shall comply with the provisions of the Workforce Services Directive WSD12-18, regarding Incident Reporting issued on June 12, 2013, by the Employment Development Department of the State of California or any subsequent issuance related to incident reporting. Contractor will notify County of any incidence regarding information and complaints involving criminal fraud, waste, abuse or other criminal activity committed by staff, contractors or program participants within one working day of detection of the incidence. Failure to comply with the provisions of the directive shall be deemed a material breach of this Agreement.

6. Occupational Safety and Health. Contractor will comply with all applicable federal, state, municipal and local standards for health and safety, including all provisions and amendments of the Occupational Safety and Health Act of 1979.

7. Child Support Compliance Act. Contractor agrees to abide by requirements of the California Child Support Compliance Act of Part 5 of Division 9 of the Family Code and that it shall comply with the earnings assignment orders of all employees and is providing the names of all employees to the New Employee Registry maintained by the California Employment Development Department.

8. Healthy Workplaces, Health Family Act. Contractor agrees to abide by the requirements of the Healthy Workplaces, Healthy Family Act of 2014 regarding the provision of paid sick leave to eligible employees.

9. Affordable Care Act. Contractor agrees to abide by the requirements of the Affordable Care Act for eligible employees.

10. Priority Hiring Considerations. If this Agreement includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by WIOA to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with California Public Contract Code Section 10353.

11. Salary and Bonus Limitations. In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading “Employment and Training”, shall be used by a Contractor of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under section 101 of Public Law 109-149.
12. Lobby Certification. If Contractor receives more than $100,000 under this Agreement, Contractor shall comply with regulations regarding Lobbying by signing Exhibit E-1, Certification Regarding Lobbying.
13. Debarment Certification. Contractor shall comply with the regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I by signing Exhibit E-2, Certification Regarding Debarment.
14. Drug Free Workplace. Contractor shall comply with the government-wide requirements for a drug-free workplace codified at 29 CFR Part 98 and as certified by Contractor in Exhibit E-3.
15. As a pass-through entity, the County is required to provide certain information regarding Federal award(s) to Contractor. County will provide required information regarding the Federal Award upon receipt of funding documents from the funding source.

Exhibit E-1: Lobbying Certification

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Workforce Alliance of the North Bay	Regional Planning Implementation
Grantee/Contractor Organization	Program/Title

Bruce Wilson, Executive Director

Name and Title of Authorized Signatory

Signature

Date

Exhibit E-2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS

By signing this certification, Contractor certifies under penalty of perjury under state and federal laws that Contractor will comply with the regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I that the primary principal, to the best of their knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph (b) of this certification, and

d) Have not within a three year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Workforce Alliance of the North Bay
Grantee/Contractor Organization

Regional Planning Implementation
Program/Title

Bruce Wilson, Executive Director
Name and Title of Authorized Signatory

Registration (Contract) No: ET-WFA-RPI-1819

_____ _____

Signature Date

Exhibit E-3: Certification Regarding Drug Free Workplace

CERTIFICATION

The undersigned hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug free workplace. The undersigned will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
   a) The dangers of drug abuse in the workplace;
   b) The person's or organization's policy of maintaining a drug-free workplace;
   c) An available counseling, rehabilitation and employee assistance programs;
   d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract.
   a) Will receive a copy of the drug free policy statement, and
   b) Will agree to abide by the terms of the statement as a condition of employment on the contract.

I hereby swear that I am duly authorized legally to bind this organization to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

Workforce Alliance of the North Bay
Grantee/Contractor Organization

Regional Planning Implementation
Program/Title

Bruce Wilson, Executive Director
Name and Title of Authorized Signatory

_____
Signature

_____
Date

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 31
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 14, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Paul Dunaway 565-3673
Gary Fontenot 565-5931
Gretchen Melendy 565-4248

Supervisorial District(s):

Title: Approve Human Services Department Contract Renewals with Council on Aging.

Recommended Actions:

Authorize the Director of the Human Services Department to execute the following agreements with the Council on Aging and execute future amendments to adjust for revenue changes:
1. Contract renewal to provide elder advocacy and care coordination for elder victims of crime with funding from the Victims of Crime Act (VOCA) grant in the amount of $154,015.00 for the term of July 1, 2018 to December 31, 2019.
2. Contract renewal for the Age-Friendly Communities Coordinator in the amount of $100,000 for the term of July 1, 2018 through June 30, 2019.

Executive Summary:

Council on Aging Elder Abuse advocacy contract:

In September 2016 the Human Services Department (HSD) was awarded $400,000 to implement the VOCA Elder Abuse (XE) program of the California Governor's Office of Emergency Services (CalOES). The grant period was July 1, 2016 – June 30, 2018. In January 2018 the Human Services Department was granted an extension by CalOES to continue the program through December 31, 2019. Funding will be used to serve older and dependent adult victims of crime. HSD has been contracting with Council on Aging for elder advocacy and care coordination for victims of elder abuse for 5 years.

Age-Friendly Initiative Coordinator

In April 2016 the *Aging Together Initiative Leadership Committee* received approval from the Board of Supervisors to submit an application to the World Health Organization (WHO) for Sonoma County to be accepted into the Age Friendly Communities network initiative. This initiative envisions Sonoma County as a healthy place for all ages to live, work and play, and as a place that supports all people to thrive across their lifespan and achieve their life potential. The Council on Aging was selected through a competitive bid process to provide program coordination services for the grant period ending June 30, 2018.

Discussion:

Council on Aging Elder Abuse advocacy contract:

The Council on Aging (COA) will provide a .50 Elder Advocate and 1.0 FTE Care Coordinator to serve 225 unduplicated older and dependent adults. The elder advocate and care coordinator will provide safety planning, advocacy, case management and victim support groups to elder and dependent adult abuse victims. The contract term is from July 1, 2018 through December 31, 2019.

Age-Friendly Initiative Coordinator:

In April 2016 the *Aging Together Initiative Leadership Committee* received approval from the Board of Supervisors to submit an application to the World Health Organization (WHO) for Sonoma County to be accepted into the Age Friendly Communities network initiative.

The *Aging Together* Initiative serves as a resource for cities in Sonoma County to exchange information and strategies for developing their own applications and fulfilling the World Health Organization's (WHO) Age-Friendly Cities membership requirements. At the conclusion of the project, Sonoma County and the cities will have fully assessed community needs and implemented strategies to assist older adults to age independently and as a part of their local communities. Older adults will be involved in civic engagement addressing issues of housing, transportation, health, learning, employment and community based services that integrate concern for senior independence and support.

On April 5, 2016 the Board of Supervisors supported the continuation of the effort by approving funding to complete the World Health Organization's (WHO) Age-Friendly Communities requirements by approving $50,000 in General Funds through FY 19/20 with the Human Services Department matching the funding with realignment funds of $50,000 to total $100,000 annually. HSD will return to the Board in early 2020 to request funding for FY 20/21, the final year of the Age Friendly Communities Coordinator contract commitment.

The Age-Friendly Coordinator has the responsibility to organize efforts to meet the World Health Organization's Age-Friendly Communities requirements.

To date, under the direction of the Age-Friendly Coordinator, the Age-Friendly Initiative has:

1. Recruited and established a countywide steering committee of older adult volunteers to lead the Age-Friendly Sonoma County effort, per the World Health Organization's (WHO) requirements. The committee includes representatives from Cloverdale, Healdsburg, Monte Rio, Petaluma, Santa Rosa, Sebastopol, Sonoma and Windsor. Volunteers from other cities and unincorporated areas are welcome.
2. Completed a county-wide needs assessment through surveys and focus groups and created an Age-friendly Sonoma County Needs Assessment Report of our community. The results of these activities are now being used to inform the creation of an action plan, with specific steps toward promoting and age-friendly/livable Sonoma County. According to the established timeline the plan is scheduled for completion in spring 2018. Presentations to community groups highlighting the assessment findings are in progress, and the assessment report is available for review.
3. Met with City Managers and Mayors of all of Sonoma County's nine incorporated cities to inform them about Age-Friendly Sonoma County and, for any that are interested, how to apply to the Global Network.
4. Enhanced the Age-Friendly Sonoma County website with information about meetings held with incorporated cities and some of the age-friendly activities and policies they have already enacted.
5. Steering Committee members have reached out in their cities to form local task forces. The most active groups are in Healdsburg, Petaluma and Santa Rosa; The Town of Sonoma task force is forming. These groups are conducting ongoing "Walkability Surveys" that involve small groups walking neighborhoods with an eye toward livable/walkable conditions that promote interaction with neighbors and merchants, and awareness of local activities. In addition, the task forces are identifying local partners to engage in the implementation of the action steps now being developed.

The following charts summarize the contract awarded to the Council on Aging and funding contributions supporting the initiative:

	FY 18-19	FY 19-20
General Fund	$50,000	$50,000
Match Funds	$50,000	$50,000
Total Funds	$100,000	$100,000

Prior Board Actions:

Council on Aging Elder Abuse advocacy contract:

January 24, 2017: Approved HSD to sign and execute an agreement with Senior Advocacy Services for $164,000 to fund an Elder Justice Coordinator for the contract period February 1, 2017 through June 30, 2018 for the Victims of Crime Act (VOCA) under the original grant funding.

Age-Friendly

October 18, 2016: Authorized the Director of Human Services Department to sign and execute an agreement with Council on Aging for $166,667 to fund an Age-Friendly Communities Coordinator for the contract period of November 1, 2016 through June 30, 2018.

April 5, 2016: Accepted an update from the Aging Together Sonoma County initiative; approved submission of an application to join the World Health Organization's Age-Friendly City and Community Network; agreed to provide $10,000 in General Funds for FY 15 – 16 and $50,000 per year for a two-year period effective FY 16-18 to support the initiative. This amount is to be matched by Human Services (HSD).

January 27, 2015: Accepted an update from Aging Together Sonoma County.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Promotes healthy aging within Sonoma County by supporting all people to thrive across the lifespan and achieve their life potential.

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	$202,677	$ 151,338	
Additional Appropriation Requested			
Total Expenditures	**$202,677**	**$151,338**	
Funding Sources			
General Fund/WA GF	$50,000	$50,000	
State/Federal	$152,677	$101,338	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	**$202,667**	**$151,338**	

Narrative Explanation of Fiscal Impacts:

All funds are in the FY18-19 budget.

VOCA

$102,677 is included in the FY18-19 Adopted Budget and the remaining $51,338 will be budgeted in FY19-20.

Age-Friendly

The FY18-19 Adopted Budget includes $100,000 for this contract, financed by $50,000 from General Fund and $50,000 from Realignment funds, consistent with prior board direction. The remaining $100,000 will be budgeted in FY19-20.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

1. VOCA Contract
2. Age-Friendly Communities Coordinator Contract

Related Items "On File" with the Clerk of the Board:

Council on Aging Services for Seniors
Agreement to Provide
ELDER VICTIMS OF CRIME ADVOCACY AND CARE COORDINATION
Funding Amount: **$154,015.00**
Term: **07/01/2018 to 12/31/2019**
Agreement Number: AA-COA-VOCA-XE-1820
Funding Source: U.S. Department of Justice Office for Victims of Crime
CFDA #: 16.575

AGREEMENT FOR PROVISION OF SERVICES

This agreement ("Agreement"), dated as of July 1, 2018 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Council on Aging Services for Seniors, a California non-profit Corporation, (hereinafter "Contractor").

RECITALS

WHEREAS, the County’s Human Services Department (HSD) is the recipient of the California Governor’s Office of Emergency Services (CalOES) Elder Abuse (XE) Program’s Victim of Crime Act (VOCA) grant funds to provide a variety of crime victim assistance for elder and dependent adults; and

WHEREAS, Contractor represents that it is duly qualified by reason of training, experience, equipment, organization, staffing, and facilities to provide the services contemplated by this Agreement; and

WHEREAS, in the judgment of the Board of Supervisors and the Human Services Department it is necessary and desirable to employ the services of Contractor for Elder Victim Advocacy and Care Coordination and related services,

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1. Contract Documents. The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

- ☒ **Exhibit A: Scope of Work**
- ☒ **Exhibit B: Fiscal Provisions/Budget**
- ☒ **Exhibit C: Insurance Requirements**
- ☒ Exhibit D: Assurance of Compliance
- ☒ **Exhibit E: Additional Federal Requirements**
- ☐ Exhibit F: Professional Licensure/Certification
- ☒ **Exhibit G: Media Communications**
- ☐ Exhibit H: Accessibility
- ☐ Exhibit I: Data System Requirements
- ☐ Exhibit J: Adverse Actions / Complaint Procedures

1.2. Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A: Scope of Work" (hereinafter "Exhibit A"), attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.3. Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.4. Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.5. Assigned Personnel.

1.5.1. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

1.5.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.5.3. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed One Hundred Fifty-

Four Thousand Fifteen Dollars ($154,015.00) without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

2.1. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.2. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

2.2.1. If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement.

The term of this Agreement shall be from 07/01/2018 to 12/31/2019 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Contractor.

4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds, terminates or funds are not made available for which the County anticipated using to pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due to become due under this Agreement.

4.4. Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Article 9.18 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.5. Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Article 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.6. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Director of the Human Services Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in "Exhibit C: Insurance Requirements" (hereinafter "Exhibit C"), which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1. Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker’s compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Subcontractors. No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.

9.3.1. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4. No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.5. Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.6. Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6.1. Contractor shall, during normal business hours and as often as any agent of the county, state, or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement. Contractor acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of Contractor and its subcontractors associated with this Agreement.

9.6.2. In compliance with 29 CFR 95.53 and 45 CFR 74.53: Retention and Access Requirements for Records, Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation for a period of four (4) years from the date of final payment of this Agreement. If, at the end of four years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit.

9.7. Monitoring, Assessment & Evaluation. Authorized state, federal and/or county representatives shall have the right to monitor, assess, and evaluate Contractor’s performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites as appropriate, interviews of project staff and

participants, and review of all records. Contractor shall cooperate with County in the monitoring, assessment, and evaluation process, which includes making any program or administrative staff (fiscal, etc.) available during any scheduled process.

9.8. Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.9. Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.10. Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment practices and in delivery of services because of race, color, ancestry, national origin (including limited English proficiency), religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender status, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding, sex stereotyping), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.10.1. Contractor understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request and shall sign and submit to County an Assurance of Compliance, attached hereto as "Exhibit D: Assurance of Compliance" (hereinafter "Exhibit D"), and incorporated by this reference, in order to certify that contractor is in compliance with the State and Federal laws related to equal employment opportunity and delivery of services.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article and subcontractors shall agree to, sign and submit to Contractor a copy of the Assurance of Compliance, Exhibit D. Contractor shall maintain copies of these Assurances and submit copies to County upon County's request.

9.11. AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.12. Confidentiality. Contractor agrees to maintain the confidentiality of all client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect all confidential information. Contractor shall be in compliance with all State and Federal regulations pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI").

9.12.1. Contractor agrees to comply with the provisions of 45 Code of Federal Regulations 205.50, Section 10850 of the Welfare and Institutions Code, and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that all records are confidential, and will not be open to examination for any purpose not directly connected with the administration of any public social services program.

9.12.2. Contractor shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose not directly connected with the administration of the services provided herein. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client in writing, any such information to anyone other than the County without prior written authorization from the County. "Personal identifying information" shall include, but not be limited to: name, identifying number, social security number, state driver's license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

9.12.3. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant, recipient, or client.

9.12.4. Contractor agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this Article may be guilty of a misdemeanor.

9.12.5. Contractor understands and agrees that this Article shall survive any termination or expiration of this Agreement in accordance with 9.6 above.

9.13. Information Security. In addition to any other provisions of this Agreement, all parties to this Agreement shall be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access. Contractor agrees that any security incidents or breaches of unsecured PHI, PII or other confidential information will be immediately reported to the County.

9.13.1. Contractor shall ensure that all computer workstations, laptops, tablets, smart-phones and other devices used to store and transmit confidential client data and information are: 1) physically located in areas not freely accessible to or in open view of persons not authorized to have access to confidential data and information, 2) protected by unique secure passwords, and 3) configured to automatically lock or timeout after no more than 30 minutes of inactivity. Contractor shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.

9.13.2. Contractor shall encrypt all confidential client data, whether for storage or transmission on portable and non-portable computing and storage devices using non-proprietary, secure, generally-available encryption software. Proprietary encryption algorithms will not be acceptable. Such devices shall include, but not be limited to, desktop, laptop or notebook computers, optical or magnetic drives, flash or jump drives, and wireless devices such as cellular phones and other handheld computing devices with data storage capability.

9.13.3. Contractor shall ensure all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in the body of the email or in an attachment, or sent by other file transfer methods is sent via an encrypted method.

9.13.4. Contractor shall apply security patches and upgrades in a timely manner, and keep virus software up-to-date on all systems on which County data may be stored or accessed.

9.13.5. Contractor shall 1) perform regular backups of automated files and databases, and 2) destroy or wipe all confidential client data from all electronic storage media and devices in a manner that prevents recovery of any and all confidential client data in accordance with Article 9.6 above.

9.13.6. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this agreement, and continue beyond the term of the Agreement in accordance with Article 9.6. above.

9.14. Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.15. Drug-Free Workplace. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by complying with all requirements set forth in the Act.

9.16. Facilities. Contractor warrants that all of the Contractor's facilities: (a) will be adequately supervised, (b) will be maintained in a safe and sanitary condition, (c) will be available for monitoring by County and/or state and federal monitors, (d) are accessible to handicapped individuals if appropriate, and (e) are nonsectarian.

9.17. Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.18. Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.19. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice and Making Payments.

All notices and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail. Notices and payments shall be addressed as follows:

TO COUNTY:	County of Sonoma, Human Services Department 3600 Westwind Boulevard Santa Rosa, CA 95403
TO CONTRACTOR:	Council on Aging Services for Seniors 30 Kawana Springs Road Santa Rosa, CA 95401

When a notice or payment is given by a generally recognized overnight courier service, the notice or payment shall be deemed received on the next business day. When a copy of a notice or payment is sent by facsimile or email, the notice or payment shall be deemed received upon transmission as long as (1) the original copy of the notice or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1. No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. Counterparts and Electronic Copies. The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. In the event that any handwritten signature is delivered by facsimile transmission (“Fax”) or by electronic mail (“email”) delivery of a portable document format ("pdf") data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such Fax or pdf signature page were an original thereof. An electronic copy, including Fax copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

13.10. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR

Council on Aging Services for Seniors

By: _____

Name: Marrianne McBride

Title: President & CEO

Date: 7/16/18

COUNTY OF SONOMA

By: _____

Name: Karen Fies

Title: Director, Human Services Department

Date: _____

APPROVED AS TO SUBSTANCE FOR COUNTY

By: _____

Name: Paul Dunaway

Title: Director, Adult & Aging Services Division

[ ] EXEMPT FROM COUNTY COUNSEL REVIEW

APPROVED AS TO FORM FOR COUNTY

By: _____

County Counsel

[ ] CERTIFICATES OF INSURANCE ON FILE WITH COUNTY

[ ] INSURANCE REQUIREMENT CHANGES APPROVED OR WAIVED BY RISK MANAGEMENT

By: _____

Exhibit A: Scope of Work

1. Program Overview: Contractor's role in the Elder Victims of Crime Program consists of two positions: An Elder Advocate and an Elder Care Coordinator that will bring comprehensive care coordination to older adults age 65 and over and dependent adults age 18 to 64 years old who are victims of crime. Contractor and Legal Aid of Sonoma County are partnering with the Sonoma County Human Services Department (HSD) on this program.

2. Program Requirements: The Contractor's Elder Advocate and Elder Care Coordinator will provide case coordination to older and dependent adult victims of crime through the services indicated below. Contractor will receive referrals through existing hotlines or intake processes from the Legal Aid of Sonoma County's Elder Law Attorney and Legal Assistant, the FJCS, Adult Protective Services (APS), Ombudsman and appropriate community-based organizations for services for older and dependent adult victims of crime. These services will be available in Spanish for monolingual Spanish speakers.

   2.1 The Contractor is responsible for the following program services:

      2.1.1 Building rapport with client and assess client's psychosocial needs.

      2.1.2 Providing trauma-informed, client-centered services.

      2.1.3 Conducting support groups for clients (facilitated or peer).

      2.1.4 Providing crisis intervention and counseling, including 24-hour help/crisis line referrals.

      2.1.5 Implementing, coordinating, monitoring and evaluating a case management care plan that meets the individual's needs and goals.

      2.1.6 Providing clients with referrals to other victim service programs and other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.).

      2.1.7 Directly advocating for individuals (e.g., for assistance in applying for public benefits, return of personal property or effects, etc.) to help clients receive needed support and/or services.

      2.1.8 In collaboration with the Elder Law Attorney and Legal Assistant from Legal Aid of Sonoma County, ensure the client receives necessary legal and other assistance by conducting home visits, when necessary, to isolated disabled and elderly individuals in rural and urban areas of Sonoma County.

3. Units of Service Requirements for Contracted Services:

   3.1 The Elder Advocate and the Elder Care Coordinator collectively will provide 2,924 hours of service during the term of this contract.

   3.2 The Elder Advocate and the Elder Care Coordinator collectively will serve 225 unduplicated elder and dependent adults.

4. Service Provider Meeting Requirements:

   4.1 Join and participate in the Sonoma County Elder Justice Coalition meetings to address elder safety and services throughout the county.

   4.2 Attend monthly meetings of the Sonoma County Elder and Dependent Adult Multi-Disciplinary Team meeting (MDT) in Santa Rosa and Petaluma.

   4.3 Participate in monthly contract monitoring meetings with representatives from the Human Services Department, Adult & Aging Services Division.

5. Service Provider Reporting Requirements

   5.1 Submit monthly fiscal reports that include the number of service hours provided by the Elder Advocate and the Elder Care Coordinator.

   5.2 Submit monthly program reports of client metrics that include:

   - The number of unduplicated elder and dependent adults served
   - The number of client referrals to other victim service programs
   - The number of client referrals to other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)
   - The number of support groups conducted for clients (facilitated or peer)
   - The number and type of individual advocacy provided (e.g., assistance in applying for public benefits, return of personal property or effects)

   5.3 Contractor may be required to submit additional reports and attain performance targets as required by the State.

   5.4 Contractor may also be required to directly input data into the U.S. Department of Justice's Office for Victims of Crime Performance Measurement database or provide data to the Human Services Department for State reports.

Exhibit B: Fiscal Provisions/Budget

1. Fiscal Responsibilities. In consideration of the obligations described herein, the Contractor shall be reimbursed under the terms of this Agreement. The Contractor shall be reimbursed for actual costs, in accordance with the agreed upon Budget included herein. The amount of reimbursement shall in no case exceed the funding amount as set forth in Article 2 of this Agreement.

1.1. Claiming and Documentation. Contractor shall receive reimbursement for its actual costs by submitting an invoice for reimbursement by the fifteenth (15th) day of the following month for all services provided to County's clients in the previous month. All costs reported by Contractor shall be supported by appropriate accounting documentation. The documentation shall establish that County is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Agreement.

1.2. No Supplantation. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state or local government source. No supplantation of program financing by Contractor is contemplated or allowed.

1.3. Indirect Cost Rate. Contractor is responsible for providing an approved Indirect Cost Rate in accordance with the Federal Office of Management and Budget, Title 2 CFR Part 200, Subpart E, and in Appendix IV to Part 200 for the Agreement year, when claiming indirect and/or administrative costs under this Agreement.

1.3.1. Contractor must submit an Indirect Cost Rate Proposal to County prior to execution of this Agreement unless Contractor has a current negotiated rate letter with another agency. In such case, Contractor must provide a copy of the negotiated rate letter within the above timeframe.

1.3.2. Indirect and/or administrative costs intended to be claimed under this Agreement will not be reimbursed without the provision of Contractor’s cost allocation plan for the Agreement year.

1.3.3. If Contractor does not have an approved indirect cost rate, Contractor must use a de minimis rate of 10% based on the Modified Total Direct Costs (MTDC) as defined in 2 CFR 200.68.

1.4. Financial Records. Contractor understands and accepts its obligation to establish and maintain financial records of all program expenditures.

1.4.1. Contractor shall make available for inspection and audit to representatives of county, federal, and/or state governments all books, financial records, program information, and other records pertaining to the overall operation of Contractor and this Agreement, and shall allow said representatives to review and inspect its facilities and program operation of this Agreement to assure compliance with all applicable local, state, and/or federal regulations. Contractor shall maintain the accounting records in conformity with generally accepted accounting principles and as directed by the Sonoma County Auditor-Controller.

1.4.2. If it should be determined during the term of this Agreement by the Area Agency on Aging (AAA), County Administrator, Auditor-Controller, and/or Board of Supervisors that funds are not being utilized by Contractor in accordance with this

Agreement, an audit may be ordered of Contractor's books, financial records, and program records. The cost of this audit shall be deducted from the total paid to Contractor through this Agreement.

1.4.3. Contractor shall maintain and preserve all records in its possession until they are released following audit of the AAA by state and/or federal representatives.

1.4.4. In the event that Contractor terminates its business activities, all records related to this Agreement shall be promptly delivered to County by Contractor. Contractor shall be liable for any and all attorneys' fees incurred by County in recovering records pursuant to this section.

1.5. Procurement. No procurement is authorized which is not specifically identified and approved herein. For purposes of this Agreement, procurement shall mean purchase, lease or rental.

1.6. Funding Contingency. Notwithstanding anything contained in the Agreement to the contrary, Contractor acknowledges that any payments to be made to it as provided herein shall be expressly contingent upon the receipt of sufficient funds by County.

2. Budget Adjustments.

2.1. Approval. County Human Services Director is authorized to approve and execute the transfer of funds between line items set forth in the Budget, and to approve such changes so long as they do not result in an increase in County's maximum financial obligation.

2.2. Adjustments Requiring Written Consent. County's written approval is required prior to the transfer of any program funds between Budget line items when the amount of the individual line item adjustment is more than the greater of $2,500 or 15% of funds budgeted per line item.

3. Audits. Contractor must have a fiscal monitoring biannually. The type of monitoring will depend upon the funding level of Contractor. In addition, contractors who receive multiple Federal Awards which taken together total over Seven Hundred Fifty Thousand Dollars ($750,000) are required to have a single agency audit in accordance with the Federal Office of Management and Budget, 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the Area Agency on Aging by the auditor as soon as it is complete.

3.1. The contractor shall ensure that State-Funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" under the appropriate Catalog of Federal Domestic Assistance (CFDA) number.

3.2. For state contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discreetly identified in the Schedule of Expenditures of Federal Awards (SEFA) by the appropriate program name, identifying grant/contract number, and as passed through the AAA.

4. Repayment. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state, or federal agencies related to activities conducted by Contractor under this Agreement.

5. Local Non-Federal Match. Most programs require that Contractor provide local, non-federal funds as program match. In most cases the match can be either cash or in-kind. The amount of the match requirement depends upon the specific program.

6. Payment. All or part of this Agreement will be paid with Federal awards. As a pass-through entity, the County is required to provide certain information regarding Federal award(s) to Contractor as a sub recipient. In signing this Agreement, Contractor acknowledges receipt of the following information regarding Federal award(s) that will be used to pay this Agreement:

Program Title: Crime Victim Assistance
CFDA Number: 16.575
Federal Agency: Office for Victims of Crime

7. Budget. As compensation for services as defined in Exhibit A of this Agreement, funding shall be allocated according to the following:

Description	Cost
Care Coordinator	$81,260
Elder Advocate	$29,950
Program Director	$10,000
Mileage	$7,000
Equipment	$1,500
Training/Travel	$8,000
IT Support/Security	$5,000
Communications/phone	$1,500
Membership dues	$1,000
Program/Office supplies	$7,500
Printing	$1,305
Total Budget	**$154,015**

Exhibit C: Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1 Workers Compensation and Employers Liability Insurance

- **a.** Required if Contractor has employees.
- **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- **c.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
- **d.** *Required Evidence of Insurance*: Certificate of Insurance.

If Contractor currently has no employees, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2 General Liability Insurance

- **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- **d.** **The County of Sonoma, its Officers, Agents and Employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this agreement.
- **e.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between County and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance*:

i. Copy of the additional insured endorsement or policy language granting additional insured status; and

ii. Certificate of Insurance.

3 Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

4 Professional Liability/Errors and Omissions Insurance

a. Minimum Limit: $1,000,000 per claim or per occurrence.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.

c. If Contractor's services include: (1) programming, customization, or maintenance of software; or (2) access to individuals' private, personally identifiable information, the insurance shall cover:

i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and

ii. Claims against Contractor arising from the negligence of Contractor, Contractor's employees and Contractor's subcontractors.

d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

f. *Required Evidence of Insurance*: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5 Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6 Documentation

a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

b. The name and address for Additional Insured endorsements and Certificates of Insurance is:

The County of Sonoma, its Officers, Agents and Employees
Contracts Unit
3600 Westwind Boulevard
Santa Rosa, CA 95403

Or pdf to: contracts@schsd.org

c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7 Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8 Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

ASSURANCE OF COMPLIANCE WITH NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

Contractor HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 of the Removal of Barriers to Inter Ethnic Adoption Act of 1996 (California Government Code Section 7290-7299.8); Sonoma County Ordinance 4291, and other applicable federal, state and local laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Parts 35 & 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, including AIDS and/or HIV, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department Aging, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized State and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, State shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

7/16/18
Date

Marrianne McBride, President & CEO

Exhibit E: Additional Federal Requirements

County has determined that for the services provided under this Agreement, Contractor has been designated as Sub-recipient of Federal funds and as such, shall adhere to the following additional requirements.

1. Environmental Standards. Contractor shall comply with mandatory state standards and policies related to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act, PL 94-163.

   If Contractor receives more than $100,000 under this Agreement, Contractor shall comply with all applicable federal standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Federal Water Pollution Control Act, Environmental Protection Agency Regulations [40 CRF, Part 15 and Executive Order 11738], and Public Contract Code Section 10295.3.

2. Union Organizing. Funds provided under this Agreement shall not be used to assist, promote, or deter union organizing.

3. Conflict of Interest. Contractor shall disclose to County in writing any potential conflict to County per 2 CFR 200.112 and 200.318(c).

4. Grievances and Complaint System. Contractor will establish and maintain a grievance and complaint procedure in compliance with Uniform Guidance 2 CFR Part 200 and all applicable Federal regulations and State statues, regulations and policies.

5. Lobby Certification. If Contractor receives more than $100,000 under this Agreement, Contractor shall comply with regulations regarding Lobbying by signing Exhibit E-1, Certification Regarding Lobbying.

6. Debarment Certification. Contractor shall comply with the regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I by signing Exhibit E-2, Certification Regarding Debarment.

7. Drug Free Workplace. Contractor shall comply with the government-wide requirements for a drug-free workplace codified at 29 CFR Part 98 and as certified by Contractor in Exhibit E-3.

Exhibit E-1: Lobbying Certification

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Marianne McBride, President and CEO — Date 7/16/18

Organization: Council on Aging Services for Seniors

Program: Elder Victims of Crime Advocacy and Care Coordination

Registration (Contract) No.: AA-COA-VOCA-XE-1820

Exhibit E-2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS

By signing this certification, Contractor certifies under penalty of perjury under state and federal laws that Contractor will comply with the regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I that the primary principal, to the best of their knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph (b) of this certification, and

d) Have not within a three year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Marrianne McBride, President & CEO — Date 7/16/18

Organization: Council on Aging Services for Seniors

Program: Elder Victims of Crime Advocacy and Care Coordination

Registration (Contract) No.: AA-COA-VOCA-XE-1820

Exhibit E-3: Certification Regarding Drug Free Workplace

CERTIFICATION

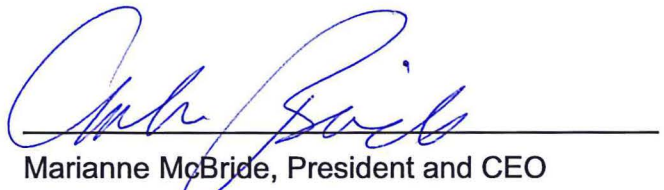
The undersigned hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug free workplace. The undersigned will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
   a) The dangers of drug abuse in the workplace;
   b) The person's or organization's policy of maintaining a drug-free workplace;
   c) An available counseling, rehabilitation and employee assistance programs;
   d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract.
   a) Will receive a copy of the drug free policy statement, and
   b) Will agree to abide by the terms of the statement as a condition of employment on the contract.

I hereby swear that I am duly authorized legally to bind this organization to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.



Marianne McBride, President and CEO

Date

Organization: Council on Aging Services for Seniors

Program: Elder Victims of Crime Advocacy and Care Coordination

Registration (Contract) No.: AA-COA-VOCA-XE-1820

Exhibit G: Media Communications

If Contractor provides media communications to the public, including but not limited to flyers, press releases, web or social media posts, public service announcements, or interviews, about any program activities or projects funded under this Agreement, Contractor shall give credit to County as the program's funding source. County reserves the right to review and approve media communications, prior to release. In providing any media coverage referenced above, Contractor shall comply with all confidentiality requirements in Article 9.12.

COUNCIL ON AGING SERVICES FOR SENIORS
Agreement to Provide
AGE-FRIENDLY COORDINATOR SERVICES
Funding Amount: **$100,000**
Term: **7/01/18 to 6/30/2019**
Agreement Number: AA-COA-AFCS-1819
Funding Source: County of Sonoma Funds

AGREEMENT FOR PROVISION OF SERVICES

This Agreement (hereinafter "Agreement"), dated as of July 1, 2018 (hereinafter "Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Council on Aging Services for Seniors, a California non-profit Corporation (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified senior service provider, experienced in age-friendly coordination and related services; and

WHEREAS, in the judgment of the Board of Supervisors and the Director of Human Services, it is necessary and desirable to employ the services of Contractor for Age-Friendly Coordinator Services,

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1. Contract Documents. The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

- ☒ **Exhibit A: Scope of Work**
- ☒ **Exhibit B: Fiscal Provisions/Budget**
- ☒ **Exhibit C: Insurance Requirements**
- ☐ Exhibit D: Assurance of Compliance
- ☐ Exhibit E: Additional Federal Requirements
- ☐ Exhibit F: Professional Licensure/Certification
- ☒ **Exhibit G: Media Communications**
- ☐ Exhibit H: Accessibility
- ☐ Exhibit I: Data System Requirements
- ☐ Exhibit J: Adverse Actions / Complaint Procedures

1.2. Contractor's Specified Services. Contractor shall perform the services described in “Exhibit A: Scope of Work” (hereinafter "Exhibit A"), attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.3. Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.4. Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.5. Assigned Personnel.

1.5.1. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

1.5.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.5.3. In the event that any of Contractor’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor’s control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in “Exhibit B: Fiscal Provisions/Budget” (hereinafter “Exhibit B”), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed One Hundred

Thousand Dollars ($100,000), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

2.1. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.2. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

2.2.1. If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement.

The term of this Agreement shall be from 07/01/2018 to 6/30/2019 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Contractor.

4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds, terminates or funds are not made available for which the County anticipated using to pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due to become due under this Agreement.

4.4. Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Article 9.18 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.5. Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Article 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.6. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Director of the Human Services Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in "Exhibit C: Insurance Requirements" (hereinafter "Exhibit C"), which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1. Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker’s compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Subcontractors. No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.

9.3.1. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4. No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.5. Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.6. Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6.1. Contractor shall, during normal business hours and as often as any agent of the county, state, or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement. Contractor acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of Contractor and its subcontractors associated with this Agreement.

9.6.2. In compliance with 29 CFR 95.53 and 45 CFR 74.53: Retention and Access Requirements for Records, Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation for a period of four (4) years from the date of final payment of this Agreement. If, at the end of four years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit.

9.7. Monitoring, Assessment & Evaluation. Authorized state, federal and/or county representatives shall have the right to monitor, assess, and evaluate Contractor’s performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites as appropriate, interviews of project staff and

participants, and review of all records. Contractor shall cooperate with County in the monitoring, assessment, and evaluation process, which includes making any program or administrative staff (fiscal, etc.) available during any scheduled process.

9.8. Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.9. Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.10. Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment practices and in delivery of services because of race, color, ancestry, national origin (including limited English proficiency), religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender status, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding, sex stereotyping), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.10.1. Contractor understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article.

9.11. AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.12. Confidentiality. Contractor agrees to maintain the confidentiality of all client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect all confidential information. Contractor shall be in compliance with all State and Federal regulations pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI").

9.12.1. Contractor agrees to comply with the provisions of 45 Code of Federal Regulations 205.50, Section 10850 of the Welfare and Institutions Code, and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that all records are confidential, and will not be open to examination for any purpose not directly connected with the administration of any public social services program.

9.12.2. Contractor shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose not directly connected with the administration of the services provided herein. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client in writing, any such information to anyone other than the County without prior written authorization from the County. “Personal identifying information” shall include, but not be limited to: name, identifying number, social security number, state driver’s license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

9.12.3. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant, recipient, or client.

9.12.4. Contractor agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this Article may be guilty of a misdemeanor.

9.12.5. Contractor understands and agrees that this Article shall survive any termination or expiration of this Agreement in accordance with 9.6 above.

9.13. Information Security. In addition to any other provisions of this Agreement, all parties to this Agreement shall be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access. Contractor agrees that any security incidents or breaches of unsecured PHI, PII or other confidential information will be immediately reported to the County.

9.13.1. Contractor shall ensure that all computer workstations, laptops, tablets, smart-phones and other devices used to store and transmit confidential client

data and information are: 1) physically located in areas not freely accessible to or in open view of persons not authorized to have access to confidential data and information, 2) protected by unique secure passwords, and 3) configured to automatically lock or timeout after no more than 30 minutes of inactivity. Contractor shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.

9.13.2. Contractor shall encrypt all confidential client data, whether for storage or transmission on portable and non-portable computing and storage devices using non-proprietary, secure, generally-available encryption software. Proprietary encryption algorithms will not be acceptable. Such devices shall include, but not be limited to, desktop, laptop or notebook computers, optical or magnetic drives, flash or jump drives, and wireless devices such as cellular phones and other handheld computing devices with data storage capability.

9.13.3. Contractor shall ensure all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in the body of the email or in an attachment, or sent by other file transfer methods is sent via an encrypted method.

9.13.4. Contractor shall apply security patches and upgrades in a timely manner, and keep virus software up-to-date on all systems on which County data may be stored or accessed.

9.13.5. Contractor shall 1) perform regular backups of automated files and databases, and 2) destroy or wipe all confidential client data from all electronic storage media and devices in a manner that prevents recovery of any and all confidential client data in accordance with Article 9.6 above.

9.13.6. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this agreement, and continue beyond the term of the Agreement in accordance with Article 9.6. above.

9.14. Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.15. Drug-Free Workplace. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by complying with all requirements set forth in the Act.

9.16. Facilities. Contractor warrants that all of the Contractor’s facilities: (a) will be adequately supervised, (b) will be maintained in a safe and sanitary condition, (c) will be available for monitoring by County and/or state and federal monitors, (d) are accessible to handicapped individuals if appropriate, and (e) are nonsectarian.

9.17. Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities

under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.18. Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.19. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice and Making Payments.

All notices and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail. Notices and payments shall be addressed as follows:

TO COUNTY: County of Sonoma, Human Services Department

3600 Westwind Boulevard
Santa Rosa, CA 95403

TO CONTRACTOR: Council on Aging Services for Seniors
30 Kawana Springs Road
Santa Rosa, CA 95401

When a notice or payment is given by a generally recognized overnight courier service, the notice or payment shall be deemed received on the next business day. When a copy of a notice or payment is sent by facsimile or email, the notice or payment shall be deemed received upon transmission as long as (1) the original copy of the notice or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1. No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. Counterparts and Electronic Copies. The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. In the event that any handwritten signature is delivered by facsimile transmission (“Fax”) or by electronic mail (“email”) delivery of a portable document format ("pdf") data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such Fax or pdf signature page were an original thereof. An electronic copy, including Fax copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

13.10. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR

Council on Aging Services for Seniors

By: _____

Name: Marrianne McBride
Title: President & CEO

Date: 7/23/18

COUNTY OF SONOMA

By: _____

Name: Karen Fies
Title: Director, Human Services Department

Date: _____

APPROVED AS TO SUBSTANCE FOR COUNTY

By: _____

Name: Paul Dunaway
Title: Director, Adult & Aging Division

[ ] EXEMPT FROM COUNTY COUNSEL REVIEW

APPROVED AS TO FORM FOR COUNTY

By: _____

County Counsel

[ ] CERTIFICATES OF INSURANCE ON FILE WITH COUNTY

[ ] INSURANCE REQUIREMENT CHANGES APPROVED OR WAIVED BY RISK MANAGEMENT

By: _____

Exhibit A: Scope of Work

1. Program Overview:

   In April 2016, the Sonoma County Aging Together Leadership Committee received approval from the Sonoma County Board of Supervisors to pursue membership in the World Health Organization's (WHO's) Network of Age-Friendly Cities and Communities. Membership designates Sonoma County as a WHO Age-Friendly Community and demonstrates the County's commitment to making Sonoma County a "livable community" for older adults. Having Age-Friendly designation supports efforts to strengthen systems, structures, and planning to improve the quality of life for people across their lifespan.

2. Contractor Responsibilities: Under this Agreement, Contractor will:

   2.1. Complete and submit the Sonoma County Age-Friendly Action Plan to Sonoma County's Human Services, Adult & Aging Division (HSD), AARP, and the WHO's Global Network for Age-Friendly Cities and Communities by August 15, 2018.

   2.2. Make presentations to groups and organizations to share Age-Friendly information and resources, establish collaborative relationships, identify additional community assets, and connect with Age-Friendly advocates and volunteers.

   2.3. Provide Age-Friendly Action Plan progress reports at the monthly Aging Together Leadership Committee meetings.

   2.4. Attend monthly progress report meetings with Adult & Aging Division Director and Adult & Aging support staff.

   2.5. Provide quarterly written progress reports to HSD by the fifteenth of each month following the quarter month end; October, January, April, and July. Reports are to include (at minimum): City-Based Taskforce stage progression, presentations made and to what group(s), Age-Friendly Coordinator activities and progress outlined by each of the Age-Friendly Action Plan priorities of Isolation, Housing, and Transportation.

   2.6. Convene and staff quarterly Age-Friendly Steering Committee meetings to ensure progress and completion of activities stated in the Action Plan.

   2.7. Support City-Based Taskforces, assisting with each group's varying level of stage development.

   2.8. Create outreach materials reflecting the Age-Friendly Action Plan priorities of Isolation, Housing, and Transportation.

   2.9. Update/maintain the Age-Friendly website.

Exhibit B: Fiscal Provisions/Budget

1. Fiscal Responsibilities. In consideration of the obligations described herein, the Contractor shall be reimbursed under the terms of this Agreement. The Contractor shall be reimbursed for actual costs, in accordance with the agreed upon budget included herein by reference. The amount of reimbursement shall in no case exceed the funding amount as set forth in Article 2 of this Agreement.

1.1. Claiming and Documentation. Contractor shall receive reimbursement for its actual costs by submitting an invoice and expenditure report. All costs reported by Contractor shall be supported by appropriate accounting documentation. The documentation shall establish that County is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Agreement.

1.2. No Supplantation. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state or local government source. No supplantation of program financing by Contractor is contemplated or allowed.

1.3. Financial Records. Contractor understands and accepts its obligation to establish and maintain financial records of all program expenditures.

1.3.1. Contractor shall make available for inspection and audit to representatives of county, federal, and/or state governments all books, financial records, program information, and other records pertaining to the overall operation of Contractor and this Agreement, and shall allow said representatives to review and inspect its facilities and program operation of this Agreement to assure compliance with all applicable local, state, and/or federal regulations. Contractor shall maintain the accounting records in conformity with generally accepted accounting principles and as directed by the Sonoma County Auditor-Controller.

1.3.2. If it should be determined during the term of this Agreement by the County, Auditor-Controller, and/or Board of Supervisors that funds are not being utilized by Contractor in accordance with this Agreement, an audit may be ordered of Contractor's books, financial records, and program records. The cost of this audit shall be deducted from the total paid to Contractor through this Agreement.

1.3.3. In the event that Contractor terminates its business activities, all records related to this Agreement shall be promptly delivered to County by Contractor. Contractor shall be liable for any and all attorneys' fees incurred by County in recovering records pursuant to this section.

2. Budget Adjustments. The Director of the Human Services Department is authorized to approve and execute Amendment(s) to the contract for line item adjustments to the Budget that is set forth below in Section 6.1.

3. Audits. Contractor must have a fiscal monitoring biannually. The type of monitoring will depend upon the funding level of Contractor. In addition, contractors who receive multiple Federal Awards which taken together total over Seven Hundred Fifty Thousand Dollars ($750,000) are required to have a single audit in accordance with the Federal Office of Management and Budget, 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the Area Agency on Aging by the auditor as soon as it is complete.

4. Closeout. Within thirty (30) calendar days after the termination of this Agreement, Contractor shall submit to County a final cost report showing the actual allowable Agreement costs. If the cost report shows that the payments exceeded the actual allowable costs for the term of the Agreement, Contractor shall enclose with the cost report funds equal to the difference between payments received and costs incurred.

5. Repayment. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state, or federal agencies related to activities conducted by Contractor under this Agreement.

6. Budget

6.1. As compensation for services as defined in Exhibit A of this Agreement, funding shall be allocated according to the following budget:

Budget Line Item	Cost
Payroll	$55,000
Taxes & Benefits	$13,200
Independent Contractor/Outside Services	$12,000
Training/Conference Fees	$3,000
Mileage/Travel	$3,000
Program Supplies/Events	$7,500
Advertising/Marketing/Outreach Materials	$5,000
Printing	$1,300
Total Costs:	**$100,000**

6.2. Budget Narrative:

- Payroll includes 22.5 hrs/week Age Friendly Coordinator; 10 hrs/week Volunteer Director; 1-2 hrs/week CEO, 1-2 hrs/week Marketing Coordinator; 1-2 hrs/week Web Designer; 1-2 hrs/week Administrative Assistant
- Assessment costs are covered under Independent Contractor/Outside Assistant, Printing, Mailing and part of Program Supply.
- Volunteer Teams and Meeting Costs are covered under Facilities Use and Program Supply.
- Mileage reimbursement will cover staff cost to attend meetings
- Advertising costs will go towards volunteer outreach.

Exhibit C: Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

I. Workers Compensation and Employers Liability Insurance

a. Required if Consultant has employees as defined by the Labor Code of the State of California.
b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
c. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
d. *Required Evidence of Insurance*: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

II. General Liability Insurance

a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
d. **The County of Sonoma, its Officers, Agents and Employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations

hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
h. *Required Evidence of Insurance:*
    i. Copy of the additional insured endorsement or policy language granting additional insured status; and
    ii. Certificate of Insurance.

III. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
c. Insurance shall cover hired and non-owned autos.
d. *Required Evidence of Insurance*: Certificate of Insurance.

IV. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

V. Documentation

a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
b. The name and address for Additional Insured endorsements and Certificates of Insurance is:

    The County of Sonoma, its Officers, Agents and Employees
    3600 Westwind Blvd.
    Santa Rosa, CA 95403

c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
d. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

VI. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

VII. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant

resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit G: Media Communications

If Contractor provides media communications to the public, including but not limited to flyers, press releases, web or social media posts, public service announcements, or interviews, about any program activities or projects funded under this Agreement, Contractor shall give credit to County as the program's funding source. County reserves the right to review and approve media communications, prior to release. In providing any media coverage referenced above, Contractor shall comply with all confidentiality requirements in Article 9.12.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 32
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: August 14, 2018	**Vote Requirement:** Majority
Department or Agency Name(s): Information Systems Department	
Staff Name and Phone Number:	**Supervisorial District(s):**
Jonathan Kajeckas 565-2456	Countywide

Title: Extension of existing agreement with Dimension Data for support of Voice Systems and Infrastructure

Recommended Actions:

Authorize the Director of Information Systems Department to extend an existing Professional Services Agreement with Dimension Data, Inc. for the daily operational support of the County's unified communications telephone system for a total not to exceed $311,662 for the period of August 18, 2018 to February 17, 2019.

Executive Summary:

Dimension Data is the current vendor providing remote network monitoring and support, on-site technical operational support and other services to the Information Systems Department to support voice and data communications systems. This six month extension allows the contract for vendor support of the County voice communications system to remain in effect while a Request for Proposal evaluation is completed and vendor is chosen.

Discussion:

The previous contract renewal for vendor support of the voice telephone system in August 2017 stated the County's intention to solicit proposals from multiple vendors to ensure that the County is contracting with the best vendor for the services needed. The wildfires of October 2017 diverted hundreds of hours of time from Information Systems Department staff to recovery related projects and delayed the administrative work of preparing the Request For Proposal documents. The voice system itself provided critical communications for the public during the disaster and flexibly scaled up to allow a large volume of calls from the public for information.

The request for an extension is to allow the Information Systems Department time to go through a competitive procurement process to find the best supplier through the Request For Proposal process, allowing the department to continue providing crucial day to day services for all County departments. The Request For Proposal process has been initiated.

Managed Services	
System Monitoring	$159,162
Moves, Adds, Changes	$40,000
Field Operations	$72,500
Professional Services Costs	**$271,662**
Materials	$25,000
Contingency	$15,000
Managed Services Total	**$311,662**

Prior Board Actions:

August 15, 2017 – Item #8 - Board authorized Director of Information Systems Department to execute a Professional Services Agreement with Dimension Data for the daily operational support of the County's unified communications telephony system for a period of August 18, 2017 to August 17, 2018.

March 1, 2016 – Item #15 – Information System Department's report on status of the County's telecommunications system purchase and implementation project (informational only).

March 17, 2015 – Item #16 – Board authorized the ISD Director to execute an agreement with Nexus IS for the daily operational support of the Cisco Unified Communications System for a two year period with the option to extend one year.

March 18, 2014 – Item #12 – Board authorized ISD Director to execute an agreement with Nexus IS for the daily operational support of the new Cisco Unified Communications System (Voice over Internet Protocol) for a one year period.

October 15, 2013 - Item #18 - Board authorized ISD to executive an agreement with Nexus IS for the purchase and implementation of the Cisco System Unified Communications System.

December 8, 2009 - Board authorized an agreement with Nexus IS for managed services of the NEC system for the period of May 1, 2010 to June 30, 2014 with two {2} one-year extensions.

*** In April 2014, Dimension Data, Inc. purchased Nexus and assumed responsibility for the services provided to County by Nexus under that agreement.**

Strategic Plan Alignment Goal 3: Invest in the Future

Investment in a unified communications system provides a more resilient and flexible infrastructure, additional features for voice and data, mobility for teleworkers, and improved redundancy.

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	311,662		
Additional Appropriation Requested			
Total Expenditures	**311,662**		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	311,662		
Use of Fund Balance			
Contingencies			
Total Sources	**311,662**		

Narrative Explanation of Fiscal Impacts:

There are no budgetary impacts to this contract extension. The cost has already been included in the Fiscal Year 2018-19 budget and is included in baseline rates scheduled to be collected in Fiscal Year 2018-19.

The vendor has honored their current rate structure for the 6-month contract extension.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Attachment #1: Agreement with Dimension Data

Related Items "On File" with the Clerk of the Board:

Standard Professional Services Agreement ("PSA")

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of _____ ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Dimension Data, a California Corporation (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified and licensed contractor, experienced in the preparation of support, upgrade and implementation of the Cisco Unified Communications System, Voice over Internet Protocol telephony systems, unified communications, project management and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor for the managed services and applications upgrade of the County's telephony/voice system.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

l. Scope of Services.

1.1 Contractor's Specified Services

Contractor shall perform the services described in Exhibit "A," Exhibit "B", and Exhibit "C" attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibits "A-C" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibits "A-C", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in

accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the payment milestones identified in Exhibit A , attached hereto and incorporated herein by this reference, provided, however, that total payments to Contractor shall not exceed Three Hundred Eleven Thousand Six Hundred Sixty Two Dollars ($311,662) without written approval of County.

Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the

County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from August 18, 2018 to February 17, 2019 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.
In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Information Systems Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit D, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided,

however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker’s compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or

Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County’s

Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership of Work Product**.** All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement, shall be the property of County. Contractor shall deliver such materials to County upon request in their final form and format. Such materials shall be and will remain the property of County without restriction or limitation. Document drafts, notes, and emails of the Contractor and Contractor's subcontractors, Contractors, and other agents shall remain the property of those persons or entities.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Information Systems Department
Attn: Accounting Office
2615 Paulin Drive
Santa Rosa, CA 95403
Email: ISD-Accounts-Payable@sonoma-county.org

TO: CONTRACTOR: Dimension Data
PO Box 392387
Pittsburgh, PA 15251-9387

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation

of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR: Dimension Data North America, Inc.

By: Pam Wugalter

Name: Pam Wugalter

Title: Area Vice President

Date: July 11, 2018

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE REVIEWED AND ON FILE: DL

By:_____
Department Head or Designee

Date:_____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: 7-12-18

Exhibit "A" – Scope of Work
Managed Services

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1. Background

County of Sonoma (hereinafter "County") purchased a telecommunications system in October 2013 that was implemented by Nexus IS, Inc. (hereinafter "Nexus"). The County entered into agreement for support of that telecommunications system through July 18, 2017. In April 2014, Dimension Data, Inc. (hereinafter "Dimension Data") purchased Nexus IS, Inc. and assumed responsibility for the services provided to County by Nexus under that agreement. Through this agreement, Dimension Data will be providing similar services but transitioning the County to a new support model and monitoring and reporting platform.

Dimension Data will provide the remote network monitoring and reporting, remote network support, and on-site technical operational support (one full-time telecommunications specialist discussed in "Field Operations"), and other related services, described in this Exhibit A and all collectively referred to as "Managed Services."

2. Managed Services

Dimension Data will provide these Support Services for Contact Center & IP Telephony services for all of the devices detailed in Exhibit C – Covered Infrastructure.

Service	Service Components
Governance	• Service Delivery Manager • Scheduled Review Meetings • Service Portal • Service Transition
System Monitoring	• Hardware Monitoring • Application Monitoring
Configuration Archiving	• Change Control Process • Configuration File Archiving for IOS devices • Hardware and Software Inventory
Incident Management	• Incident recording and tracking • Incident classification and support • Incident remediation • Coordination with 3rd party vendors
Performance Management	• Predictive analysis and reporting • Threshold management • Identification of areas of concern • Recurring analysis of performance data • Recurring event analysis • Recommendations report
Technical Reporting	• Event analysis vs. measured service level • Infrastructure health reports • 'Situations to watch' proactive analysis

Table 1-Managed Services

2.1.1. . Service Delivery Manager

Dimension Data will designate a Service Delivery Manager (SOM) as a single point of contact, at an operational level, for all technical, logistics and support issues.

The Service Delivery Manager will work in partnership with Sonoma County's technical and IT management teams to maintain the delivery of optimal service levels.

Dimension Data's Service Delivery Manager will do the following:

- Responsible for all service-related issues,

- Monitors Dimension Data's performance of services during Transition.
- Conducts annual satisfaction surveys
- Schedules and conducts quarterly service meetings, including the drafting of meeting agendas and minutes. Regular service meetings include a proactive report and a review of all operational activities performed in this SOW over the previous period.
- Meeting minutes will be distributed within 24 hours of the meeting, confirmed receipt of the minutes and approval of contents thereof within five working days.
- Follow through on action items and issues highlighted during service meetings.
- When necessary, Service Delivery Manager will include engineering resources to address technical issues.
- Confirm that Service Level Objectives are met by communication to all relevant support services.
- Assist in resolving Sonoma County's queries in a timely manner.
- Verify any complaints are responded to and resolved in a timely and professional manner.
- Provide a quarterly billing report with appropriate details based on the services delivered.

2.11.2. Quarterly Business Reviews

The SOM will meet either in-person or remotely with Sonoma County on a quarterly basis. Prior to the meeting, Sonoma County and the SOM will determine the topics to be presented or discussed in the meeting. General topics of discussion will include:

- Infrastructure trends
- Operational review
- Trend of events
- All events by outage type
- Top devices by number of events
- Proactive engineering report
- Performance and capacity review
- Problem Management actions status and updates (as needed)

2.2. Service Portal

Sonoma County will receive a dedicated Service Portal accessible via the web that provides real-time secure infrastructure management and technical information allowing Sonoma County to access Incident, Problem, Change, and Configuration interface items. The County will designate a list of individuals who will receive access. Included in the System Monitoring billing is access for five (5) individuals. Access for more than 5 will be a one-time cost to County of $130 for each additional ITSM user login. Via the Service Portal, County will be able to:

- View event information and drill down to the details of the event
- View reports
- View infrastructure status and metrics
- View archived storage, where applicable, of all router, switch, and gateway configurations
- Archived storage and viewing of all Sonoma County provided system documentation
- Complete inventory of assets

2.2.1. Service Transition

The services described in Section 2.2.1 will be performed by Dimension Data in order for Dimension Data to access County's telephony infrastructure for system monitoring and reporting.

2.2.1.1. . *Service Deployment*

Dimension Data will perform deployment activities to include:

- Deployment of Configuration Items such as any service component, infrastructure element or other items that need to be managed and access information required to deliver the monitoring platform service,
- Dimension Data will provide administrative tasks associated with establishing the connection for monitoring of the environment,
- Technical information needed to identify the device and ports and the notification profile for each County technical staff that will receive a communication when an event occurs.
- Activating the managed devices onto the Dimension Data monitoring platform. Establishing the network connection so that Dimension Data may begin to monitor County's infrastructure.
- Dimension Data will go live with the new service by migrating the monitoring traffic from pre-production to live production.

2.2.1.2. . *Network Connectivity*

Client and Dimension Data will establish the required connectivity for Dimension Data to perform services as described in this high level diagram.

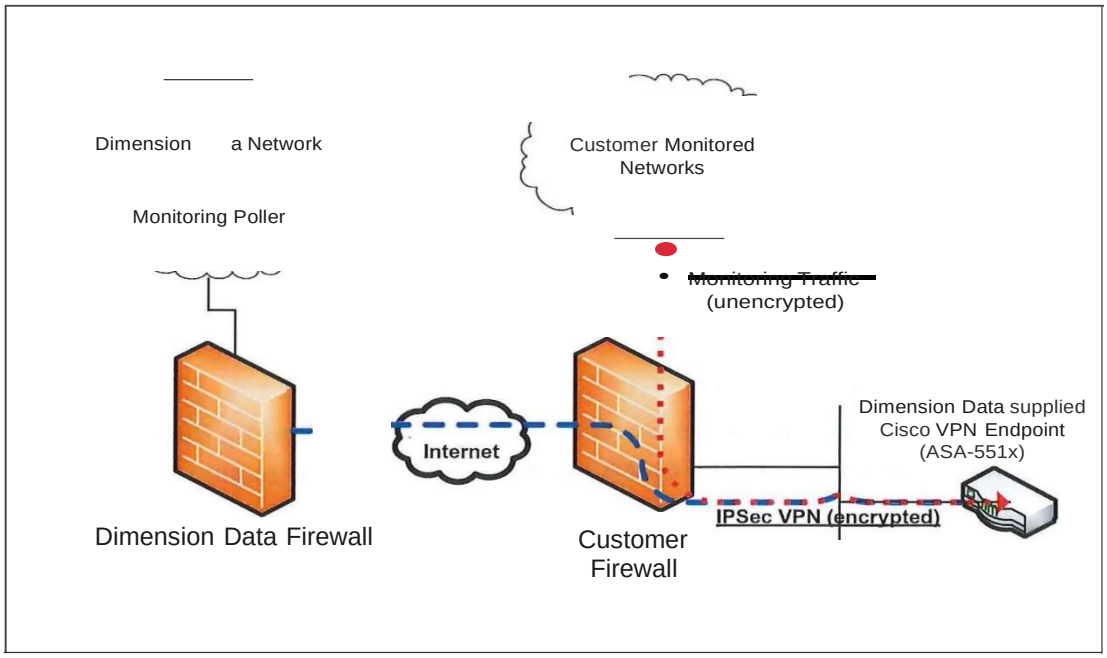


Figure 1 Monitoring & Management Connectivity

Dimension Data will provide a monitoring device located in Dimension Data's datacenter to perform polling operations via a VPN connection. A Cisco VPN device (ASA-551x) will be issued and should be installed on County's firewall DMZ network.

Dimension Data will provide additional documentation specifying addressing, ports and protocols, etc. to County's security team during the kick-off. The Sonoma County and Dimension Data security teams will then work together to set up the VPN and establish the required access.

2.2.1.3. *Deployment*

The Dimension Data deployment team will work with Sonoma County to modify standard procedures with County specific details during the Deployment Phase of the project, for example :

- Notification matrix
- Escalation procedure
- Specific procedures for third-party providers

2.2.1.4. *Network Information Collection*

The service does not "discover" device details by probing the Sonoma County environment. The required information must be loaded into the Dimension Data monitoring platform. Sonoma County will be responsible for providing the following information (as a minimum):

- Device name
- IP address

- Serial number
- Part number
- Physical location address

The Dimension Data will load and utilize the County compiled data. While the deployment team will work with Sonoma County to compile information from available sources, Dimension Data is not accountable for any delays in activation of the services due to incomplete or unavailable network information that Dimension Data has requested in writing and for which Sonoma County has been given an agreed upon time to respond.

2.2.1.5. ***Managed Device Preparation***

The Server hardware and application monitoring service is dependent upon the installation of agents on each server to be managed by Dimension Data, and the configuration of the SNMP service. The WAN service is dependent upon:

a. Configuration of SNMP
b. Trap Receiver destination IP address
c. Provision of login and enable passwords

A required device specific configuration will be supplied to Sonoma County, including community strings and host destination addresses. The County will use this device specific configuration.

2.2.1.6. ***Setup of the Monitoring Application***

This includes the installation of all hardware and software components of the monitoring application. Managed device information from the network information collection stage will be loaded and each individual device will be configured for required statistics/reporting. Dimension Data will also resolve any network connectivity, firewall or routing issues.

2.2.1.7. . ***Activation***

Notifications of events as defined in Section 2.9.2 will occur once all required documentation and procedures are in place, and the application is successfully detecting and reporting events.

This comprises all the steps Dimension Data will complete in deploying the Monitoring Service and allowing access to the dedicated client Service Portal. Portal Training

Dimension Data will schedule a remote half-day Service Portal training class for Sonoma County's staff at a time mutually agreeable to the Parties. The training course will be recorded and covers:

- Portal navigation
- Change management procedures
- Interpretation of live statistics

2.2.1.8. *Baseline Review Report Interpretation Training:*

Approximately six weeks after the activation of the monitoring and reporting Service, an assigned engineer will conduct a six-week baseline review. In addition to a six-week service baseline review the assigned engineer will review performance and health reports with County personnel. During this session the engineer will review in detail the type of reports, their meaning, and applicability to the client environment. These reports are continually updated on the Service Portal and are used as the basis for the regular meetings.

2.2.1.9. *Secure Network Connection*

The monitoring service will provide Sonoma County with a dedicated and secure connection to the Service Portal located in the Dimension Data Global Services Center. Dimension Data will secure:

- Sonoma County from other clients
- Sonoma County from the Operations Center
- Dimension Data's Operations Center from outside breaches into Sonoma County's networks

Dimension Data will provide a dedicated, professional security management team in the Global Services Center to control passwords and changes to the security software configurations.

2.2.1.10. *Service Activation*

Service Activation deliverables include:

- Customer kick-off meeting
- Processing of OEM support contracts
- Collection of supporting device data
- Establishing network access
- Storing information on back-end systems
- Device discovery
- Conducting a Transfer of Information with the Professional Services team or customer
- Providing the customer with contact, process and escalation information
- Portal training
- Establishing a date for transition to the Dimension Data Global Services Center

The length of the project and frequency of meetings are a function of project size and scope and can vary.

2.2.1.11. *Service Activation Kickoff*

Dimension Data will have a formal kickoff meeting with Sonoma County within two weeks of a signed agreement. This meeting will include a review of the service deliverables, the project timetable, and introduction of key personnel to be involved in the project.

2.3. System Monitoring

Dimension Data will monitor Sonoma County's infrastructure inventory, identify events, diagnose events, and remotely resolve them quickly and effectively. Dimension Data will keep the County informed throughout the life of the event through notifications based upon priority.

Dimension Data will configure the network management systems to send SNMP polls and receive SNMP traps from the managed devices and elements. The polling interval is every five minutes.

Dimension Data will monitor the following:

- Availability Status
- Capacity Thresholds
- Performance Thresholds

2.3.1. Hardware Monitoring

Dimension Data will monitor critical hardware components for up/down status and provide notification upon loss of availability. These components include:

- Designated Servers hosting bare-metal or virtualized Contact Center and Telephony applications
- Voice Gateways - Ingress/Egress/VXML/DSP Farm

2.3.2. . Application Monitoring

Dimension Data will monitor all critical services and application specific metrics related to the Contact Center and IP Telephony applications as identified below:

Monitored Device	Monitored Process & Definition
All Application Servers (IP Telephony, Contact Center)	• Reachability (up/down status) • Status of services critical to application operation • Disk/CPU/Memory utilization

Monitored Device	Monitored Process & Definition
All Windows Servers (UCCE, CVP)	• Notification of Network Device Errors • Notification of *Server* Hardware or Operating System Errors • Notification of Down or Hung Monitored Service • Notification of Select Application Errors or Events • Notification of Select SQL Errors or Events • Notification of Select Windows System Event Log Events • Proactive warning of degradation or imminent failure
All Windows Servers (UCCE, CVP)	• Customized Alerts: • Windows Event Log monitoring • Log File monitoring • Service/Process monitoring
Unified Communications Manager	• Media resource (CFB, MTP, XCoder) utilization • License utilization (where applicable) • Disk/Memory/CPU utilization • Route group/Route list/Media list exhausted • Directory services connectivity • Gateway reachability
Peripheral Gateway	• Peripheral Information Manager(PIM) - Connectivity monitoring to peripheral device(s) • Open Peripheral Controller(OPC) - date and configuration synchronization • Message Delivery Service (MOS) – side to side connectivity and message delivery • PGAgent - connectivity to central controller

Monitored Device	Monitored Process & Definition
Call Router(s) / Rogger(s)	• CCAgent - Peripheral on line and offline notification • Router Process - routing issue notifications • Database Agent - connectivity to non ICM database • Database Worker - connectivity to non ICM database • Application Gateway - connectivity to external data sources • ICM to ICM Gateway – connectivity and stability • Network Gateway - connectivity into PSTN /IXC
Call Logger(s) / Rogger(s)	• Logger - database health and continuity • Replication - database replication for HOS and connectivity to the HDS • Recovery - database health and data retention period
Computer Telephony Integration (CTI) Server	• CTI Server - agent state messaging and ACD call supervision
Computer Telephony Integration Object Server (CTIOS)	• CTIOS - connectivity to CTI server
Administrative Workstation (AW)	• Database messaging - size, and continuity
Historical Data Server (HOS)	• Database messaging - size, continuity • Replication - database replication logger
Customer Voice Portal	• CVP Call Server/Voice Browser connectivity • CVP Call Server process • CVP Connectivity to PCCE

Table 2 - Application Monitoring

2.4. Incident Management of System Remote Monitoring

Dimension Data will perform the following during the management of Incidents identified through monitoring of the environment or by direct client notification via email or phone:

- Event Identification, logging and management
- Event severity classification
- Client notification
- System Restore

The Global Services Center will provide an incident management and remote monitoring process for problem identification and resolution.

In implementing the above, the Dimension Data process will provide:

- Correct escalation management
- Initiating special sequence-of-events investigations
- Resource management, prioritization and allocation for event resolution

Timely communications with Sonoma County

2.4.1. Identification, Logging and Management

Dimension Data will perform the following tasks during the identification of the Event:

- Event identification, isolation and diagnosis. Dimension Data will review each alert to assess if it is a true alert or a hiccup in the monitoring.
- Clear an alert if it is not a true incident, or if it is associated with a known scheduled outage, defer it until clearance of that outage
- For incidents, group related events into a single incident with parent/child relationships of live events (where necessary)
- Raise a an Incident ticket
- Provide a notification of the incident to Sonoma County, according to the notification matrix, and within the notification service level.

2.4.1.1. *Incident Severity Classification and Initiation of remedial actions*

Dimension Data will perform Incident diagnosis and troubleshooting to isolate and categorize the incident as either:

- Carrier
- Client
- Environment
- Hardware
- Power
- Software
- Unscheduled outage

Upon completion of the ICM ticket assessment and/or the Incident Diagnosis, Dimension Data will inform Sonoma County of the results.

Where multiple unrelated incidents occur, Dimension Data will prioritize actioning incidents using the severity levels defined in Section 2.5.3.

2.4.2. . Priority Management

Dimension Data and County will calculate a priority level to be allocated to all managed devices and element based on urgency and business impact allocated by Sonoma County during deployment. Upon the request of Sonoma County, the Parties shall have the option during each quarterly meeting defined in Section 2.1 with the Service Delivery Manager to reevaluate and modify the urgency and impact level designation for future

Incidents. The available options for each device are high, medium, or low. Priority levels are used for:

- Call handling prioritization in the operations center
- Configuring selective call notification for Sonoma County

High priority calls will be handled first in the operations center, followed by medium priority and lastly, low priority calls. By means of example, an access circuit or router failing is not worked on before a core router failure incident.

2.4.2.1. . ***Notification Rules***

Dimension Data and County will together set notification rules, notification methods, and notification configurations.

Each contact will have a set of notification details for, and notification methods will be set by Dimension Data and County:

- Office phone
- After hours phone
- Email
- Mobile

Dimension Data and County will create and assign Notification Groups using the following levels:

- Client level
- Site level
- Device level (Configuration Item - CI)

The Parties will set notifications to communicate to all of these, some, or just one. These parameters are also set depending on the severity of the event, i.e. high, medium or low.

Dimension Data will present and discuss these options in detail during the deployment of the service. Dimension Data will utilize industry best practices so that Sonoma County receives all the important notifications and that alternate notification methods will be utilized for minor and informational Events. Notification parameters, groups and contacts can be changed at any time at Sonoma County's request.

The notification matrix, will be defined per product as required by County. The notification matrix defines the notification:

- Sonoma County contact
- The Incident Management process step (initial, diagnose, update and resolve)
- The method (telephone, mobile, SMS, email)
- Hours - business hours or outside business hours
- Event type priority – High, medium or low

2.4.3. . Incident Priority Levels

Dimension Data will use the following table to categorize the priority of the incident.

Priority 1	Priority 2	Priority 3	Priority 4
Production network is down. It is causing critical impact to business operations	Production performance is severely degraded impacting aspects of business operations	Network performance is degraded. Network functionality is noticeably impaired but most business operations continue	Customer requires information or assistance on product capabilities, installation or configuration

Table 3 - Incident Severity Levels

2.4.4. Escalation Management

Escalation will occur based both on the severity of the incident (see severity definitions in table above) and the length of time the service incident has been ongoing (less periods where the Sonoma County and Dimension Data agree that the escalation timer should be stopped for any reason).

Dimension Data will provide an e-mail and phone call notification of any escalation.

2.4.5. Third Party Applications and Hardware

Dimension Data will provide system up/down monitoring coupled with Vendor Maintenance Aggregation (VMA) which Dimension Data will use to open and drive tickets to resolution on County's behalf. Dimension Data engineers will troubleshoot incidents in accordance with the priority levels determined in Section 2.4.2 Priority Management and Table 3. Incident Priority Levels in Section 2.4.3 and escalate to the vendor where appropriate. The following devices would fall under this type of service:

- Calabria

2.5. . Performance Management of Remote System Monitoring

The service will monitor attributes for a managed device and gather performance statistics , accessible by County via the Service Portal, through thres.hold monitoring on these attributes.

Monitoring attributes include:

- Mean average value over the previous five minutes (e.g. CPU).
- Current value (e.g. disk capacity free).

These are based on the product manufacturer's Management Information Base (MIB)

2.5.1. . Threshold Management

Dimension Data will use thresholds to manage capacity planning and act proactively to prevent possible future problems (e.g. disk space utilization). Through threshold monitoring, the Dimension Data monitoring system provides notifications to Sonoma

County on the performance of the products in relation to set thresholds. The Dimension Data system will post threshold events and traps received from the managed elements and devices to the Service Portal for viewing.

2.5.1.1. *Threshold Monitoring*

Threshold monitoring will be based on an event exceeding the median value of the previous three SNMP polls (at five minute intervals).

Threshold events will have severity values assigned as critical events, major events, or informational only. These severities are assigned according to the three threshold levels that are exceeded as set out in the table below.

Threshold level	Event severity
Minimum	Informational Only
Average	Major Event
Maximum	Critical Event

Table 4 - Threshold Severity Levels

2.5.1.2. *Online Threshold Views*

The County will be able to view the following on the Service Portal:

- All current threshold events via the live events views
- All current threshold events by product or event
- Threshold events for the current reporting period in summary format and number of events for the current reporting period by product type or product and site

2.5.1.3. *Threshold Event Notification*

Dimension Data will notify Sonoma County of critical and major threshold events according to the notification matrix. Additionally, Dimension Data will perform activities outlined in Section 2.4 Incident Management to remediate critical and major events.

Dimension Data will contact the County if threshold event notifications remain open for three business days. If the performance issue is ongoing and the element performance stays above the critical threshold for more than three business days, Dimension Data will adjust thresholds and notify Sonoma County.

2.5.2. Performance Reporting

Dimension Data will provide Sonoma County with performance reports which are also accessible on-demand by County via the Service Portal or via automated email distribution.

- Live device metrics graphs
- Service health reports
    - Weekly health reports are scheduled and kept for five weeks

- Monthly health reports are scheduled and kept for six months
- Monthly service level reports (including reports at Client level and Site level) are scheduled and kept for six months

Typical reports provided include:

- Reach ability (router, LAN/WAN, servers,)
- Element health index (router, LAN/WAN and server)
- CPU utilization (router, LAN/WAN, servers)
- Bandwidth utilization chart (router and LAN\WAN interfaces)
- Volume leaders (router, LAN/WAN and server)
- Average health index (router, LAN/WAN and server)
- Total network volume (router, LAN/WAN and server)
- Usage of digital PSTN, PRI, jitter, latency, conference bridge, and call volume (UC environment)

Additional information for a particular device is available on request by contacting the Service Delivery Manager.

2.6. Configuration Archive

The Dimension Data Service keeps an archived copy of supported devices' configuration files that have been backed up, and these will be available via the Service Portal. A complete listing of all managed devices is maintained on the Service Portal, with the current configuration status of devices, including details such as device serial number, hardware sub-components, firmware revision and software versions.

The Dimension Data Service will automatically detect and make use of the change control process so that site summary information; device configuration files are constantly updated.

County will be responsible for:

- The County will archive and back-up configurations for software applications (e.g.; CUCM, UCXN, PCCE, CVP, etc.).
- The County will provide Dimension Data with information for backup of contact center and telephony core applications within the scope of this Service to develop a backup and restore plan.
- County agrees to confirm the existence of server rebuild kits, which consist of all disks and files necessary to completely rebuild a server, for all core UC servers defined in Exhibit C – Covered Infrastructure within the scope of this service.
- County agrees to work with Dimension Data to develop a specific plan for providing Dimension Data with immediate access to the server rebuild kits in the event they are needed for any reason during the course of the Service. The server discs and files

in the server rebuild kits must include discs with the current major/minor software version.

In the event that Dimension Data is not provided with immediate access to backups or server rebuild kits when they are needed for any reason during the course of the service Dimension Data will not be responsible for any delays in restoration of service of the UC environment or any impacts resulting from downtime of the UC environment.

2.6.1 1. Device Configuration File Management

The System will keep backup copies of all Cisco IOS based devices and archive the device configuration files, where possible. (This feature is device and manufacturer dependent and thus is limited to supported platforms and vendors.) Dimension Data will automatically detect saved edits to the managed device's configuration files and save the old configuration and the new configuration. Sonoma County may view all archived configuration files on the Service Portal.

Ech time a configuration file is 'saved' by someone on a remote device it raises a "Configuration event" on the Service Portal. In addition, the System will weekly download the devices' configuration files and compare them against those in its database. Any discrepancies will raise another "Configuration event". The events are used to check that the changes do not affect the reporting systems.

If any incidents develop due to changes made by Sonoma County staff to the device configurations, Sonoma County will be billed on a 'time and materials' basis against the Performance Assurance Retainer (PAR) for the time spent resolving such incidents. Dimension Data will not accept responsibility for any downtime or loss of functionality caused.

2.6.1.1. . *Managed Device Database*

Dimension Data will keep an updated record of all device information. Managed device information will include but is not limited to items such as:

- Device name
- Software versions
- Firmware versions
- Memory

This information will be available by clicking on the device name in the Service Portal. The County acknowledges that the amount of information available on a device is specific to the device and the vendor.

2.7. Moves, Adds, Changes and Deletes (MACDs)

Dimension Data will perform user-based and system-based moves, adds, changes and deletes, called "MACDs". MACDs may be logged with the Global Service Center at any time (24x7).

2.7.1. User MACDs

"User MACDs" include any single user-based configuration change. Typical User MACDs include any move, add, change, or deletion of a single user or equivalent.

Typical Telephony User MACD's include the following activities:

- Set up user and device information for a new IP Phone
- Update end-user phone information (eg; assign new Directory Number)
- Create new voicemail box

Typical Contact Center User MACD's include the following activities:

- Create new contact center agent/supervisor account
- Adjust team ownership for a contact center supervisor
- Adjust skill group membership for a contact center agent

Technology Discipline	Request Type	Scenario	MACO Activity	# of Service Units for Normal Urgency/ Business Hours	# of Service Units for Normal Urgency/ After Hours	# of Service Units for High Urgency/ Business Hours	# of Service Units for Normal Urgency/ After Hours
				MULTIPLIERS			
Unified Communications	User MACO	User Request	Activate phone number (hard and soft phone)	1	2	3	4
Unified Communications	User MACO	User Request	Deactivate phone number	1	2	3	4
Unified Communications	User MACO	User Request	Assiqn new phone number	1	2	3	4
Unified Communications	User MACO	User Request	Update end-user phone information	1	2	3	4
Unified Communications	User MACO	User Request	Create new Unified Messaging account	1	2	3	4
Unified Communications	User MACO	User Request	Delete existing Unified Messaging account	1	2	3	4
Contact Center	User MACO	User Request	Aqent setup	1	2	3	4
Contact Center	User MACO	User Request	Aqent Supervisor setup	1	2	3	4

Table 5 - Service Unit Consumption Matrix

Service Units will be billed to the County in 15 minute increments, at $25 per Service Unit with a multiplier based on urgency as specified above. For example, if 15 minutes are spent in a "High Urgency *I* After Hours" MACO service, the County will be billed $100.

2.7.2. . System MACO

"System MACDs" are defined as configuration requests that are not User MACDs, and are typically not specific to a single user. Dimension Data will review the Service Request for each System MACO. System MACDs are billed at actual time spent in 15 minute intervals at a rate of $100 per hour. If the work will take longer than 4 hours to

complete, the SOM will review the request with Sonoma County to determine if the scope of work should be billed to the County under the Performance Assurance Retainer.

Typical Telephony System MACD's include the following activities:

- Creation of a new hunt group
- Changes to call routing/dial plan within CUCM
- Changes to dialing rights and restrictions within CUCM
- Addition of a new voice gateway to CUCM

Typical Contact Center System MACD's include the following activities:

- Changes to existing Call Routing script
- Changes to existing Interactive Voice Response (IVR) script
- Changes to existing IVR prompts

2.7.3. Service Level Objectives

County will inform Dimension Data if a MACO request shall be handled as normal or high urgency.

2.7.3.1. *User MACDs*

- Normal:
  - Remote execution -To be completed within 2 business days of request once all information requested by Dimension Data in the User MACO Request template and to be provided by Sonoma County is obtained.
- High:
  - Remote execution – To be completed within 8 business hours of request once all information requested by Dimension Data in the User MACO Request template and to be provided by Sonoma County is obtained.

2.7.3.2. *System MACDs*

- Normal:
  - Remote/On-site execution – To be completed within 10 business days of request, or per agreed to schedule, once all required information requested Dimension Data in the System MACO Request template and to be provided by Sonoma County is obtained.
- High:
  - Remote/On-site execution – To be completed within 5 business days of request (Dimension Data requires a minimum of 2 days notification for on-site MACO work), or per agreed to schedule less than 5 days, once all information requested Dimension Data in the System MACO Request template and to be provided by Sonoma County is obtained.

2.7.4. Call Handling Procedure

- Sonoma County will submit MACO requests via phone call, through web portal, or during transition via email (Dimension Data to provide email alias during transition). If a request is Urgent, County will make the request by phone.
- County will advise Dimension Data when a request is for onsite or user-based MACO support and provide the Site ID for the location requesting service. These changes are to be handled and billed in accordance with the Field Operations detailed in Section 3.
- Sonoma County will provide the information requested by Dimension Data in the User MACO Request Template or the System MACO Request Template (as applicable)..
- When System MACO service is completed, Dimension Data will invoice against the MAC O Service Retainer, documenting the engineer's time.
- If a User MACO ticket has incomplete or incorrect information Dimension Data will directly contact the County Service Desk for clarification via email or phone.
- Dimension Data will use the English language only.
- MACO Service Units is 15 minutes of service time, 1 SU = $25.

2.8. Engineering Services

Dimension Data will provide engineering services for issues which exceed four (4) hours Dimension Data will follow normal procedure for documenting the engineer's time and invoice against the Performance Assurance Retainer (PAR).

2.9. Technical Reporting

As part of "System Monitoring" (section 6.6 of this Scope of Work), a Dimension Data Proactive Engineer will:

- Work with Sonoma County's technical management responsible for critical applications and determining their monitoring requirements, critical characteristics and other 'hot spots' that require monitoring and can be monitored.
- Feed this information back into the operations center to determine that the prescribed service is delivering requirements.
- Work with the engineering support team to extend monitoring based on a request from Sonoma County, to support change control and the roll-out of new monitoring agent modifications, as required
- Work with the support services engineering team on activities in support of Sonoma County environment.
- Continually analyze the inputs from the operations center (Service Requests, Events, thresholds, service response, agents and performance reports), summarize and make technical recommendations to Sonoma County for the purpose of:
    - Guiding Sonoma County to make design and configuration changes to the IT environment for the purpose of extracting enhanced performance and maximum business benefit

- o Refining threshold settings so as to reduce the number of Events generated with a view to minimizing the load on both Sonoma County and the operations center whilst still providing key inputs to the successful management of Sonoma County environment

- Work with the Service Delivery to maintain Sonoma County's level of satisfaction with the managed service offering remains high.

2.9.1. Analysis & Reporting

As part of "System Monitoring" (section 6.6 of this Scope of Work), Dimension Data will do the following.

2.9.1.1. *Monthly Events Analysis*

Dimension Data's engineers will review the following:

- Historical events reporter for trends
- Critical threshold events history to detect frequent trends

2.9.1.2. *Recurring Events Analysis*

Dimension Data engineers will review the events summary to determine recurring events by device and location. Dimension Data will make a diagnosis on the basis of the information in the summary and notify Sonoma County of any trends, recommendations and information that may be relevant.

2.9.1.3. *Recommendations Report*

As part of the quarterly review meeting with Sonoma County, Dimension Data will provide a list of recommendations based on the above analyses. Sonoma County shall be under no obligation to approve or initiate any of the recommendations described above.

2.9.2. Notifications

As part of "System Monitoring" (section 6.6 of this Scope of Work), Dimension Data will provide Sonoma County with the following notifications:

- Initial notification - when an event has been received
- Investigation notification - notification of the Problem and incident number
- Update intervals – updates of the progress on the incident restoration
- Restoration notification - notification that the incident has been resolved
- Problem Management Debrief - review of root cause, corrective action, next steps, and timeline.

2.9.2.1. *Initial Notification*

The engineer will notify Sonoma County that an event has been received and Dimension Data is investigating the cause of the event. The multi-dimensional notification system

allows for Sonoma County notification by individual employee, type of notification (e.g. phone, email), and severity level and device type.

2.9.2.2. *Investigation Notification*

The engineer will log-in to Sonoma County's network and attempt to diagnose the nature of the Problem. He or she will be responsible for contacting the Site and determining power and equipment status. This will generally require the help of an on-site contact. Dimension Data will then notify Sonoma County of the diagnosis. Specific deliverables in this notification include the assigned Service Request number, description of the isolated Problem and indication of the party responsible for its repair.

2.9.2.3. *Update Intervals*

During the course of managing the issue to resolution, Dimension Data will provide Sonoma County with periodic update notifications. Please note that these are maximum update intervals and updates may occur more frequently, when appropriate. Conversely, when no change in status will occur within the update interval (such as if the Telco indicates that it will only be on-site in four hours to repair the Problem) the notification may be parked with agreement from Sonoma County to avoid unnecessary notifications.

2.9.2.4. *Restoration Notification*

Once the system detects that the event appears to be cleared, a resolve notification is sent confirming that the event is resolved. The event is cleared but Sonoma County will also need to approve and agree that the actual outage is resolved, ticket is closed

3. Customer Experience Testing

Dimension Data will provide the following services under Dimension Data's optional components of the Support Services for Contact Center & IP Telephony. Customer Experience Testing is automated test calling into tl"ie Unified Communication system for call assurance and into the Contact Center Enterprise System for Interactive Voice Response (IVR) assurance. The Contact Center Customer Experience Testing service addresses and reproduces end users' actual experience with the platform in real time.

County is not obligated to purchase these services, nor shall Dimension Data have any expectation of payment for services not requested or implemented.

In the event that County desires these services, payment will be made from the Contingency Funding within this Scope of Work. County acknowledges that these services are a minimum 12 month contract. These services cannot be co-termed to a contract which has less than 12 months remaining on it.

3.1. Call Assurance

This basic test monitors the availability and responsiveness of the County's systems by placing a test call as a County resident would. This test will monitor the following elements in a call over a twelve (12) month period.

- Initial Call Connectivity
- Time to Answer
- Greeting Response Time
- (TBD) Toll-Free Dialed Numbers*
    - County to provide numbers if, and when, County wishes to engage such services.

*In the event monitored numbers are not toll-free customer understands and agrees that Dimension Data will pass thru any toll charges.

3.2. Interactive Voice Response (IVR) Assurance

This testing adds on additional specific IVR steps which allows the application to test the entire path of an end customer transaction (call) to just prior to hand-off to the agent (if applicable). Testing occurs over a twelve (12) month period. In the event that the call flows require significant alterations to properly accept the testing a Professional Services engagement via PAR service, if required. Call flow changes are outside the scope of this service. Some elements which can alerted on are as follows:

- DTMF (Touch Tone) Responsiveness
- IVR Prompt Response Time
- Speech Responsiveness
- DB Look-up Response Time
- Script Result

- Call Duration
- Greeting Prompt Length
- (TBD) Toll-Free Dialed Numbers*
    - County to provide numbers if, and when, County wishes to engage such services.

*In the event monitored numbers are not toll-free customer understands and agrees that Dimension Data will pass thru any toll charges.

3.3. . Service Transition

To activate the service we need to complete the following activities:

Prerequisites Include:

- VPN connectivity must be actively in place
- An accurate detailed call flow diagram for each Dialed Number (ON) to be tested must be provided by customer.
- County needs to review and understand any potential reporting alterations which the testing may require.

Deliverables include:

- Deployment & configuration of Customer Experience tests, if requested by County
- Baseline of Warning and Critical Threshold timers associated to call responsiveness

3.4. Monitoring and Alerting

The Global Services Center (GSC) will receive alarm notifications from the testing application when thresholds or responses are not satisfied. Test calls will be generated every 15 minutes. Alerts come in (2) varieties, Warning and Critical. Below are details for the Dimension Data actions for each.

3.4.1. . Warning

This alert indicates that the application DID respond within the time allotted BUT was delayed beyond the optimum operating parameter. Dimension Data will provide an automated e-mail notification to the customer provided contact. Since this type of alert does not indicate a failure, no further action will be taken. Warnings will be noted during the Quarterly Business Review (QBR) session.

3.4.2. Critical

This alert indicates that the application either failed to respond or did not respond within the time allocated. Dimension Data will provide an automated e-mail notification to County. Because this type of alert has potentially caused end customer service issues, Dimension Data will commence further testing of this ON via a Severity 2 Incident. Critical alerts will be tracked and reported during the Quarterly Business Review (QBR) session.

3.5. Changes to Customer Experience Testing

In the event that County would like to provision additional Dialed Numbers to be monitored, Dimension Data will provide County with a Request for Change (RFC). The RFC will include all relevant information pertaining to the planning, configuration and testing of the new ON. Dimension Data will also work with County to schedule the configuration and acceptance testing of the add-on. Scheduling will be done in accordance with a format and approved change management process that is agreed upon between Dimension Data and County during the service deployment process.

4. Field Operations

Field Operations will be provided by an on-site telecommunications expert, who will provide the Technician Services and Project Services, as described below. The on-site telecommunications expert will provide such services during business hours, 8:00am – 5:00pm, Monday – Friday, excluding County holidays.

4.1. . Technician Services

- Install new cabling both data and analog, as requested. Provide certification report with pass/fail status for each connection. All cabling will be in accordance with the TIA/EIA Commercial Building Telecommunications Cabling standard.
- Break/fix support of all non-IP lines (fax, alarms, analog,) etc. including contacting carrier for troubleshooting and re-cabling.
- Maintenance and repair of all County owned outside plants for both fiber and copper.
- Troubleshooting and repairs of all existing cabling.
- Order materials for patch panels, phones, cabling, etc.
- Install and replace wireless access points.
- Installation, maintenance, and repair of outside plants including contacting carrier for troubleshooting and re-cabling. Outside plants are the physical cabling and supporting infrastructure (such as conduit, cabinets, tower or poles), and any associated hardware (such as repeaters) located between a demarcation point in a switching facility and a demarcation point in another switching center or customer premises.
- Prepare data closets including racking and stacking equipment.
- Other duties of a similar nature, as requested by County.

4.2. Project Services

- Participation on the County's behalf in meetings with County business partners or service providers.
- Attend Architect and non-Architect meetings in order to generate an estimate.
- Create project estimates for billable services requests and projects.
- Provide project status updates to customers, as requested.
- Build departmental matrixes and floor plans for Architect remodel and other projects.

4.3. Recordkeeping

For all Field Operations Services, Dimension Data will track its efforts per project, incident, problem, or service request in County's ticket management tool or a Dimension Data provided tool approved by County. Sufficient detail for all completed tickets and projects will be provided including hours worked, travel time, materials cost, technician name, work performed, and billable status. The purpose of this recordkeeping will not be to bill the County for Field Operations Services, but to allow the Information Systems Department to charge for department services according to internal County procedures.

4.4. Service Delivery

Incidents which originate with the ISO Service Desk will be routed to Field Operations via the County's incident management tool. Field Operations will meet the following service level objectives established by County's Information System Department.

PRIORITY SERVICE DELIVERY FOR INCIDENTS		Impact		
		Political Impact *	Department Impact	User Impact
		II - High: VIP Customer or high Citizen Impact	12-Medium: 2 or more users up to Department wide	13-Low: 0-1 user impact or customer acknowledges impact is low
Urgency	Ul-High: Service is provided after hours (see below for services)	I I hr response 4hr resolution	2 2 hr response 4hr resolution	2 2 hr response 4hr resolution
	U2-Medium: Service is provided during business hours only	3 I hr response 8hr resolution	4 2 hr response 8hr resolution	4 2 hr response 8hr resolution
	U3-Low: Customer acknowledges next day service or longer	5 I hr response 16hr resolution	6 2 hr response 16hr resolution	6 2 hr response 16hr resolution
	System Generated Alert Only	7	7	7

* When Incident is rated High Impact (11), Service Desk will follow up with phone call to Tier 2.
Response time = Time between IR creation and initial customer contact from Support Team.
Resolution time = Time between IR creation and IR resolution (does not include customer acceptance).

4.5. Operations

4.5.1. Offices, Storage and Furnishings

County will provide Dimension Data with adequate office space and furnishings. Dimension Data will be responsible for all office supplies and operating costs. County will provide adequate and secure storage space for Dimension Data's tools, spare parts, installation materials and equipment, as needed.

4.5.2. . Computers

County will provide computers for the provisioning of services requiring onsite personnel.

4.5.3. Vehicles

Dimension Data will be responsible for providing service vehicles and all related maintenance, gasoline, registration and insurance costs.

4.5.4. Safety

Dimension Data will be responsible for providing and assuring compliance with a comprehensive safety plan for its employees used in conjunction with this Agreement.

Dimension Data may participate in County's safety program or implement its own safety program; however, Dimension Data will not charge County for this effort. Dimension Data will supply its employees with work tools and safety equipment needed for their performance of the services within.

4.6. . Skills and Clearance

4.6.1. Background Investigation

County requires all Dimension Data employees who work on-site to submit to a background investigation, which may include but is not necessarily limited to, a background questionnaire and fingerprinting, and be subject to approval by the County Sheriff's Office prior to performing services under this Agreement.

4.6.2. Skills/Certification

Dimension Data will assure that its employees will have the adequate skill levels and/or certification to provide the support detailed in this Scope of Services. Dimension Data will provide its employees with adequate training so skills are commensurate with changing technologies.

4.7. Materials

Materials associated with special projects are estimated at $50,000 annually.

Dimension Data is a Value Added Reseller of telecommunications equipment, and subsequently for all telecommunications products purchased through Dimension Data, Dimension Data will provide materials at contractor's cost plus a fixed mark-up not to exceed 15%.

Backup invoices will be provided for all materials charged to County. Dimension Data will provide an itemized spreadsheet including date of purchase, associated ticket, quantity, unit of measure, part number, description, unit cost, total unit cost including sales tax, mark-up percentage, and total extended cost.

County will be responsible for the purchase of all telecommunications products that become part of County's equipment.

5. Contingency

Due to unforeseeable circumstances which may arise the Parties are agreeing to a contingency in the amount of $30,000.

6. Business Hours

The pricing assumes work will be undertaken during normal working hours: Monday through Friday 8:30AM to 5:30PM local time, excluding Dimension Data observed holidays. Should o work be undertaken after business hours, either at the request of, or through default on the part of Sonoma County, Dimension Data reserves the right to invoice Sonoma County for the difference between cost of effort at normal hourly rates and the cost of Dimension Data's after hours rates as defined in Section 7.3.2 Performance Assurance Retainer.

7. Rates and Billing

This price is valid until February 17, 2019 .The following tables outlines the fees applicable in this Agreement.

7.1. System Monitoring

Description	Annual Quantity	Monthly	6- Months
System Monitoring		$26,527	$159,162
Total Recurring Charges			$159,162

Table 6 - System Monitoring Costs

The table below outlines the device count used to base the System Monitoring costs. The complete detail can be found in Exhibit C - Covered Infrastructure.

Element Type	Qty
PCCE Application	32
CUCM Applications	25
Server Chassis	17
PSTN Router/Gateways	2
VXML\CVP Gateways	2
3rd Party Devices (Calabria)	10

Table 7 - Device Counts

7.2. Customer Experience Testing

County may decide to perform quality testing on selected directory numbers (DNs). In the event County chooses to do so (DNs) using Dimension Data's Customer Experience Testing services, costs are per DN. Calls will be passed through from Dimension Data to County at cost to Dimension Data. This is a twelve-month program. Testing will occur daily (96 times in a 24-hour period) for the term of the contract.

Description	Quantity	Per DN	6-Months
Optional Services – Customer Experience Test – Call Assurance	TBD	$300/DN/mo	$1,800/DN
Optional Services – Customer Experience Test – IVR Assurance	TBD	$900/DN/mo	$5,400/DN

Table 8 – Customer Experience Testing Rates

7.3. Service Retainers and Prepayment

All services provided will be classified as either MACDs, Engineering Services, or Field Operations. MACDs and Engineering Services will be billed to retainers, as specified below, and Field Operations will be billed. County will make pre-payments of $10,000 for MACO Retainer, and $10,000 for a Performance Assurance Retainer (PAR). At the time either the MACO or PAR credit balances fall below $2,500 Dimension Data will invoice

County for additional payments in $5,000 increments. Dimension Data will not be paid more than $80,000 for the twelve month period for MACO and Engineering Services. Dimension Data is not guaranteed any amount of services under this section of the agreement. Any credit balances the last month concluding this agreement will be returned to County within 30 days or applied to any open balances.

7.3.1. MACO Retainer

User MACDs are billed per service unit(s) identified in Table 5: Service Unit Consumption Matrix Service Units (SU) are 15 minutes of service time, 1 SU = $25, with a multiplier as identified in Table 5.

System MACDs are billed at actual time spent. Business hours rates are in 15 minute intervals at a rate of $100 per hour. If the work will take longer than 4 hours to complete, the Service Delivery Manager will review the request with Sonoma County to determine if the scope of work should be performed by engineering services and thus billed to the Performance Assurance Retainer (PAR).

7.3.2. Performance Assurance Retainer

Engineering Services will be charged against the Performance Assurance Retainer (PAR) Service Retainers credits at rates defined below. Dimension Data will charge County in 15-minute increments. Dimension Data will provide a monthly record of the number of tickets performed, the ticket number assigned to the request, and the associated labor hours. The rates below will be billed in .25 hour increments. "After Hours" and "Business Hours" are defined in Section 6. Business Hours.

Table 9 – Rates

Category	Business Hours (rate per hour; billed in .25 hour)	After Hours (rate per hour; billed in .25 hour)
Principal Consultant	$275	$345
Technical Consultant	$225	$285
Program Manager	$240	$290
Senior Consultant	$225	$285
Project Manager	$190	$240
Senior Engineer	$185	$235
Consultant	$185	$225
Engineer	$150	$190
Project Coordinator	$125	$160
Technician	$110	$140

7.3.3. Engineering Rates

Engineering Services will be charged to the Performance Service Retainer and Dimension Data will assign the lowest rate possible based on the task assigned.

7.4. Field Operations

For all services provided by Field Operations, County will pay a flat monthly fee of $12,083.

Task	Cost
Technician and Project Services	$72,500
6-Months of Field Operations	$72,500
Monthly Field Operations Cost	$12,083

7.5. Invoice

a) System Monitoring costs will be invoiced monthly in advance for the following month.

b) Customer Experience Testing will be invoiced monthly per tested ON.

c) For MACDs and PARs retainers, Dimension Data will issue monthly statement the first of the month, showing the increments/services units consumed for the time accumulated through the last Friday of the preceding month. All activities will be itemized and charged in quarter hour increments.

d) Field Operations will be invoiced a flat monthly rate the first of the month for the previous month.

e) Materials Costs will be invoiced based on actual charges incurred the first of the month for the previous month.

7.6. . Total Costs

For all services and incidental costs required, Dimension Data will be paid in accordance with the terms described hereunder provided, however, that total payments to Dimension Data shall not exceed $311,662.

Baseline Services	6-Months
System Monitoring (all services and functionality described in Section 2 of this Scope of Work)	$159,162
MACD Service Retainer	$20,000
Performance Assurance Retainer	$20,000
Field Operations (all services described in Section 4 of this Scope of Work)	$72,500
Materials	$25,000
Baseline Services Cost	$296,662
Contingency	$15,000
Total Costs Not To Exceed	$311,662

8. County Requirements

- County will pay for relevant manufacturer hardware and software maintenance (Calabria, Microsoft, VMware, Informacast, etc) outside the scope of this agreement.
- County will purchase Cisco SmartNet device-level technical support and hardware coverage by Cisco Technical Assistance Center (CTAC).
- County's end users will contact the ISO Service Desk. Only level 2 and level 3 support tickets will be opened with Dimension Data by Sonoma County's Service Desk. .

9. Contact Information

Dimension Data acknowledges that County's first point of contact is the ISO Services Desk.

Address	Web Site
County of Sonoma 2615 Paulin Drive Santa Rosa, CA 95403	http://www .sonomacounty.ca.gov
County Contacts	**Contact Information**
ISO Service Desk	Phone: (707) 565-2030 Email: lsd-servicedesk@sonoma-county.org
Jens Salzgeber Project Manager, Service Desk	Phone: (707) 565-3541 Email: jens.salzgeber@sonoma-county.org
Jonathan Kajeckas Project Manager	Phone: (707) 565-2456 Email: jonathan.kajeckas@sonoma-county.org
Marcus MacKay Network Analyst	Phone: (707) 565-2697 Email: marcus.mackay@sonoma-county.org
Dimension Data Contacts	**Contact Information**
Amber Beatty Client Manager	Phone: (925) 621-3121 Email: amber.beatty@dimensiondata.com
Ahmad Tabatabaie Services Architect	Phone: (949) 290-8507 Email: ahmad.tabatabaie@dimensiondata.com

Table 10 - Contact Information

Exhibit B - Change Management

1. Change Management

Extra or changed work or other changes to this scope may be authorized only by written amendment. (See section 8.0 Extra or Changed Work in the Agreement for Services.)

Change Management in this section of the scope of work pertains to technical changes to County's unified communications, contact center and Calabria environment.

Dimension Data will maintain documentation that contains information about County devices and applications, as well as instructions on County contacts for notification, escalations, and authorizations for work to be performed.

Dimension Data agrees to submit changes in accordance with County's change management process.

a) Changes will include remediation steps for applicable problem and service requests tickets.

b) All changes to County's network environment will be scheduled in advance with ISO including work performed by third party vendors.

c) Where possible, changes should be scheduled for implementation during off hours or during defined maintenance windows or periods of low activity or risk.

d) Scheduled downtime for change will be planned.

e) All previous scheduled changes will be discussed to ensure all is working as desired and County is satisfied with results.

f) All relevant documentation regarding the change will be updated and provided to County.

1.1. Approval

Changes will not be implemented without County's approval.

1.2. County's Access to Core Network Components

ISO shall have administrator level access to unified communications, contact center, and Calabria network components on the ISO cluster.

ISO will provide SNMP Read Only access to network routers and switches for Dimension Data for the purpose of monitoring and troubleshooting. County reserves the right to deny access to any equipment depending on the sensitivity of the customer/agency involved.

ISO will continue to use its own network management system in parallel with Dimension Data's tools.

Exhibit C – Covered Infrastructure

Site Name	Equipment Type	Monitored Element Category	Device/Module	Host Name
HSD Administration	Cisco UCS C-Series Server Chassis	Server Chassis	Cisco UCS C260M2	noc-cimc1
HSD Administration	Cisco UCS C-Series Server Chassis	Server Chassis	Cisco UCS C220M3	noc-cimc2
HSD Administration	Cisco UCS C-Series Server Chassis	Server Chassis	Cisco UCS C220M3	noc-cimc3
HSD Administration	Cisco UCS C-Series Server Chassis	Server Chassis	Cisco UCS C220M3	noc-cimc4
HSD EASC	Cisco UCS C-Series Server Chassis	Server Chassis	Cisco UCS C260M2	med-cimc1
HSD EASC	Cisco UCS C-Series Server Chassis	Server Chassis	Cisco UCS C220M3	med-cimc2
HSD EASC	Cisco UCS C-Series Server Chassis	Server Chassis	Cisco UCS C220M3	med-cimc3
HSD EASC	Cisco UCS C-Series Server Chassis	Server Chassis	Cisco UCS C220M3	med-cimc4
HSD EASC	Cisco UCS C-Series Server Chassis	Server Chassis	Cisco UCS C240M3	med-cimc5
HSD Administration	Cisco Type 2 Router (PSTN Gateway)	PSTN Gateway	Cisco 2951	noc-cube1
HSD EASC	Cisco Type 2 Router (PSTN Gateway)	PSTN Gateway	Cisco 2951	med-cube1
HSD Administration	Cisco Unified Communications Manager Server (CUCM)	CUCM Application	VM	noc-ccmpub
HSD Administration	Cisco Unified Communications Manager Server (CUCM)	CUCM Application	VM	noc-ccmsub1
HSD Administration	Cisco Unified Communications Manager Server (CUCM)	CUCM Application	VM	noc-ccmsub2
HSD EASC	Cisco Unified Communications Manager Server (CUCM)	CUCM Application	VM	med-ccmsub3
HSD EASC	Cisco Unified Communications Manager Server (CUCM)	CUCM Application	VM	med-ccmsub4
HSD Administration	Cisco Unity Connection Server (CUXN)	CUCM Application	VM	noc-cucpub
HSD EASC	Cisco Unity Connection Server (CUXN)	CUCM Application	VM	med-cucsub
HSD Administration	Cisco Unified Intelligence Center Server (CUIC)	PCCE Application	VM	noc-cuic1
HSD EASC	Cisco Unified Intelligence Center Server (CUIC)	PCCE Application	VM	med-cuic2
HSD Administration	Packaged Contact Center Enterprise Server (PCCE)	PCCE Application	VM	noc-ccecsa
HSD Administration	Packaged Contact Center Enterprise Server (PCCE)	PCCE Application	VM	noc-ccedsa
HSD Administration	Packaged Contact Center Enterprise Server (PCCE)	PCCE Application	VM	noc-ccehds1
HSD EASC	Packaged Contact Center Enterprise Server (PCCE)	PCCE Application	VM	med-ccecsa
HSD EASC	Packaged Contact Center Enterprise Server (PCCE)	PCCE Application	VM	med-ccedsa
HSD EASC	Packaged Contact Center Enterprise Server (PCCE)	PCCE Application	VM	med-ccehds2
HSD Administration	Packaged Contact Center Enterprise Server (PCCE)	PCCE Application	VM	noc-cvp1a
HSD Administration	Packaged Contact Center Enterprise Server (PCCE)	PCCE Application	VM	noc-cvp2a
HSD Administration	Packaged Contact Center Enterprise Server (PCCE)	PCCE Application	VM	noc-cvpops
HSD EASC	Packaged Contact Center Enterprise Server (PCCE)	PCCE Application	VM	med-cvp1b
HSD EASC	Packaged Contact Center Enterprise Server (PCCE)	PCCE Application	VM	med-cvp2b
HSD EASC	Packaged Contact Center Enterprise Server (PCCE)	PCCE Application	VM	med-cvprpt
HSD Administration	Cisco Emergency Responder Server (CER)	CUCM Application	VM	noc-cerpub
HSD EASC	Cisco Emergency Responder Server (CER)	CUCM Application	VM	med-cersub
HSD Administration	Cisco Finesse Server	PCCE Application	VM	noc-finesse1
HSD EASC	Cisco Finesse Server	PCCE Application	VM	med-finesse2
HSD Administration	Cisco IM & Presence Server (IM&P)	CUCM Application	VM	noc-imppub
HSD EASC	Cisco IM & Presence Server (IM&P)	CUCM Application	VM	med-impsub1
HSD Administration	Calabria Quality Management Server	Calabrio	VM	noc-qmbase
HSD EASC	Calabria Quality Management Server	Calabria	VM	med-qmsql
HSD EASC	Calabria Compliance Recording Server	Calabria	VM	med-qmrecord
HSD EASC	Calabria Quality Management Server	Calabria	VM	med-qmcti
HSD EASC	Calabria Workforce Management Server	Calabria	VM	med-wfmsql
HSD EASC	Calabria Workforce Management Server	Calabrio	VM	med-wfmbase
County - ISO	Cisco UCS C-Series Server Chassis	Server Chassis	Cisco UCS C260M2	s-wisduccimc1 a

County - ISO	Cisco UCS C-Series Server Chassis	Server Chassis	Cisco UCS C240M3	s-wisduccimc2a
County - ISO	Cisco UCS C-Series Server Chassis	Server Chassis	Cisco UCS C240M3	s-wisduccimc3a
County - ISO	Cisco UCS C-Series Ser:ver Chassis	Server Chassis	Cisco UCS C220M3	s-wisduccimc4a
County - Sheriff	Cisco UCS C-Series Server Chassis	Server Chassis	Cisco UCS C260M2	s-wshfuccimc1 b
County - Sheriff	Cisco UCS C-Series Server Chassis	Server Chassis	Cisco UCS C240M3	s-wshfuccimc2b
County - Sheriff	Cisco UCS C-Series Server Chassis	Server Chassis	Cisco UCS C240M3	s-wshfuccimc3b
County - Sheriff	Cisco UCS C-Series Server Chassis	Server Chassis	Cisco UCS C220M3	s-wshfuccimc4b
County - ISO	Cisco Type 2 Router (PSTN Gateway)	VXML\CVP Gateway	Cisco 3945	isd-pstn-gw
County	Cisco Type 2 Router (PSTN Gateway)	VXML\CVP Gateway	Cisco 3945	sheriff-pstn-gw
County - ISO	Cisco Unified Communications Manager Server (CUCM)	CUCM Application	VM	s-wisdccmpub
County - ISO	Cisco Unified Communications Manager Server (CUCM)	CUCM Application	VM	s-wisdccmsub1
County - ISO	Cisco Unified Communications Manager Server (CUCM)	CUCM Application	VM	s-wisdccmsub2
County - ISO	Cisco Unified Communications Manager Server (CUCM)	CUCM Application	VM	s-wisdccmsub3
County - ISO	Cisco Unified Communications Manager Server (CUCM)	CUCM Application	VM	s-wisdccmtftp1
County - Sheriff	Cisco Unified Communications Manager Server (CUCM)	CUCM Application	VM	s-wshfccmsub5
County - Sheriff	Cisco Unified Communications Manager Server (CUCM)	CUCM Application	VM	s-wshfccmsub6
County - Sheriff	Cisco Unified Communications Manager Server (CUCM)	CUCM Application	VM	s-wshfccmsub7
County - Sheriff	Cisco Unified Communications Manager Server (CUCM)	CUCM Application	VM	s-wshfccmtftp2
County - ISO	Cisco Unified Intelligence Center Server (CUIC)	PCCE Application	VM	s-wisdcuic1
County - Sheriff	Cisco Unified Intelligence Center Server (CUIC)	PCCE Application	VM	s-wshfcuic2
County - ISO	Packaged Contact Center Enterprise Server (PCCE)	PCCE Application	VM	s-wisdccecsa
County - ISO	Packaged Contact Center Enterprise Server (PCCE)	PCCE Application	VM	s-wisdccedsa
County - ISO	Packaged Contact Center Enterprise Server (PCCE)	PCCE Application	VM	s-wisdccehds 1
County - Sheriff	Packaged Contact Center Enterprise Server (PCCE)	PCCE Application	VM	s-wshfccecsb
County - Sheriff	Packaged Contact Center Enterprise Server (PCCE)	PCCE Application	VM	s-wshfccedsb
County - Sheriff	Packaged Contact Center Enterprise Server (PCCE)	PCCE Application	VM	s-wshfccehds2
County - ISO	Customer Voice Portal Server (CVP)	PCCE Application	VM	s-wisdcvp1a
County - ISO	Customer Voice Portal Server (CVP)	PCCE Application	VM	s-wisdcvp2a
County - ISO	Customer Voice Portal Server (CVP)	PCCE Application	VM	s-wisdcvpoamp
County - Sheriff	Customer Voice Portal Server (CVP)	PCCE Application	VM	s-wshfcvp1 b
County - Sheriff	Customer Voice Portal Server (CVP)	PCCE Application	VM	s-wshfcvp2b
County - Sheriff	Customer Voice Portal Server (CVP)	PCCE Application	VM	s-wshfcvprpt
County - ISO	Cisco IM & Presence Server (IM&P)	CUCM Application	VM	s-wisdimppub
County - Sheriff	Cisco IM & Presence Server (IM&P)	CUCM Application	VM	s-wshfimpsub1
County - ISO	Cisco Enterprise License Manager (ELM)	CUCM Application	VM	s-wisdelm
County - ISO	Cisco Emergency Responder Server (GER)	CUCM Application	VM	s-wisdcerpub
County - Sheriff	Cisco Emergency Responder Server (GER)	CUCM Application	VM	s-wshfcersub
County - ISO	Cisco Finesse Server	PCCE Application	VM	s-wisdfinesse 1
County - Sheriff	Cisco Finesse Server	PCCE Application	VM	s-wshffinesse2
County - ISO	Calabria Quality Management Server	Calabria	VM	s-wisdqmbase
County - Sheriff	Calabria Workforce Management Server	Calabria	VM	s-wshfqmsql
County - ISO	Calabria Compliance Recording Server	Calabria	VM	s-wisdqmrecord
County - Sheriff	Calabria Quality Management Server	Calabria	VM	s-wshfqmcti

Exhibit D

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County. Any requirement for Contractor to maintain insurance after completion of the Work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. **Workers Compensation and Employers Liability Insurance**
   - **a.** Required if Contractor has employees as defined by the Labor Code of the State of California.
   - **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   - **c.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   - **d.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
   - **e.** *Required Evidence of Insurance*:
     - **i.** Subrogation waiver endorsement; and
     - **ii.** Certificate of Insurance.

   If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by

County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

d. Insurance shall be continued for one (1) year after completion of the Work.

e. County of Sonoma, its Officers, Agents and Employees, Attention Information Services Department, 2615 Paulin Dr., Santa Rosa, CA 95403 shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the Work under this Agreement.

f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.

i. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.

j. *Required Evidence of Insurance*:

- **i.** Copy of the additional insured endorsement or policy language granting additional insured status; and
- **ii.** Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. Documentation

a. The Certificate of Insurance must include the following reference: Managed Services-Communications Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County as specified in Sections 1 – 3 above.

b. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees, Attention Information Services

Department, 2615 Paulin Dr., Santa Rosa, CA 95403.

c. Contractor shall submit required Evidence of Insurance for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

e. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

6. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 33
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 14, 2018	**Vote Requirement:** Majority
Department or Agency Name(s): Permit Sonoma	
Staff Name and Phone Number:	**Supervisorial District(s):**
Jennifer Faso (707) 565-1683	Districts 4 and 5

Title: Grant Deed of Agricultural Easement and Covenant, Farm Family Housing; ZPE17-0435

Recommended Actions:

Authorize the Chair of the Board of Supervisors to execute a Deed of Agricultural Easement and Covenant to allow one detached farm family dwelling unit on property located at 7013 Westside Road, Healdsburg, APN: 110-240-039.

Executive Summary:

The 34.3 acre subject parcel is zoned Land Intensive Agriculture and is developed with a winery (UPE09-0026), 10 acre vineyard, 5,000 square foot primary single family dwelling and other supportive agricultural uses. The subject parcel is currently in compliance with the existing Land Conservation Contract and will continue to be so with the addition of the farm family dwelling. The proposed 1,287 square foot farm family unit will be located within the winery building which is currently under construction. The farm family unit will have its own separate entrance and will function separately from the winery. The farm family unit will be occupied by the vineyard manager.

Staff recommends that the Board authorize the Chair of the Board of Supervisors to execute a Deed of Agricultural Easement and Covenant to allow for one detached farm family dwelling unit on a parcel zoned Land Intensive Agriculture and subject to a Williamson Act Land Conservation Contract.

Discussion:

To satisfy the stipulations of the Grand Deed of Agricultural Easement and Covent, the following requirements must be met:

1) An agricultural easement having a term equal to the useful life of the structure, but in no event less than twenty (20) years shall be offered to the county at the time of application.

2) A covenant shall be recorded, in a form satisfactory to county counsel, which acknowledges that, in the event that the agricultural use is terminated on the property, the farm family shall become a nonconforming residential use.

A farm family dwelling unit is defined as an additional single-family dwelling incidental to the main dwelling in terms of size, location and architecture which is not leased, rented, or sub-rented separately from the main dwelling nor divided by sale, and which is inhabited by a member of the farm operator's family.

The proposed request is consistent with the requirements above and a Grant Deed of Agricultural Easement and Covenant (Farm Family Housing) has been prepared for the request. The easement will cover the whole property. A farm family unit is considered a compatible use as described in the County's Agricultural Preserves and Farmland Security Zones Uniform Rules for contracted lands.

Staff Recommendation:
Staff recommends the Board authorize the Chair of the Board of Supervisors to execute a Deed of Agricultural Easement and Covenant to allow one farm family dwelling unit.

None

Goal 2: Economic and Environmental Stewardship

The provision of the farm family units helps sustain agriculture and agricultural business while providing affordable housing for the farm family members.

Fiscal Summary			
Expenditures	**FY 17-18 Adopted**	**FY 18-19 Projected**	**FY 19-20 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

None.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Attachment A: Proposal Statement
Attachment B: Site Plan

Related Items "On File" with the Clerk of the Board:

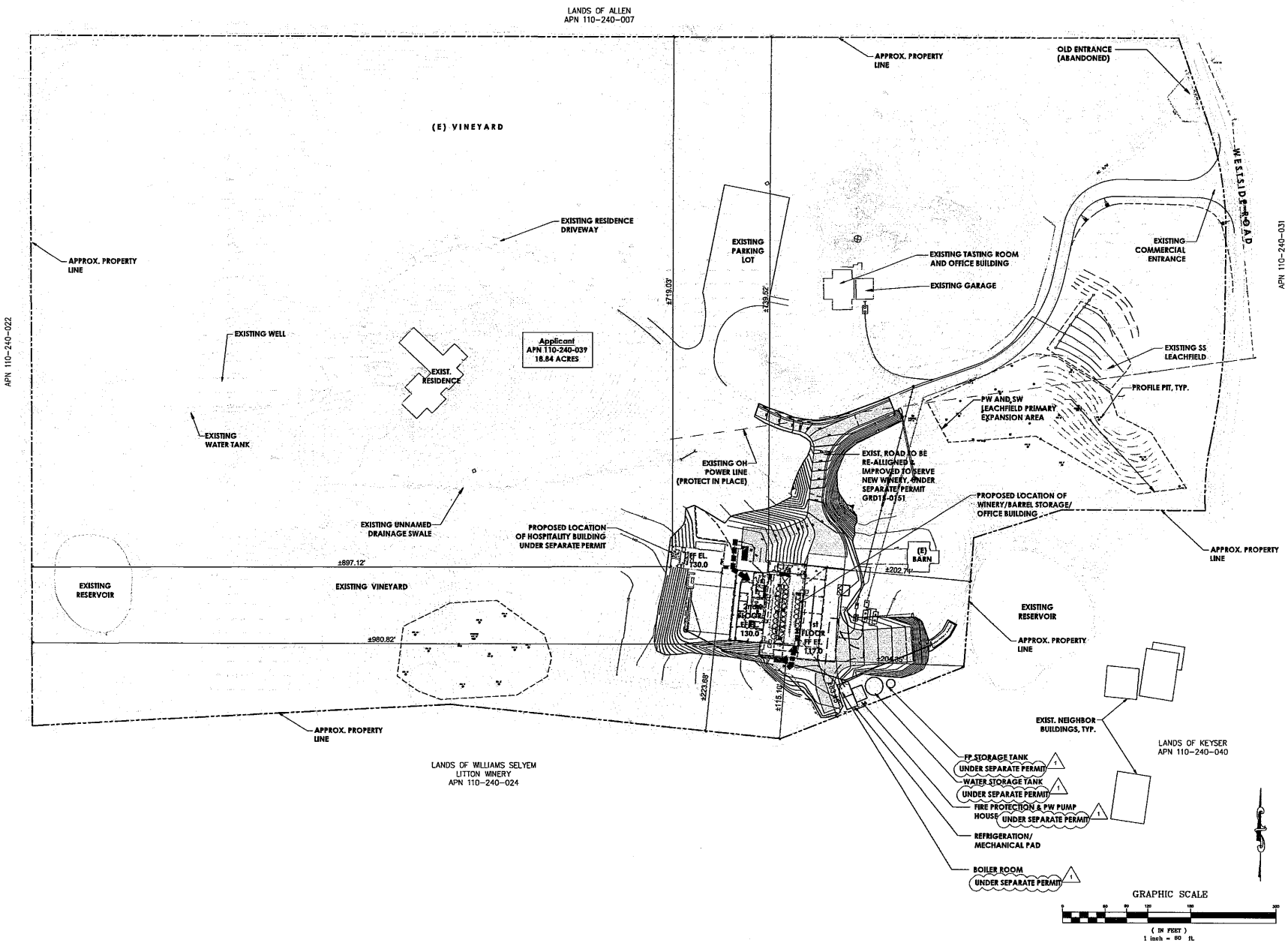
Original Grant Deed of Agricultural Easement and Covenant.

Arista Wines
Proposed Farm Family Dwelling Unit
7013 Westside Road
Healdsburg, CA 95448
APN: 110-240-039

Request for a Zoning Permit for a Farm Family Dwelling Unit to consist of a 1,287 square foot dwelling unit on the third floor of an existing winery building (7011 Westside Road). This unit will have its own, separate entrance from that of the winery.

The subject parcel is 34.3 acres and is zoned LIA (Land Intensive Agriculture), B6-60 acre density, F2, SR, VOH. A Williamson Act Type I contract is in effect and there is approximately 10+/- acres planted in Pinot Noir and Chardonnay vineyards.

UPE09-0026 was previously approved for a winery on the property that is currently under construction. Design Review for this building was approved under ADR16-0004. The approved building plans will not change the exterior of the building. The only changes needed to convert this storage space into a Farm Family Dwelling are interior.



SMA

Steve Martin Associates, Inc.

NORTHERN CALIFORNIA:
130 S. Main Street, Ste. 201
Sebastopol, CA 95472
(707) 824-9730
Fax (707) 824-9707

CENTRAL COAST:
606 Alamo Pintada Rd.
Suite 3-221
Solvang, CA 93463
(805) 541-9730

www.SMAssociates.net

REGISTERED PROFESSIONAL ENGINEER
STEVEN M. MARTIN
No. 49390
EXP. 9-30-18
CIVIL
STATE OF CALIFORNIA

CONSTRUCTION DRAWINGS

OVERALL SITE PLAN

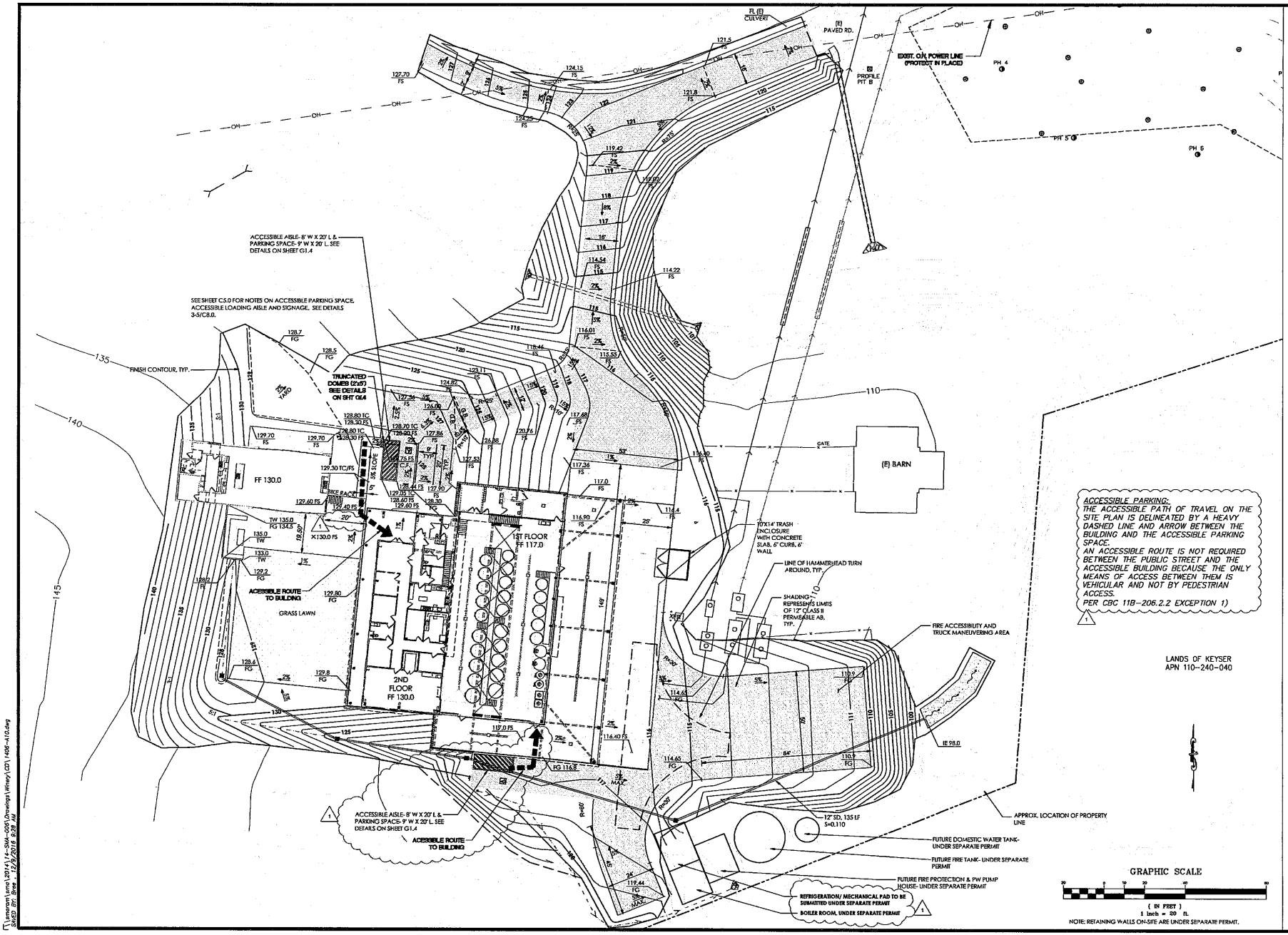
Arista Winery
New Winery Facility
7015 Westside Road
Healdsburg, CA 95448
APN: 110-240-039

REVISIONS

	DATE	DESCRIPTION
1	12.09.16	PLAN CHECK COMMENTS

JOB NO. SMA 2014006
DATE SEPTEMBER 22, 2015
DRAWN BREE CHKD SM
FILE NO. 1406-A10
SHEET
A1.0

Attachment B



SMA

Steve Martin Associates, Inc.

NORTHERN CALIFORNIA:
130 S. Main Street, Ste. 201
Sebastopol, CA 95472
(707) 824-9730
Fax (707) 824-9707

CENTRAL COAST
606 Alamo Pintada Rd.
Suite 3-221
Solvang, CA 93463
(805) 541-9730

www.SMAssociates.net

REGISTERED PROFESSIONAL ENGINEER STEVEN M. MARTIN No. 49390 Exp. 6-30-18 CIVIL STATE OF CALIFORNIA

CONSTRUCTION DRAWINGS

ENLARGED SITE PLAN

Arista Winery
New Winery Facility
7015 Westside Road
Healdsburg, CA 95448
APN: 110-240-039

REVISIONS

	DATE	DESCRIPTION
1	12.09.16	PLAN CHECK COMMENTS

JOB NO. SMA 2014006
DATE SEPTEMBER 22, 2015
DRAWN cM CHKD SM
FILE NO. 1406-A10
SHEET

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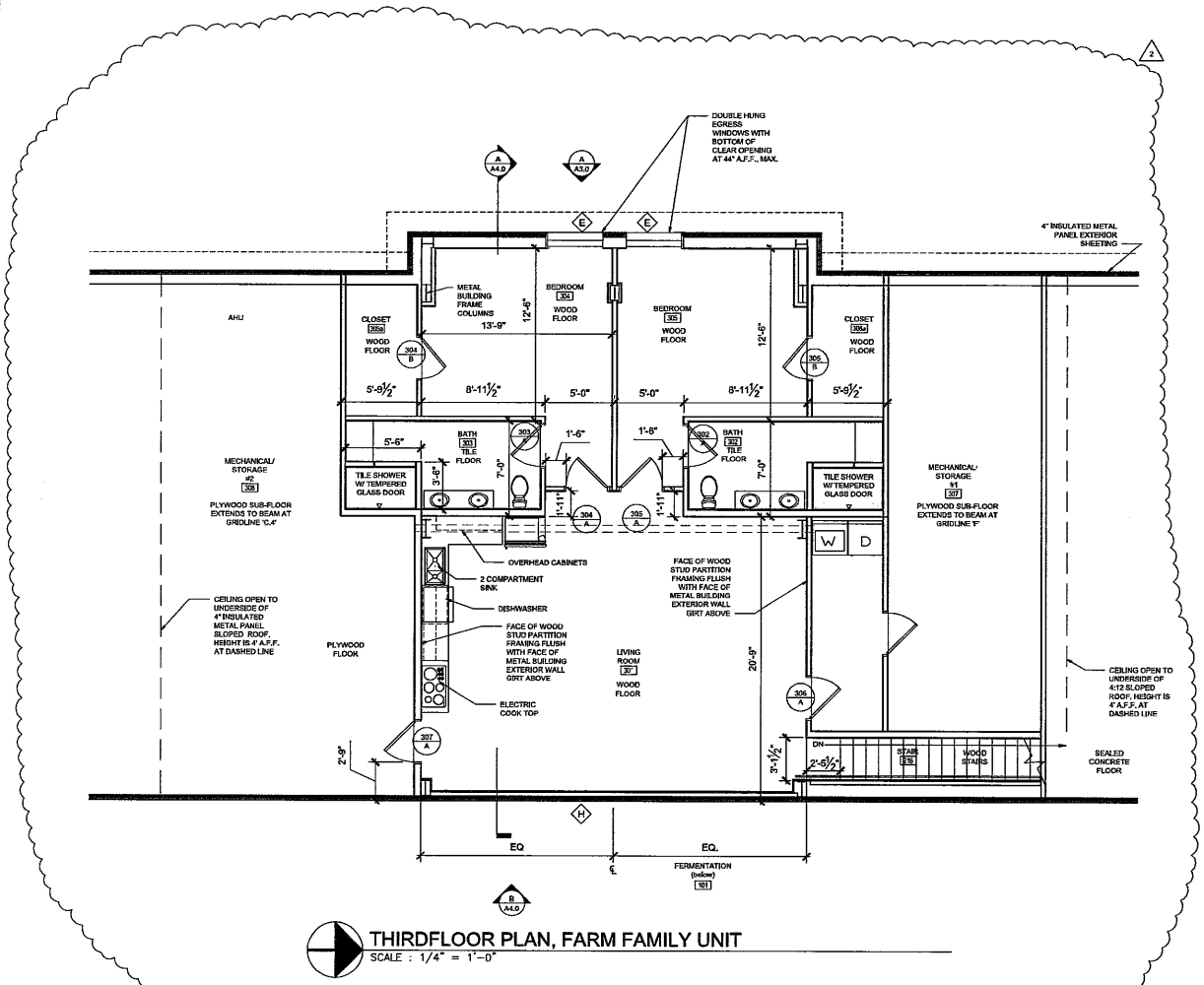
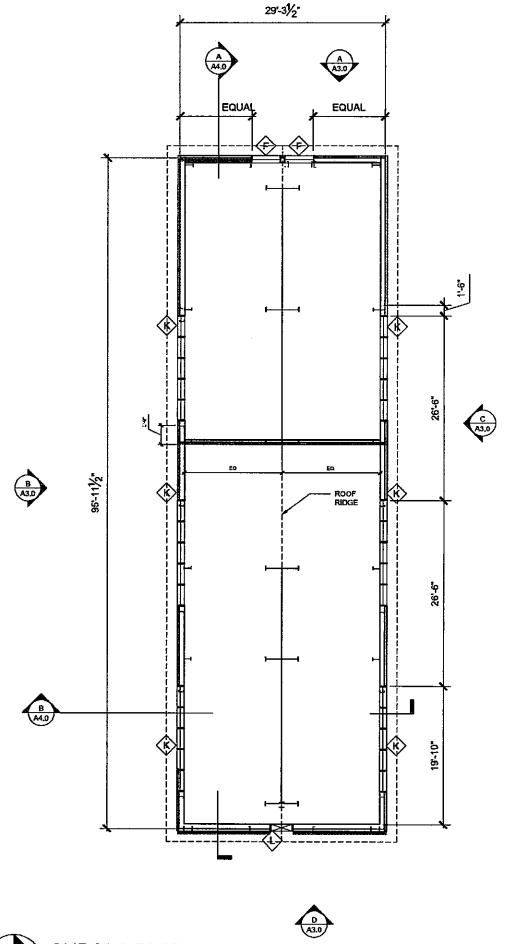


THIRDFLOOR PLAN, FARM FAMILY UNIT

SCALE : 1/4" = 1'-0"

SHEET NOTES:

1. DENSGLASS WATER RESISTANT BACKERBOARD AT BATHROOMS. TYP.
2. SEE DOOR AND WINDOW SCHEDULE ON SHEET A6.0
3. SEE WALL TYPE KEYPLAN AND DETAILS ON SHEET A8.0
4. REVISION 2 SUMMARY: PARTITIONS AND FIXTURES ADDED FOR USE AS FARM FAMILY UNIT



CUPOLA PLAN

SCALE : 1/8" = 1'-0"

SMA
Steve Martin Associates, Inc.
NORTHERN CALIFORNIA:
130 S. Main Street, Ste. 201
Sebastopol, CA 95472
(707) 824-9730
Fax (707) 824-9707
CENTRAL COAST:
606 Alamo Pintada Rd.
Suite 3-221
Solvang, CA 93463
(805) 541-9730
www.SMAssociates.net

REGISTERED PROFESSIONAL ENGINEER STEVEN M. MARTIN No. 49390 EXP. 9-30-18 CIVIL STATE OF CALIFORNIA

CONSTRUCTION DRAWINGS

FARM FAMILY UNIT
THIRD FLOOR PLAN

Arista Winery
New Winery Facility
7011 and 7013 Westside Road
Healdsburg, CA 95448
APN: 110-240-039

REVISIONS

	DATE	DESCRIPTION
1	12.09.16	PLAN CHECK COMMENTS
2	10.31.17	3rd Floor farm family unit added. Owner changes

JOB NO. SMA 2014006
DATE SEPTEMBER 22, 2015
DRAWN BREE
FILE NO. 1406-A22
SHEET
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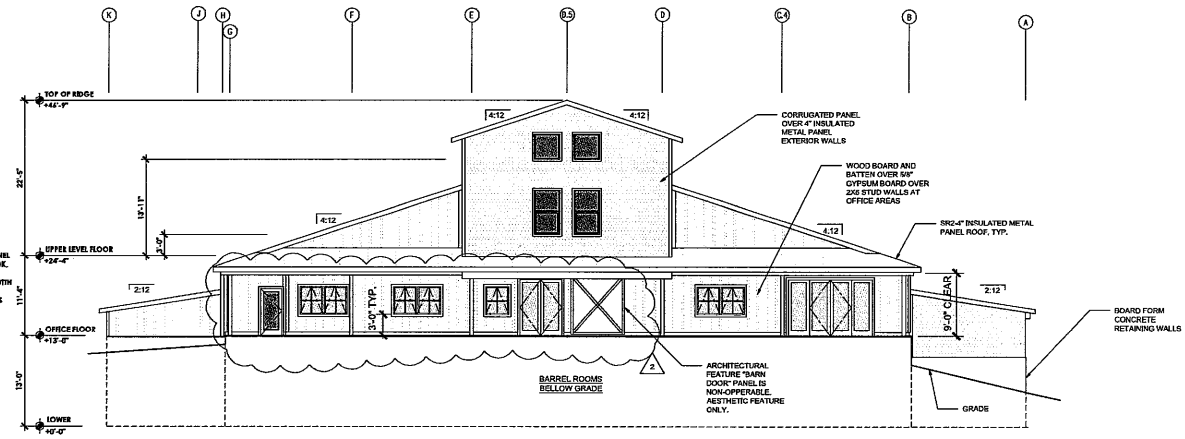
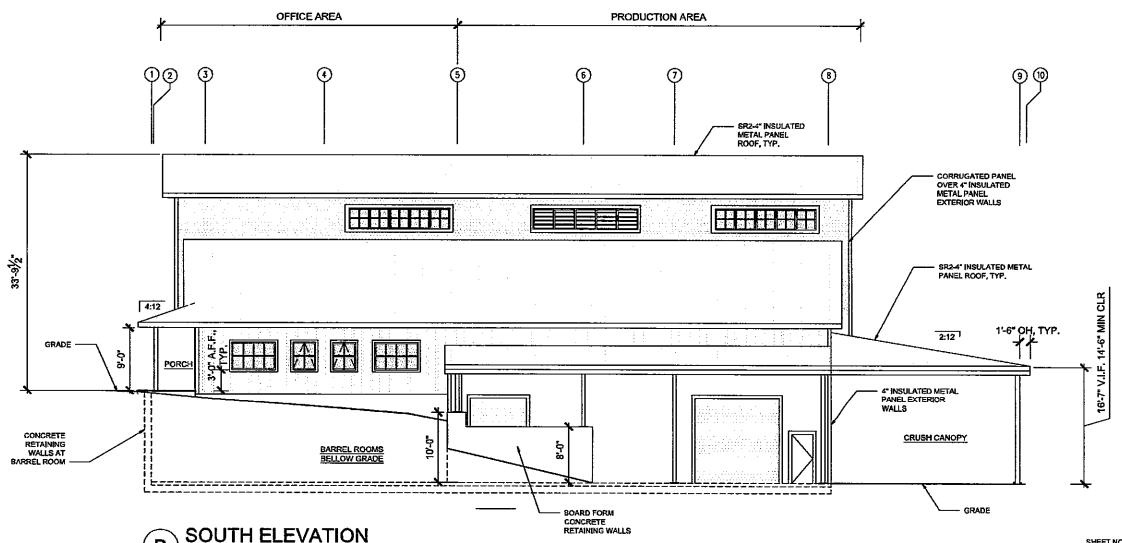
TYP. EXTERIOR ELEVATIONS:
ROOFING: NON-COMBUSTIBLE INSULATED METAL PANEL WITH STANDING SEAM LOOK, COLOR TBD
SIDING: NON-COMBUSTIBLE INSULATED METAL PANEL SIDING AT OFFICE WALLS: BOARD AND BATT LOOK, COLOR TBD
DOOR AND WINDOWS: ALUM CLAD COLOR TBD, WITH WOOD INTERIOR, SIERRA PACIFIC OR EQUAL
POSTS: CEDAR WOOD POST WITH CONCRETE BASES



A WEST ELEVATION
SCALE : 1/8" = 1'-0"



B SOUTH ELEVATION
SCALE : 1/8" = 1'-0"

SHEET NOTES:

1. REVISION 2 SUMMARY: WEST ELEVATION WITH OPENINGS LOCATION REVISIONS PER OWNER CHANGES TO FLOOR PLANS 2

SMA
Steve Martin Associates, Inc.
NORTHERN CALIFORNIA
130 S. Main Street, Ste. 201
Sebastopol, CA 95472
(707) 824-9730
Fax (707) 824-9707
CENTRAL COAST
606 Alamo Pintada Rd.
Suite 3-221
Solvang, CA 93463
(805) 541-9730
www.SMAssociates.net

REGISTERED PROFESSIONAL ENGINEER STEVEN M. MARTIN No. 49590 EXP. 9-30-18 CIVIL STATE OF CALIFORNIA

CONSTRUCTION CHANGE DIRECTIVE EXTERIOR ELEVATIONS WINDOW SILLS REVISED TO 36" A.F.F.

Arista Winery
New Winery Facility
7011 and 7013 Westside Road
Healdsburg, CA 95448
APN: 110-240-039

REVISIONS

	DATE	DESCRIPTION
1	12.09.16	PLAN CHECK COMMENTS
2	10.31.17	3rd floor form family unit added, Owner changes

JOB NO. SMA 2014006
DATE SEPTEMBER 22, 2015
DRAWN BREE
FILE NO. 1406-A30
SHEET
A3.0
BLD16-4355

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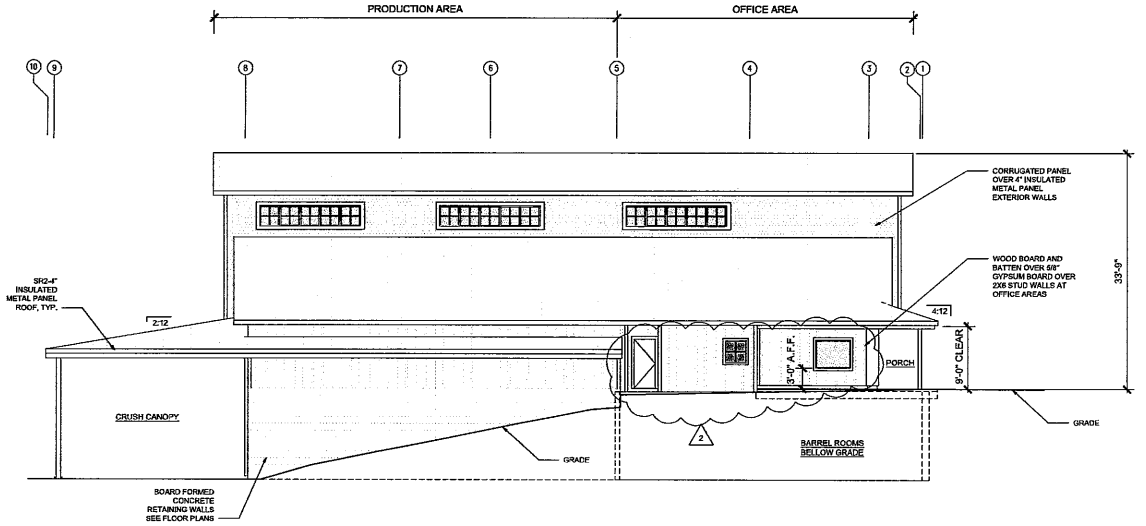
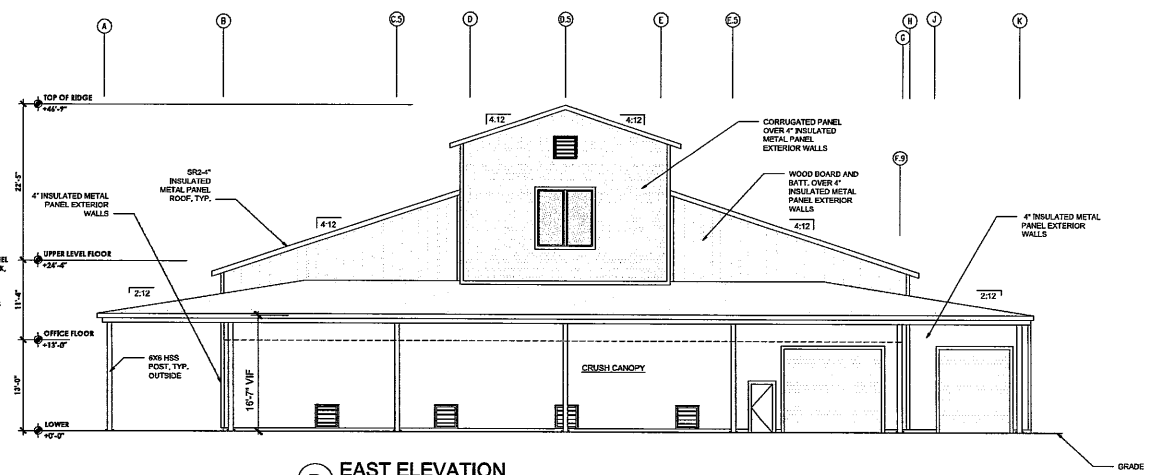


C NORTH ELEVATION
SCALE : 1/8" = 1'-0"



TYP. EXTERIOR ELEVATIONS:
ROOFING: NON-COMBUSTIBLE INSULATED METAL PANEL WITH STANDING SEAM LOOK, COLOR TBD
SIDING: NON-COMBUSTIBLE INSULATED METAL PANEL SIDEING AT OFFICE WALLS: BOARD AND BATT LOOK, COLOR TBD
DOOR AND WINDOWS: ALUM CLAD COLOR TBD, WITH WOOD INTERIOR, SIERRA PACIFIC OR EQUAL
POSTS: CEDAR WOOD POST WITH CONCRETE BASES

D EAST ELEVATION
SCALE : 1/8" = 1'-0"

SHEET NOTES

1. REVISION 2 SUMMARY
NORTH ELEVATION WITH OPENINGS LOCATION REVISIONS PER OWNER CHANGES TO FLOOR PLANS

SMA
Steve Martin Associates, Inc.
NORTHERN CALIFORNIA:
130 S. Main Street, Ste. 201
Sebastopol, CA 95472
(707) 824-9730
Fax (707) 824-9707
CENTRAL COAST:
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REGISTERED PROFESSIONAL ENGINEER
STEVEN N. MARTIN
No. 49590
EXP. 9-30-18
CIVIL
STATE OF CALIFORNIA

CONSTRUCTION CHANGE DIRECTIVE
EXTERIOR ELEVATIONS WINDOW SILLS REVISED TO 36" A.F.F.

Arista Winery
New Winery Facility
7011 and 7013 Westside Road
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REVISIONS

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JOB NO. SMA 2014006
DATE SEPTEMBER 22, 2015
DRAWN BREE
FILE NO. 1406-A30
SHEET
A3.1
BLD16-4355

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County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 34
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: August 14, 2018

Vote Requirement: Majority

Department or Agency Name(s): Probation and Human Services

Staff Name and Phone Number:

David Koch, 565-2732
Karen Fies, 565-6990

Supervisorial District(s):

Title: 2018 Combined Fund Drive

Recommended Actions:

Recognize the 2018 County of Sonoma Combined Fund Drive leadership team, chair, David Koch, Probation, and co-chair, Karen Fies, Human Services, and delegate authority to the chairs to conduct the 2018 Fund Drive in partnership with the United Way of the Wine County; approve up to $5,500 in General Fund to cover the Fund Drive expenses; and delegate authority for the Fund Drive Chair to sign the Memorandum of Understanding with United Way of the Wine Country for the administration of the Fund Drive through March 29, 2019.

Executive Summary:

The United Way Combined Fund Drive Steering Committee requests the Board's approval to conduct the 28th Annual Combined Fund Drive in partnership with the United Way of the Wine Country. The annual Fund Drive theme for 2018 is "Laissez les Bon Temps Rouler!" (Let the Good Times Roll!)

A $5,500 budget is requested to cover the costs associated with campaign activities, which include the cost of the campaign lunch and incentives, communication costs, etc. The United Way of the Wine Country administers the fund drive and campaign contributions through a Memorandum of Understanding, which includes administrative activities such as the campaign enrollment process and system, collection of payroll deductions, anonymous distribution of donations, reporting, etc.

Discussion:

Last year's theme, "Make Hope Happen – Give, Act, Volunteer, Engage," included original artwork by County employees incorporated into the marketing of the campaign. The campaign also featured a Cake Off competition to close the campaign. The 2017 Fund Drive Campaign raised $ 274,379 for over 350 different non-profits throughout the County.

Last year the following non-profits received the largest contributions from the campaign:

Name	2017 Amount
United Way of the Wine Country	$56,959
America's Best Local Charities	$34,673
Sonoma County Family of Funds	$26,871
Redwood Empire Food Bank	$16,264
Community Health Charities	$12,361
EarthShare California	$10,326
Social Advocates for Youth	$3,869
Code Blue c/o Catholic Charities	$3,705
Pacific Northwest US Lifesaving Assoc.	$3,520
The Living Room Center, Inc.	$3,174

The 2018 Combined Fund Drive will run from September 17, 2018 through October 31, 2018. The campaign goal is to raise at least $300,000. The Fund Drive will include a BBQ campaign drive lunch, a "Bon Temps" Tricycle Race, an active communication strategy, and campaign incentives.

An enthusiastic and committed steering committee and group of departmental campaign leaders and excellent partnership with the United Way are the lifeblood of the Fund Drive, and knowing the generosity of Sonoma County employees and retirees, 2018 promises to be a success.

Prior Board Actions:

The Board has approved County participation in the Combined Fund Drive each year since 1990.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	5,500		
Additional Appropriation Requested			
Total Expenditures	**5,500**	**0**	**0**
Funding Sources			
General Fund/WA GF	5,500		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	**5,500**	**0**	**0**

Narrative Explanation of Fiscal Impacts:

The Combined Fund Drive Steering Committee's Fiscal Year 2018-19 budget is $5,500. It's included in the Non-Departmental budget and is used to cover expenses associated with the kick-up event, marketing and outreach, and incentives.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Memorandum of Understanding

Related Items "On File" with the Clerk of the Board:

None

United Way of the Wine Country

Memorandum of Understanding
United Way of the Wine Country, County of Sonoma Employees, & County of Sonoma Retired Employees

The County of Sonoma and United Way of the Wine Country (UWWC) agree:

Pursuant to County of Sonoma's Employee Fund Drive Policy, United Way of the Wine Country will be the Principal Combined Fund Drive Agency (PCFDA).

This plan for the 2018 Combined Fund Drive is to establish payroll deductions and other donation types from the salaries/wages of County of Sonoma officers and employees and County of Sonoma Retired Employees for the year beginning January 1, 2019.

PCFD Agency Name:	United Way of the Wine Country
Contact Person:	Jennifer O'Donnell, Interim President/CEO
Address:	975 Corporate Center Pkwy., Suite 160 Santa Rosa, CA 95407
Telephone & Email:	(707) 528-4485 xt. 110; Jennifer.odonnell@unitedwaywinecountry.org

UWWC further agrees:

To conduct an annual fundraising campaign with the goal of representing all federations equally.

That the percentage of fundraising and administrative costs to be charged in the 2018 Combined Fund Drive by the PCFDA to affiliated and nonaffiliated organizations is 12%.

To include the following statement on the paper pledge form and electronic pledging: "If paying by check, please make your check payable to County of Sonoma Employee Combined Fund Drive".

To pay out to all Agencies and Federations and coordinate their participation in the Combined Fund Drive campaign.

Agency/federation distributions will occur as follows: Designations made to agencies are sent in addition to any existing program funding provided by United Way. United Way does not pay the designated agency until the donor's pledge payment is received by United Way. Once United Way receives payments on pledges to a designated agency, we pay the designated agency quarterly (i.e. July, October, January, & April). Donor names and gift details are forwarded to designated agencies unless the donor chooses to remain anonymous.

The boundary of the area where this federation normally solicits public contributions is Sonoma, Mendocino, Lake, Humboldt, and Del Norte counties.

We hereby certify under penalty of perjury that our organization is in compliance with the provisions of the Fair Employment Practice Act, Part 4.5 (commencing with Section 1410) of Division 2 of the Labor Code.

To solicit contributions for the Combined Fund Drive and to not make public or distribute donor information. Donor information will be shared with nonprofit agencies and federations receiving donor designations unless otherwise specified by the donor.

To provide an electronic version of the agency guide to the County of Sonoma Campaign Committee and provide other campaign materials to be disbursed to County Employee Campaign Leaders and employees during the fund drive as needed. The guide will list charitable organizations along with their contact information.

To provide an electronic pledging website on which the County of Sonoma officers and employees may designate contributions to federations and nonprofit agencies.

United Way of the Wine Country

Memorandum of Understanding
United Way of the Wine Country, County of Sonoma Employees, & County of Sonoma Retired Employees

To provide a printable electronic copy of a form on which County of Sonoma employees/retirees without access to the internet can designate contributions to federations and nonprofit agencies. Such form will be provided in PDF and distributed to the County of Sonoma Campaign Committee to be posted on the employee intranet site in order to be accessed by County Employee Campaign Leaders. We recommend three copies of the completed form be made and distributed to the following parties for accounting purposes: Payroll Department for County of Sonoma or County of Sonoma Retired Employees, The PCFDA (UWWC), and the donor/employee.

To provide County representatives with full Combined Fund Drive financial reports (electronic or paper) within 60 days of close of campaign including details of employee designations upon request.

To distribute payroll deductions to write-in designations made by employees upon UWWC's verification of designated agency. In the case of designations made to a write-in or non-federated agency, the agency is eligible for donations if it is tax-exempt according to IRS Code 501(c)3. UWWC may request agencies to provide proof of their 501(c)3 status before sending any payments to the agency. In the event an agency does not respond or does not meet eligibility, UWWC will attempt to contact the donor directly to identify an alternative agency choice.

The County of Sonoma further agrees:
To cooperate with enhancements to be environmentally conscious by operating an electronic pledge (i.e. paperless) campaign.

To provide an electronic file of County of Sonoma employees to UWWC for online pledging to include: Employee's ID/unique identifier, employee name, email, and department information.

To provide an electronic file to UWWC accompanying each payroll check disbursement to include: Employee's ID/unique identifier, employee name, and donation/payment amount. Payroll Departments for County of Sonoma and County of Sonoma Retired Employees will email the electronic file to UWWC beginning with the first 2019 payment.

To send all payroll deductions for all agencies and federations to UWWC.

To comply with pledge instructions in the Campaign Booklet and on electronic pledge methods.

In the event of a Federation default, reallocation decisions will be made by the County Campaign Chairs.

To limit designated contributions for payroll deductions to a maximum of 5 designations per donor (electronic pledging and paper pledging).

To promote online electronic pledging tool awareness throughout the campaign using email, other messaging/communication, and Department Head communications.

By executing this MOU, each signatory represents they have the authority on the date of execution to execute this MOU on behalf of their respective governing bodies. At least two copies of this MOU shall be signed and exchanged by the parties, and each shall be considered an original document.

David M. Koch
County of Sonoma Representative (print name)

David M. Koch 7/19/2018
(signature / date)

Jennifer O'Donnell
Jennifer O'Donnell, Interim United Way President/CEO

7/19/18.
(signature / date)

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 35
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 14, 2018

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks and Transportation & Public Works

Staff Name and Phone Number:

Steve Ehret, 565-1107 (Regional Parks)
Johannes J. Hoevertsz, 565-3585 (TPW)

Supervisorial District(s):

Fifth

Title: Rips Redwoods Updated Trail Easement and Quitclaim to Improve Title

Recommended Actions:

Adopt resolution of the Board of Supervisors of Sonoma County authorizing the acquisition of a trail easement over a portion of the Rips Redwoods property, making certain findings, and authorizing all other actions necessary to establish a trail easement.

Authorize the Chair to execute a quitclaim deed as to the interest conveyed to the County of Sonoma by a Right of Entry, recorded on February 2, 1984 as Document Number 1984-007222 in the Office of the Sonoma County Recorder.

Executive Summary:

On June 5, 2018, the Board approved the acceptance of a trail easement donation from Rips Redwoods LLC to the County of Sonoma for access along the South Fork Gualala River. This item secures the Board's approval of a revised version of the trail easement deed. This item also seeks the Board's approval to quitclaim a right of entry that currently affects a portion of the Rips Redwoods property. This quitclaim is requested to improve conditions of title affecting the conservation easement that will be purchased by the Sonoma County Agricultural Preservation and Open Space District in connection with the donation of the trail.

Discussion:

Trail Easement

A trail easement on the Rips Redwoods property will allow public access from Stewarts Point – Skaggs Springs Road to the South Fork Gualala River once the County has developed the trail and staging area. The trail easement includes a staging area for parking, picnic tables, and restrooms, and an approximate 1.2-mile trail along with South Fork Gualala River, with identified locations for access to the river itself. The trail will generally follow an old logging road. Regional Parks will undertake a Public Access Management Plan in consultation with the landowner, which will further define the operation,

management, and improvements for the trail once funding has been identified and high priority projects have been completed.

On June 5, 2018, the Board of Supervisors adopted Resolution No. 18-0223 accepting a trail easement over a portion of the Rips Redwoods property. At that time, staff were still negotiating final details of the trail easement, but in the interest of expediting the transaction, the item was presented to the Board in anticipation that the parties would agree on the terms as they were described to the Board. Later negotiations prompted changes to the trail easement that are substantive enough to warrant approval by the Board, including:

- Per the landowner's request, agreeing to name the trail the "Rips Redwoods River Trail;"
- Allowing for re-routing the trail around natural disturbances as necessary;
- Clarifying the trail width; and
- Prior to public access, the County must prepare a Public Access Management Plan that is approved by the landowner.

Other minor, non-substantive changes have also been made to the trail easement through the process of negotiating the final document. The Board's adoption of the proposed resolution will rescind Resolution 18-0223.

Quitclaim Deed

In 1984, the County acquired a temporary right of entry upon the Rips Redwoods property for the purposes of constructing a bridge approach and driveway across the South Fork of the Gualala River. This right of entry, recorded on February 2, 1984 as Document Number 1984-007222 in the Office of the Sonoma County Recorder, was set to expire on December 31, 1985. Permanent rights covering and mooting these temporary rights were eventually secured in the land via deeds recorded as Document Numbers 1984-021648 and 1984-043305. However, the County never recorded a quitclaim to relinquish its temporary rights, even though they are no longer needed. As a result, the right of entry appears as an exception to title as to the conservation easement interest being purchased by the Sonoma County Agricultural Preservation and Open Space District. For these reasons, staff recommend that the Board authorize the Chair to execute a quitclaim deed as to the temporary interest conveyed to the County of Sonoma via the right of entry recorded as Document Number 1984-007222. Because this action is taken to clarify existing conditions of title as to expired and mooted temporary interests that are no longer needed by the County, this transaction may be approved pursuant to Government Code section 25526.5 and without compliance with the Surplus Lands Act.

Prior Board Actions:

June 5, 2018: Board of Supervisors accepts a trail easement over a portion of the Rips Redwoods property. (Reso #18-0223)

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

The trail easement acquisition will provide for additional public health and enjoyment.

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures	**.00**		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	**.00**		

Narrative Explanation of Fiscal Impacts:

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

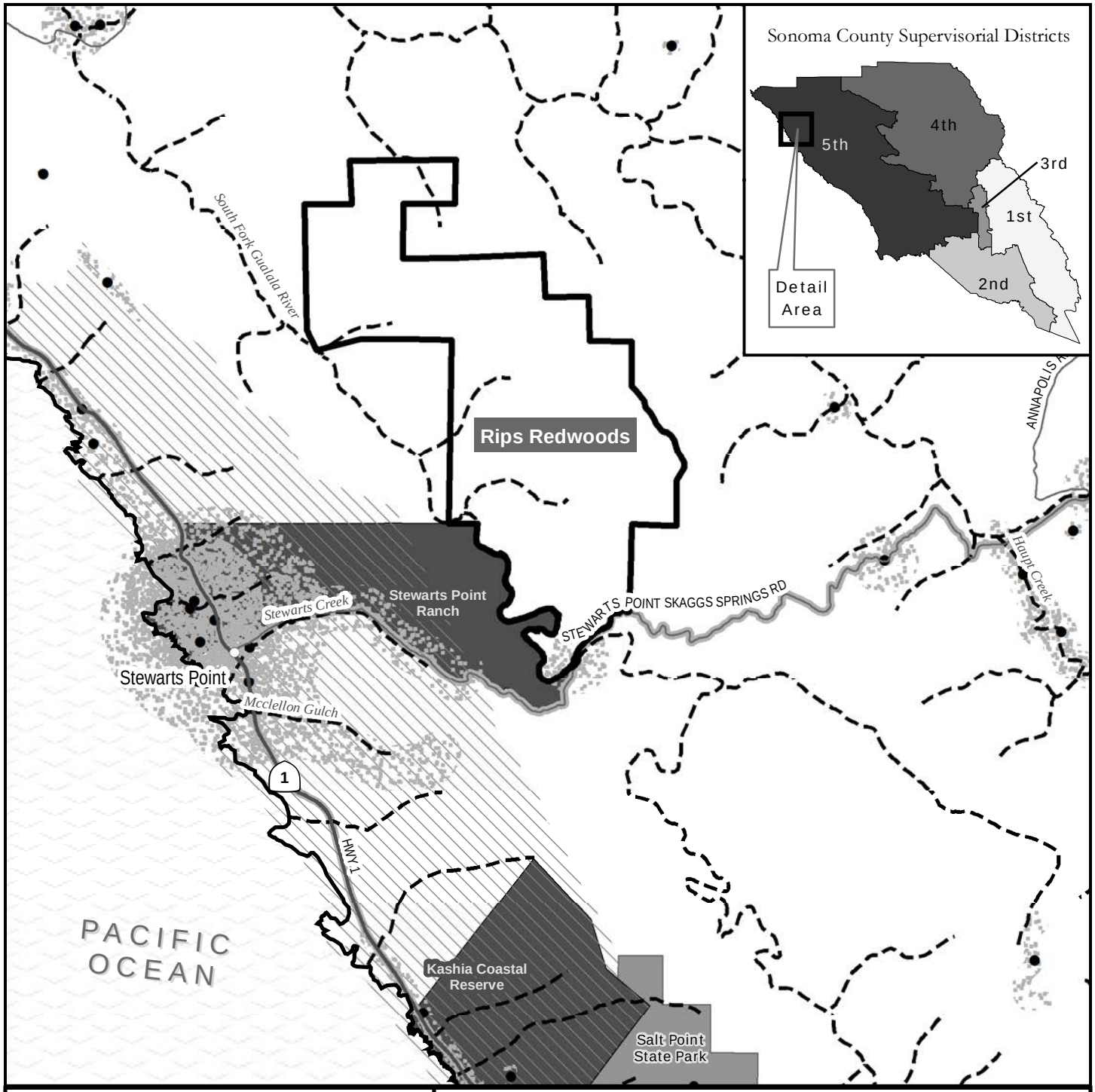
Attachments:

1. General Plan 2020 Location Map
2. Resolution

Related Items "On File" with the Clerk of the Board:

1. Trail Easement
2. Certificate of Acceptance
3. Notice of Exemption
4. Quitclaim Deed

Attachment 1



Rips Redwoods

LOCATION / GENERAL PLAN MAP

0 0.5 1

Miles

N

Map Date: 6/20/2017
Sources: Sonoma County GIS Group; Sonoma County General Plan 2020, Open Space and Resource Conservation Element.
This map is for illustrative purposes only.

SONOMA COUNTY
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

Open Space and Resource Conservation Element

- Rips Redwoods
- Incorporated City Land *
- District Holding
- Public Land

SCENIC RESOURCES

- Community Separator *
- Scenic Landscape Unit
- Scenic Corridor

OUTDOOR RECREATION

- ▲ Planned Future Park *

BIOTIC RESOURCES

- ● Special Status Species
- Special Status Species Habitat
- Marshes and Wetlands *
- Sensitive Natural Communities *
- Habitat Connectivity Corridor *
- Riparian Corridor

* Not on this map

C.Kendall S:\GISProjects\Rips_Redwoods\PDFs\Rips_Redwoods_location_general_plan_map_2020.pdf

County of Sonoma
State of California

Item Number: _____

Date: August 14, 2018 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Making Certain Findings; Authorizing the Acquisition of a Trail Easement from Rips Redwoods LLC, Authorizing the Chair to Execute a the Trail Easement Agreement and Associated Certificate of Acceptance; Directing the Regional Parks Director to file a Notice of Exemption in Accordance with the California Environmental Quality Act; and Authorizing the Regional Parks Director to Take All Other Actions Necessary to Record the Trail Easement

Whereas, Rips Redwoods LLC owns approximately 1,600 acres of land off of Stewarts Point - Skaggs Springs Road and fronting onto nearly two miles of the South Fork Gualala River; and

Whereas, a public recreational trail across the Rips Redwoods property would further several goals and policies in the Sonoma County's General Plan 2020 by establishing a countywide park and trail system that meets future recreation needs of the County's residents while protecting agricultural uses and furthering efforts to designate a Gualala River Waterway Trail along the Gualala River; and

Whereas, the County of Sonoma ("County") and the Rips Redwoods have negotiated a Grant of Public Trail Easement ("Trail Easement") that conveys a public access easement to the County at no cost to the County; and

Whereas, the County's acceptance of the Trail Easement is categorically exempt from the California Environmental Quality Act pursuant to section 15316 of the CEQA guidelines because the project consists of the acquisition of land in order to establish a park where the land is in a natural condition and the management plan for the park has not been prepared; and

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma herby finds, determines, declares, and orders as follows:

1. *Truth of Recitals*. That the foregoing recitations are true and correct.

2. *General Plan Consistency*. That, pursuant to California Government Code

Section 65402, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District has determined in a previous action of this Board that the proposed acquisition of the Trail Easement by the County is consistent with the 2020 Sonoma County General Plan insofar as it promotes the "[The establishment of] a countywide park and trail system that meets future recreation needs of the County's residents while protecting agricultural uses." (Goal OSRC-17)

3. *Authority to Sign Contracts and Documents*. The Chair is authorized and directed to execute, on behalf of the County, a "Grant of Public Trail Easement" with the Rips Redwoods conveying a public trail easement, and a "Certificate of Acceptance" evidencing the County's acceptance of the Trail Easement. The Regional Parks Director is further authorized to execute any other documents necessary to record the Trail Easement as described. The Regional Parks Director is authorized to make any technical, non-substantive changes in the Trail Easement and other closing documents prior to recordation with the prior approval of County Counsel.

4. *The California Environmental Quality Act (CEQA)*. That the project authorized by this resolution – the acceptance of a public trail easement from the Rips Redwoods LLC – is categorically exempt from the requirements of CEQA pursuant to Section 15316 of the CEQA Guidelines as a transfer of land ownership in order to create parks. A Public Access Management Plan to guide development, operation, and maintenance of the trail will be prepared before any alteration of the land or public use of the trail.

5. *Authorization for Recordation*. That the Regional Parks Director is authorized and directed to record with the Sonoma County Recorder the Trail Easement and Certificate of Acceptance, and to deliver conformed copies of these documents, bearing evidence of recording, to the Clerk of the Board of Supervisors.

6. *Notice of Exemption*. That, immediately upon the adoption of this resolution, the Regional Parks Director is hereby authorized and directed to file a Notice of Exemption with the Sonoma County Clerk pursuant to Public Resources Code 21152.

7. *Prior Resolution Rescinded.* Resolution 18-0223, adopted by this Board on June 5, 2018, is hereby rescinded.

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 36
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 14, 2018	**Vote Requirement:** Majority
Department or Agency Name(s): Sheriff's Office	
Staff Name and Phone Number:	**Supervisorial District(s):**
Marta Peavey, ext. 3928	All

Title: Annual Federal Equitable Sharing Agreement and Certification with the U.S. Department of Justice and the U.S. Treasury.

Recommended Actions:

Authorize the Chairperson of the Board of Supervisors to execute an annual Federal Equitable Sharing Agreement and Certification with the U.S. Department of Justice and the U.S. Treasury, as timely annual reporting ensures eligibility for future funding.

Executive Summary:

Upon execution of the agreement and certification, the Sheriff's Office may continue to participate in the Department of Justice Equitable Sharing Program. Through this program, the Department of Justice distributes an equitable share of forfeited property and proceeds to participating state and local law enforcement agencies that directly participate in an investigation or prosecution that result in a federal forfeiture.

Each year, the Sheriff's Office must submit an agreement and certification within 60 days of the close of its fiscal year. The Sheriff's Office must report all equitably shared funds received during the last fiscal year and how those funds were spent.

Discussion:

The action requested of your Board is an annual activity required since 1997. It allows the Sheriff's Office, when working with federal agencies to enforce federal criminal laws, to receive the County's equitable share of federal asset forfeiture proceeds. The U.S. Department of Justice and Treasury requires the Chairperson of the Board of Supervisors to execute an annual Federal Equitable Sharing Agreement and Certification that confirms the proceeds received are allocated as required by federal statutes and regulations established by the U.S. Department of Justice and Treasury. The Agreement sets forth the statutory and regulatory requirements for participating in the program, and the restrictions upon the use of federally forfeited case property, proceeds, and any interest earned. All shared assets are required to be used only for law enforcement purposes. No supplantation is allowed.

These laws and regulations require that:

1. Forfeited funds or property must be kept separate from state or other forfeitures.
2. A federal Equitable Sharing Agreement and Certification be filed annually with both agencies.
3. A record shall be maintained of the funds or property and any expenditures; and
4. Funds exceeding $100,000 shall be audited annually.

The Sheriff's Office complies with all of the above listed laws and regulations. These funds are audited annually as part of the Single Audit of Federal Funds, which is performed by the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office.

The forfeited proceeds received through the Equitable Sharing Agreement vary greatly year to year (from $0 to several hundred thousand) as the receipt of funds are based on the resolution of specific court cases. Equitable shares allocated to a law enforcement agency such as the Sheriff's Office must bear a reasonable relationship to the agency's direct participation in the investigation or law enforcement effort resulting in the forfeiture. The U.S. Department of Justice ordinarily determines equitable shares by comparing the number of work hours expended by each agency participating in the seizure. Where the work hours alone do not reflect the contribution of a law enforcement agency, the U.S. Department of Justice considers qualitative factors in making a sharing allocation. When received, monies are placed into special asset forfeiture funds and must be used for law enforcement purposes only.

The Sheriff's Office received $0 in federally forfeited funds during the FY 2017-2018. The undesignated fund balances in the Department of Justice and the Treasury special funds for the fiscal year 2017-2018 will be approximately $227,752 and $5,695 respectively. Due to the unpredictable nature of revenue receipts, the Sheriff's Office usually recommends these funds be used for critical one-time projects. Expenditure appropriations in asset forfeiture special funds are approved by the Board. Past examples include the computer aided dispatch (CAD) system, security enhancements for the property\evidence storage annex, the purchase of oceangoing coastal patrol vessel, coastal resident deputy housing, build-out of Sheriff's main office shell space to reduce reliance on leased office space, and body worn cameras for Patrol deputies. In January 2015, the attorney general announced that the Justice Department is taking an important step to prohibit federal agency adoptions of state and local seizures. This was a major change to asset seizures that negatively impacts proceeds to local law enforcement.

The Certification Report included with the Agreement requires an electronic signature by the Agency Head (the Sheriff) and the Governing Body Head (the Chair of the Board) to certify under penalty of perjury that the County understands its obligations under the Agreement and that the reported financial information regarding the County's receipt and expenditure of the funds is true and correct. County Counsel has reviewed the language of the Certification, and has recommended that a letter accompany the Certification stating that it is being signed with the understanding that it is a *pro forma* document which does not require either the Sheriff or the Chair of the Board to personally verify the matters being certified.

Asset forfeiture funds generated as a result of the agreement are handled through the County's annual budget processes. For FY 18-19, $8,000 is appropriated for a non-post reimbursable executive management group workshop.

Prior Board Actions:

Board approval for the Federal Equitable Sharing Agreements and Annual Certification Reports for the past 25 years (1997 through 2017), most recently August 22, 2017.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

This item supports the strategic goal of a "safe, healthy, and caring community" by providing valuable resources to local law enforcement agencies which benefits the community.

Fiscal Summary

Expenditures	**FY 17-18 Adopted**	**FY 18-19 Projected**	**FY 19-20 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Action on the Equitable Sharing Agreement has no direct fiscal impact.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:
Equitable Sharing Agreement and Certification, and accompanying letter.
Related Items "On File" with the Clerk of the Board:

OMB Number 1123-0011
Expires January 31, 2018

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: CA0490000
Agency Name: Sonoma County Sheriff's Office **Type:** Sheriff's Office
Mailing Address: 2796 Ventura Avenue
Santa Rosa, CA 95403

Finance Contact
Name: Peavey, Marta
Phone: 7075653928 **Email:** marta.peavey@sonoma-county.org

ESAC Preparer
Name: Peavey, Marta
Phone: 7075653928 **Email:** marta.peavey@sonoma-county.org

FY End Date: 06/30/2018 **Agency FY 2019 Budget:** $84,320,025.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Begining Equitable Sharing Fund Balance (Must match Ending Balance from prior FY)	$2,014,857.86	$5,616.98
2	Equitable Sharing Funds Received	$0.00	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force (Complete Table B)	$0.00	$0.00
4	Other Income	$0.00	$0.00
5	Interest Income	$15,524.37	$77.87
6	Total Equitable Sharing Funds Received (total of lines 1-5)	$2,030,382.23	$5,694.85
7	Equitable Sharing Funds Spent (total of lines a - n below)	$1,763,630.00	$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	$266,752.23	$5,694.85

[1]Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	$0.00	$0.00
b	Training and education	$0.00	$0.00
c	Law enforcement, public safety and detention facilities	$0.00	$0.00
d	Law enforcement equipment	$1,763,630.00	$0.00
e	Joint law enforcement/public safety operations	$0.00	$0.00
f	Contracting for services	$0.00	$0.00
g	Law enforcement travel and per diem	$0.00	$0.00
h	Law enforcement awards and memorials	$0.00	$0.00
i	Drug, gang and other education or awareness programs	$0.00	$0.00
j	Matching grants (Complete Table C)	$0.00	$0.00
k	Transfers to other participating law enforcement agencies (Complete Table D)	$0.00	$0.00
l	Support of community-based programs (Complete Table E)	$0.00	
m	Non-categorized expenditures (Complete Table F)	$0.00	$0.00
n	Salaries (Complete Table G)	$0.00	$0.00
	Total	$1,763,630.00	$0.00

Table B: Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Table E: Support of Community-based Programs

Recipient	Justice Funds	

Table F: Non-categorized expenditures in (a) - (n) Above

Description	Justice Funds	Treasury Funds

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Controlled Equipment List Reporting

Pursuant to Executive Order 13688, "Federal Support for Local Law Enforcement Equipment Acquisition", a list of Controlled Equipment was developed. Should an agency intend to purchase controlled equipment with federal funding, including equitable sharing funds, the agency is required to take additional steps **prior** to purchasing the controlled equipment. The Table below must be used to report controlled equipment purchased by law enforcement agencies who have taken the necessary steps prior to purchasing the controlled equipment. Please note the amount of the expenditure for items reported below should also be reported in category d, "Law Enforcement Equipment" in the "Summary of Shared Funds Spent" section of the ESAC. If the agency purchased multiple pieces of the same controlled equipment (e.g., two airplanes) each piece of controlled equipment must be reported separately in this Table.

Controlled Equipment

Controlled Equipment Type	Justice Funds	Treasury Funds
Manned Aircraft, Rotary Wing	$1,763,630.00	

Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted within 60 days of the end of the Agency's fiscal year. This Document must be signed and submitted electronically. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide).*

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that funds are maintained by the jurisdiction maintaining appropriated funds and agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Super Circular,

Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Giordano, Robert
Title: Sheriff
Email: Robert.Giordano@sonoma-county.org

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing programs. The Law Enforcement Head also certifies that no items on the Prohibited list, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds on or after October 1, 2015.

Governing Body Head

Name: Gore, James
Title: Chair Sonoma County Board
Email: James.Gore@sonoma-county.org

Signature: _____ Date: _____

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

☐ I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Sonoma County Sheriff's Office

ROBERT GIORDANO
Sheriff-Coroner

CLINT SHUBEL
Assistant Sheriff
Law Enforcement Division

ALAN VERNON
Assistant Sheriff
Detention Division

August 14, 2018

Deborah Conner
Acting Chief, Asset Forfeiture and Money Laundering Section
Criminal Division
U.S. Department of Justice
950 Pennsylvania Avenue NW
Washington, DC 20530-0001

Re: Equitable Sharing Agreement and Certification, fiscal year 2017-2018

Dear Acting Chief Conner:

The Sonoma County Sheriff's Office (SCSO) is in the process of submitting the Equitable Sharing Agreement and Certification (Affidavit – Existing Participant) as required by the US Department of Justice (DOJ) for the fiscal year ended 6/30/18 to obtain release of asset forfeiture funds.

In the past, the DOJ has rejected the Certification provided by the SCSO based on an interlineated change the County of Sonoma made to the form, which indicated that the signatories certified the information that was provided "based on their information and belief," rather than their direct knowledge. The County of Sonoma made this revision to the Certification pursuant to the DOJ's implied consent (see enclosed letter dated December 6, 2010), and because the Certification implied that the Sheriff and the Governing Body Head had direct and personal knowledge of all of the facts being verified under penalty of perjury. As the Sheriff and the Board of Supervisors are entitled to rely on information provided by County staff, the Certification should certify only their reasonable belief in the accuracy of such information. The DOJ had accepted the revised Certification for the years 2008 and 2009, but as of 2010, the DOJ required signature of the form Certification without such revisions as a precondition to releasing the funds.

It is therefore our understanding that the DOJ will no longer accept the Certification with the revisions the County of Sonoma deems necessary to ensure its accuracy. Accordingly, the enclosed Certification, signed by the Sheriff and the Chair of the County of Sonoma Board of Supervisors, is being provided both electronically and in hard copy with the understanding that this is a *pro forma* document which does not require the Sheriff or Chair of the Board of Supervisors be personally involved in the matters being certified.

If you have any questions or concerns, please do not hesitate to contact me at (707) 565-3928 or marta.peavey@sonoma-county.org.
Sincerely,

Marta Peavey
Supervising Accountant
Sonoma County Sheriff's Office

cc: Tanya Penny

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 37
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 14, 2018	**Vote Requirement:** Majority
Department or Agency Name(s): Transportation and Public Works	
Staff Name and Phone Number:	**Supervisorial District(s):**
Johannes J. Hoevertsz, 707-565-2231	All

Title: Solid Waste Collection Franchise Agreement – Sonoma Garbage Collectors Second Amendment

Recommended Actions:

Authorize the Chair to execute Amendment No. 2 to the Solid Waste Collection Franchise Agreement By and Between the County of Sonoma and Sonoma Garbage Collectors (SGC) to: (a) provide a residential 20-gallon garbage can service option; and (b) change the audit period from Company's preceding fiscal year to County's preceding fiscal year.

Executive Summary:

On November 3, 2015, the Board approved the First Amendment to the Solid Waste Collection Franchise Agreement with SGC. The original agreement with SGC was approved by the Board on July 13, 2010. The 20-year Franchise Agreement provides for monthly franchise fees to be paid to the County based upon a percentage of gross revenue resulting from the franchise haulers' operations, ensures that all solid waste collected is delivered to the County's regional disposal system, provides special services including bulky item pickup, roadside collection of whole Christmas trees after the holiday, and walk-in service for the disabled free of charge. Additional contract provisions address control of solid waste flow, residual waste from the single-stream recycling facility, processing construction and demolition wastes, customer service, vehicle standards, and auditing and reporting requirements.

20 gallon can option

Unincorporated County customers of SGC have expressed interest in having a 20-gallon cart option to dispose of solid waste. The existing Agreement only offers rates for Single Family Dwellings a 32, 34, 64, and 96 gallon garbage can.

The existing Agreement offers the following residential service rates:

32 gallon can at $36.81

64 gallon can at $52.77

96 gallon can at $68.73

The proposed 20-gallon cart option is $31.36 per month. The rate for the new service has been set to cover the expected fixed service and equipment costs for this service, while providing a discount from the larger can size and an incentive to reduce waste.

Audit Period

The Auditor-Controller-Treasurer-Tax –Collector's (ACTTC) office recommends that the County align the tracking of franchise fee payments based on the County's fiscal year instead of the Company's fiscal year.

Discussion:

20 gallon can option

Unincorporated County customers of Sonoma Garbage Collectors have expressed interest in a 20-gallon cart option to dispose of solid waste. A 20-gallon option will allow customers to better match the size of the garbage can to the amount of waste they generate. Customers who elect to downsize garbage cans will effectively reduce their monthly garbage expense.

Audit Period

A 2017 audit of Redwood Empire Disposal (RED), now Recology, conducted by the Auditor-Controller-Treasurer-Tax –Collector's (ACTTC) office, recommended that the County realign the tracking of franchise fee payments based on the County's fiscal year instead of the Company's fiscal year. This recommendation was intended to extend to both RED's and SGC's Agreements but was never implemented. This second amendment will fulfil the ACTTC's audit recommendation by changing the audited franchise fee statement reporting period from January 1 – December 31 to July 1 – June 30.

In order to align franchise fee payments and reporting with the County's fiscal year, the ACTTC recommended that Section 7.3.2 of RED's Agreement be amended to reflect the recommendation.

Prior Board Actions:

11/03/15: Board approved the First Amendment to the Solid Waste Collection Franchise Agreement with SGC.

7/13/10: Board adopted Resolution No. 10-0559 approving a 20-year Solid Waste Collection Franchise Agreement with SGC.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

The Solid Waste Collection Franchise Agreement provide the Sonoma County communities with safe and efficient collection services for solid waste disposal, diverting recyclables, and organic materials.

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

There is no expense to the Integrated Waste Division Budget related to these amendments. SGC charges rates directly to the collection customers.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Exhibit C – Service Rates; Second Amendment; SGC Calculations

Related Items "On File" with the Clerk of the Board:

Original Solid Waste Franchise Agreement with Sonoma Garbage Collectors; First Amendment to the Solid Waste Franchise Agreement.

EXHIBIT C
SERVICE RATES
Effective July 1, 2018

Single Family Dwelling Unit Monthly Rates

Service	Effective April 1, 2018	Effective July 1, 2018
20-gallon garbage can	N/A	$31.36
32-gallon garbage can	$36.81	$36.81
64-gallon garbage can	$52.77	$52.77
96-gallon garbage can	$68.73	$68.73
greenwaste bin – each bin after first two	$12.79	$12.79
recycling bin – each bin after first two	$11.64	$11.64
recycling only service	$12.49	$12.49

Mobile Home Park Rates

If each individual homeowner receives and pays a separate billing, single family dwelling unit rates apply. Where one bill is sent to the mobile home park manager, and the manager remits payment on behalf of all residents in the mobile home park, single family dwelling collection rates shall be reduced by 10%.

Debris Box Per Pull Rates [1]

Service	Effective April 1, 2018	Effective July 1, 2018
20 cubic yards	$339.32	$339.32
30 cubic yards	$349.81	$349.81
40 cubic yards	$354.32	$354.32

[1] *Does not include the current per ton disposal cost which shall be added in addition to the per pull cost.*

SECOND AMENDMENT TO SOLID WASTE COLLECTION FRANCHISE AGREEMENT

This amendment ("Second Amendment") is entered into as of July 1, 2018 ("Effective Date") by and between the County of Sonoma ("County") and Sonoma Garbage Collectors ("Company").

RECITALS

WHEREAS, on July 13, 2010, County and Company entered into a Solid Waste Collection Franchise Agreement ("Original Agreement"); and

WHEREAS, County and Company amended the Original Agreement on October 6, 2015 ("First Amendment"); and

WHEREAS, the Original Agreement as modified by the First Amendment is hereafter referred to as the "Agreement"; and

WHEREAS, County and Company desire to amend the Agreement to provide unincorporated County customers of Sonoma Garbage Collectors with a 20-gallon residential service option; and

WHEREAS, County and Company desire to amend the Agreement to change the audit period from Company's preceding fiscal year to County's preceding fiscal year.; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. Section 7.3.2 (Financial Information) shall be amended to read:

> "By October 1st of each year, Company shall deliver to the County two (2) copies of the audited franchise fee statements of franchise fees due under this Agreement for the period of co-extensive with the County's preceding fiscal year. With regard to reporting net revenues related to the processing of Recyclable Materials, Company shall provide the independent certified public accountant performing the franchise fee audit with the financial data required to document the proper reporting of gross revenues collected from Recyclables net of the allowed processing fee of $75 per ton (as adjusted by this Agreement). The annual franchise fee statements shall be prepared in accordance with this Agreement and shall be audited in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied. Annual franchise fee statements shall be audited in accordance with Generally Accepted Auditing Standards (GAAS) by an independent third party Certified Public Accountant (CPA) licensed (in good standing) to practice public accounting in the State of California as determined by the State of California Department of Consumer Affairs Board of Accountancy. The CPA opinion on Company's annual franchise fee statements shall be unqualified.

2. Exhibit C (Service Rates) shall be deleted entirely and replaced with the revised Exhibit C, attached hereto as Attachment 1 to this Second Amendment.

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits, shall continue to be in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of County arising thereunder. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement, as amended.

4. The Recitals are incorporated into and form a part of this Second Amendment.

COUNTY AND COMPANY HAVE CAREFULLY READ AND REVIEWED THIS SECOND AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS SECOND AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, County and Company have executed this Second Amendment as of the Effective Date.

SONOMA GARBAGE COLLECTORS,
a California corporation

By: _____

Name: John Curotto

Title: President

COUNTY OF SONOMA, a political subdivision
Of the State of California

_____
Chair
Board of Supervisors

CERTIFICATES OF INSURANCE ON FILE WITH
AND APPROVED AS TO SUBSTANCE FOR COUNTY:

_____
Johannes Hoevertsz, Director
Sonoma County Transportation and Public Works

APPROVED AS TO FORM FOR COUNTY:

_____
Lisa A. Pheatt
Deputy County Counsel

EXHIBIT C
SERVICE RATES
Effective July 1, 2018

Single Family Dwelling Unit Monthly Rates

Service	Effective April 1, 2018	Effective July 1, 2018
20-gallon garbage can	N/A	$31.36
32-gallon garbage can	$36.81	$36.81
64-gallon garbage can	$52.77	$52.77
96-gallon garbage can	$68.73	$68.73
greenwaste bin – each bin after first two	$12.79	$12.79
recycling bin – each bin after first two	$11.64	$11.64
recycling only service	$12.49	$12.49

Mobile Home Park Rates

If each individual homeowner receives and pays a separate billing, single family dwelling unit rates apply. Where one bill is sent to the mobile home park manager, and the manager remits payment on behalf of all residents in the mobile home park, single family dwelling collection rates shall be reduced by 10%.

Debris Box Per Pull Rates [1]

Service	Effective April 1, 2018	Effective July 1, 2018
20 cubic yards	$339.32	$339.32
30 cubic yards	$349.81	$349.81
40 cubic yards	$354.32	$354.32

[1] *Does not include the current per ton disposal cost which shall be added in addition to the per pull cost.*

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 38
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 14, 2018	**Vote Requirement:** Majority
Department or Agency Name(s): Transportation and Public Works	
Staff Name and Phone Number:	**Supervisorial District(s):**
Johannes J. Hoevertsz 707-565-2231	Fourth

Title: Agreement with OPAC Consulting Engineers, for design of the Chalk Hill Road Bridge over Maacama Creek Bridge Replacement Project.

Recommended Actions:

Authorize the Chair to execute the agreement with OPAC Consulting Engineers for engineering design services for the Chalk Hill Road Bridge over Maacama Creek Bridge Replacement Project for a not to exceed amount of $1,779,974, with a term ending 5 years from date of execution.

Staff also recommends the Board authorize the Director of Transportation and Public Works to execute a 10% contingency in the amount of $177,997 to fund additional, unforeseen scope changes for the related work.

Executive Summary:

Following a Request for Proposals (RFP) and an extensive Caltrans audit, Transportation and Public Works (TPW) selected OPAC Consulting Engineers (OPAC) as the most suitable consultant to provide engineering design services for a new bridge. These services could include environmental and geotechnical studies as well as design and construction support to be provided until the project is fully completed including the construction phase.

The department requests the Board of Supervisors authorize the Chair to execute the Professional Services Agreement between the County of Sonoma and OPAC for $1,779,974 with a term ending December 31, 2023. Additionally, staff also recommends the Board authorize the Director of TPW to execute a 10% contingency for $177,997 to fund additional, unforeseen scope changes.

Discussion:

The current Chalk Hill road bridge over Maacama Creek is a concrete structure built in 1915. The bridge is designated as a Sonoma County Landmark and may be eligible for inclusion in the National Register of Historic places however, seismic retrofitting and upgrading the structure to current state and federal

standards would be extremely costly and would have a short lifespan. For these reasons, federal program funds are not available to pursue this approach.

County staff have facilitated public meetings about plans to replace the current bridge and the local community have expressed a strong interest in the project as well as concerns over the future of the original bridge and potential solutions.

In September 2017, TPW issued a RFP for design services. Ongoing public outreach was identified as one of the key tasks to be evaluated in the RFP and each proposer's various strategies for including these services were considered in evaluating all responses. Seven companies responded and after evaluating their proposals, all were interviewed by a panel of TPW and Permit Sonoma staff, with OPAC identified as the preferred consultant. The selection process was completed in November followed by extensive work to finalize a draft agreement and complete a Caltrans financial audit of the proposed agreement. This process was completed in May 2018 with Caltrans issuing approval for the Department to proceed in executing a contract.

TPW recommends the Board authorize the Chair to execute this contract on behalf of the County of Sonoma. Design and construction of a new bridge is critical and has received state and federal approval. Failure to execute this contract would delay any replacement strategy by years and could require the County of Sonoma having to return any federal funds that have been previously spent in developing this project.

Federal funds have already been approved to reimburse the design costs of this project and staff anticipates design and environmental work beginning this month.

Prior Board Actions:

None

Strategic Plan Alignment Goal 3: Invest in the Future

This project will invest in the future by upgrading public infrastructure to current standards and provide the community with a new bridge that has a significant operational lifespan.

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses	$128,158.24	$50,000.94	$119,002.24
Additional Appropriation Requested			
Total Expenditures	$128,158.24	$50,000.94	$119,002.24
Funding Sources			
General Fund/WA GF			
State/Federal	$128,158.24	$50,000.94	$119,002.24
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	$128,158.24	$50,000.94	$119,002.24

Narrative Explanation of Fiscal Impacts:

There is sufficient appropriations included in the Road's Capital Improvement Fund for the cost of this contract to be reimbursed by Federal Grants.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Professional Services Agreement with OPAC Consulting Engineers

Related Items "On File" with the Clerk of the Board:

Standard Professional Services Agreement ("PSA")

Federal Funds

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement" dated as of_____, 2018 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and OPAC Consulting Engineers (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified and licensed civil engineer, experienced in the preparation of and related services; and

WHEREAS, in the judgment of the Department of Transportation & Public Works, it is necessary and desirable to employ the services of Consultant for Design Services related to replacement of the Chalk Hill Road over Maacama Creek Bridge.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

l. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control. Without limiting the foregoing, Consultant expressly agrees to comply with all Disadvantaged Business Enterprise ("DBE") requirements imposed on this Agreement as more specifically described in Section 13.4, below, and Exhibit "C" hereto.

1.2 Cooperation With County.

Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard.

Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

1.4.1 Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

1.4.2 Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.4.3 In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

1.5 Consultant's Reports or Meetings.

1.5.1 Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

1.5.2 Consultant's Project Manager shall meet with County's Contract Administrator, as needed, to discuss progress on the contract.

2. Allowable Costs and Payments.

2.1 Method of payment.

The contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, attached hereto as Exhibit A, Attachment 1, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County's approved overhead rate set forth in the Cost Proposal. In the event, that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified Article 2.8 shall not be exceeded, unless authorized by contract amendment.

2.2 Fixed Fee.

Subject to the termination right stated in Article 4.2, in addition to the allowable incurred costs, County will pay Consultant a fixed fee of $84,331.03. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

2.3 Transportation & Subsistence.

Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

2.4 Milestone Costs.

When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

2.5 Progress Payments.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article 4, Termination.

2.6 Payment.

No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

2.7 Invoices.

Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Article 13.13 Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

Samuel Baumgardner
2300 County Center Drive, Suite B-100 Santa Rosa, CA 95403
(707) 565-2231
samuel.baumgardner@sonoma-County.org

2.8 Contract Value.

The total amount payable by County including the fixed fee shall not exceed $1,779,973.64.

2.9 Salary Increases.

Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

2.10 Invoicing.

Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the

hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed, including invoices paid to sub-contractors for work required included in the prime consultant's invoice. Consultant shall submit the Subcontractor Payment Declaration with each invoice.

Unless otherwise noted in this agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

2.11 Taxes.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement.

3.1 Term.

This contract shall go into effect on the Effective Date, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The contract shall end on 31 December 2023, unless extended by contract amendment.

3.2 Contract Execution.

Consultant is advised that any recommendation for contract award is not binding on County until the contract is fully executed and approved by County.

4. Termination

4.1. Notice Period.

County reserves the right to terminate this contract upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice.

4.2 Grounds for Termination.

County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining

in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

4.3 Liability.

The maximum amount for which the Government shall be liable if this contract is terminated is 1,779,973.64 dollars.

4.4 Authority to Terminate.

The Board of Supervisors has the authority to terminate this A greement on behalf of the County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification.

Consultant agrees to accept responsibility for loss or damage to any person or entity, including County, and to defend, indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on County's part, but, to the extent required by law, excluding liability due to County's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance.

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B Sonoma County Insurance Requirements, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant

further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care.

County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant.

The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment.

Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

9.4 Taxes.

Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on

these earnings.

9.5 Records Maintenance.

Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest.

9.6.1 Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

9.6.2 Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

9.6.3 Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

9.6.4 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

9.7 Statutory Compliance.

Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly agrees, on behalf of itself and on behalf of all its agents, employees, subconsultants, and subcontractors, to comply with the federal contract requirements set forth in Section 13 herein.

9.8 Living Wage Ordinance.

Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.9 Nondiscrimination.

Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.10 Statement of Compliance.

9.10.1 Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

9.10.2 During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

9.10.3 The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

9.10.4 The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

9.11 AIDS Discrimination.

Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County

Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.12 Assignment of Rights.

Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County.

Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.13 Ownership and Disclosure of Work Product.

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.14 Authority.

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement

without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments.

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

To County:

Sonoma County Department of Transportation and Public Works
Attn: Samuel Baumgardner
2300 County Center Drive, Suite B-100 Santa Rosa, CA 95403
(707) 565-2231
Samuel.Baumgardner@sonoma-county.org

To Consultant:

OPAC Consulting Engineers
Attn: Francis Drouillard
315 Bay Street, Second Floor
San Francisco, CA 94133
(415) 989-4551
fdrouillard@opacengineers.com

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Federal Requirements.

13.1 Contract Assurance.

The consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted agreements. Failure by the consultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanction; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

13.2 Prompt Progress Payments to Subcontractors.

Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than seven (7) days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, federal regulations (Title 49 Code of Federal Regulations Section 26.29) require a prime contractor or subcontractor to pay a subcontractor no later than thirty (30) days of receipt of each payment,

unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of County. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. The requirements apply to both Disadvantaged Business Entities ("DBE") and non-DBE subcontractors. Consultant shall include the foregoing progress payment requirements in every subcontract entered into by Consultant in the performance of its obligations under this Agreement

13.3 Prompt Payment of Withheld Funds to Subcontractors.

No retainage will be held by the County from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

13.4 Disadvantaged Business Enterprise (DBE) Participation.

13.4.1 This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

13.4.2 The goal for DBE participation for this contract is 9%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

13.4.3 DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as County deems appropriate.

13.4.4 Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

13.4.5 A DBE firm may be terminated only with prior written approval from County and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting County consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

13.4.6 A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.

13.4.7 A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

13.4.8 If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

13.4.9 Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

13.4.10 Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by Consultant or Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

13.4.11 If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to County's Contract Administrator within 30 days.

13.5 Prevailing Wage.

13.5.1 Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

13.5.2 Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or

maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

13.5.3 When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

13.6 Text Messaging While Driving.

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and Department of Transportation Order 3902.10, Text Messaging While Driving, text messaging while driving is prohibited in the performance of any duties included in this agreement for both consultant and any sub-consultants hired for performance of duties under this Agreement. Consultant shall include a provision prohibiting texting while driving in all sub-consultant agreements entered into related to the performance of its obligations under this Agreement.

Definitions. The following definitions are to be used in conjunction with this section. "Driving":

1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

13.7 Buy America.

Furnish Steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1) Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478(3/24/1995)];

2) If the total combine cost of the materials does not exceed the great of 0.1 percent of the total bid or $2,500, materials produced outside the U. S. may be used.

Production includes:

1) Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling0 or chemical composition;

2) Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

13.8 Prohibition of Expending Local Agency, State or Federal funds for Lobbying.

13.8.1 Consultant certifies to the best of his or her knowledge and belief that:

1) No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an

officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

13.8.2 This certification is a material representation of fact upon which reliance was placed when this transaction 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 and not more than $100,000 for each such failure.

13.8.3 Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

13.9 Cost Principals and Administrative Requirements.

13.9.1 Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

13.9.2 Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

13.9.3 Any costs for which payment has been made to consultant that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

13.10 Retention of Records/Audit.

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit,

examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

13.11 Audit Review Procedures.

13.11.1 Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by County's Chief Financial Officer.

13.11.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

13.11.3 Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this contract.

13.11.4 Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

13.12 Subcontracting.

13.12.1 Nothing contained in this contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

13.12.2 Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

13.12.3 Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

13.12.4 All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

13.12.5 Any substitution of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

13.13 Equipment Purchase.

13.13.1 Prior authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

13.13.2 For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding $5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

13.13.3 Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

14. Miscellaneous Provisions.

14.1 No Waiver of Breach.

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2 Construction.

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3 Consent.

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

14.4 No Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14.5 Applicable Law and Forum.

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

14.6 Captions.

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

14.7 Merger.

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14.8 Survival of Terms.

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

14.9 Time of Essence.

Time is and shall be of the essence of this Agreement and every provision hereof.

14.10 Rebates, Kickback or Other Unlawful Consideration.

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

14.11 Funding Requirements.

14.11.1 It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

14.11.2 This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or County Board of Supervisors that may affect the provisions, terms, or funding of this contract in any manner.

14.11.3 It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

14.11.4 County has the option to void the contract under the 30-day termination clause pursuant to Article 4, or by mutual agreement to amend the contract to reflect any reduction of funds.

14.12 Evaluation of Consultant.

Consultant's performance will be evaluated by County. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the contract record.

14.13 Claims Filed by County's Construction Contractor.

14.13.1 If claims are filed by County's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

14.13.2 Consultant's personnel that County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from County. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this contract.

14.13.3 Services of Consultant's personnel in connection with County's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

14.14 National Labor Relations Board Certification.

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

14.15 Retention of Funds.

14.15.1 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

14.15.2 The County shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute

involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

14.16 Contingent Fee.

Consultant warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, County has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

14.17 Inspection of Work.

Consultant and any subconsultant shall permit County, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

14.18 Safety.

14.18.1 Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by County Safety Officer and other County representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

14.18.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

14.18.3 Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SIGNATURES FOLLOW ON NEXT PAGE -

- THIS SPACE LEFT INTENTIONALLY BLANK -

CONSULTANT:

By:

Name:

Title:

Date:

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON FILE AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By:

Department Head

Date:

APPROVED AS TO FORM FOR COUNTY:

By:

County Counsel

Date:

By:

Chair Board of Supervisors

Date:

ATTEST:

Clerk of the Board of Supervisors

EXHIBIT A

SCOPE OF WORK

Requested Scope of Services

The County of Sonoma Transportation and Public Works requires consultant services to assist with developing a project to replace the existing bridge on Chalk Hill Road at Maacama Creek in Sonoma County. The existing open spandrel concrete arch bridge was constructed in 1915. This project has attracted a good deal of public attention and there is strong local sentiment for the existing bridge. Developing a project for an acceptable replacement of the existing bridge will be difficult. The work to be performed under this agreement will be separated into two phases.

Phase 1 will focus on obtaining approval of an environmental document for the new bridge. This will include analyzing various alternatives for the location of the new bridge and road approaches, determining right-of-way (ROW) needs and selecting the type of bridge.

Phase 2 will include design of the bridge recommended in the environment document, final design of the road way approaches and appurtenances, preparing construction documents including plans, specifications and estimate for the project determined in Phase 1.

There is potential for overlap of some tasks between Phase 1 and Phase 2. The intention is to minimize engineering work in Phase 1 to that necessary to determine the project footprint and impacts. Tasks that fall within Phase 2 related must be avoided to the extent possible until the environmental document is approved and the County gives written approval to proceed with final plan preparation

Tentative Project Schedule:

a) Execute contract with selected design firm- Fall of 2018
b) Complete project mapping, establish existing ROW, determine alignment alternatives, and prepare Bridge Type Selection Report - First quarter of 2019
c) Start environmental work- 2018
d) NEPA/CEQA clearance-Spring, 2020
e) Design bridge described in environmental documents – Summer 2020
f) ROW certification- Spring, 2021
g) 100% P,S&E- January, 2022
h) Construction Begins-Spring of 2022

Listed below are tasks that proposers are expected to incorporate into the proposed scope of services. Each consultant or consultant team should, based on their expertise, develop a comprehensive and detailed scope of services necessary to complete the deliverables listed in this section of the RFP. The proposer may propose modifications to the individual tasks or the entire scope of services if the proposer can demonstrate innovative, advanced and well thought-out methodologies that the County may not have specifically identified in the scope of services. Any

proposed modifications shall be identified as optional items and priced out separately in the sealed fee proposal.

Consultant services shall include, but are not be limited to, the following:

- Lead public outreach effort necessary to obtain approval of the environmental document.
- Facilitate public meetings
- Bridge design and roadway engineering, including ADA Compliance
- Quantity calculations for Engineer's Estimate
- Engineering support to the County's in-house environmental team
- Preparation of various environmental studies for NEPA and CEQA documents and assisting as needed to obtain environmental permits
- Preliminary right of way engineering, and acquisition support
- Utility research and coordination, including relocation if required
- Drainage design and stormwater treatment
- Hydraulic analysis of river/stream
- Geotechnical engineering
- Topographic and boundary surveys
- Prepare ready-to-bid Plans, Specifications, and Estimate (PS&E)
- Technical support in bidding
- Traffic control (for field investigations)

Construction support services including but not limited to:

- Confirm geotechnical items in the field
- The review and approval of shop drawings.
- The review and approval of material submittals.
- The review and respond to Requests for Information.
- Check and approve structural calculations for falsework.
- Field surveys for construction control/staking.
- Prepare record drawings upon completion of the project.
- File final record of survey of as built monuments etc.

This project will require close coordination with Caltrans local assistance. The consultant will lead community outreach efforts required to gain public support of the project. Final PS&E must include preparation of the Notice to Bidders, Bid Book, and Resident Engineer's pending file. If necessary, the consultant must provide assistance to the County in resolution of construction claims filed by the contractor *in so far as the claims relate to the consultant's work*. All work furnished shall be prepared in conformance with the most current County of Sonoma and Caltrans standards, regulations, policies and procedures and in compliance with FHWA requirements.

Listed below are tasks that proposers are expected to incorporate into the proposed scope of services. Each consultant or consultant team should develop a comprehensive and detailed scope of services necessary to complete the deliverables listed in this section of the RFP. The proposer may propose modifications to the individual tasks or the entire scope of services if the proposer can demonstrate innovative, advanced and well thought-out methodologies that the County may not have specifically identified in the scope of services. Any proposed modifications shall be identified as optional items and priced out separately in the sealed fee proposal.

PHASE 1

Task 1 Project Management

The selected consultant shall be responsible for project management activities throughout the life of the contract. The scope of comprehensive project management includes, but is not limited to:

- Efficiently managing the project schedule and budget
- Setting up and facilitating client meetings
- Interagency meetings, public meetings
- Field reviews
- Other project related meetings

The consultant shall prepare meeting agendas, meeting minutes, identify action items and how they are accounted for, meeting sign in sheets for all meetings, and managing the consultant team involved in the project ("project team"). Managing the project team includes, but is not limited to, preparing contract paperwork, memos, letters and e-mail, making phone calls and maintaining project files.

On a monthly basis, the consultant shall submit a Work Progress Form, provided by the County. This summarizes accomplishments in the previous month, anticipated work for the next month and key decisions that need to be made to keep the project on schedule. Invoices shall show the original budget, reallocated budget, amount spent to-date, amount spent this period, and percentage spent to date for each task.

Task 2 Public Outreach

The goal of this task is to assist the County with informing the public about the importance of the bridge replacement project, identify the communities' key issues and concerns and provide information to the community on project status and design options for the proposed bridge. Incorporate input from the public into the decision making process for design aesthetics and location of the new bridge. Tasks include:

- Work closely with County staff to develop meeting agendas, presentations, and meeting materials for up to four public outreach meetings
- Attend two of the Sonoma County Board of Supervisor's meetings to provide technical background on board items related to project approvals/authorizations.
- The consultant shall coordinate and facilitate meetings and keep notes that can be shared with the public after review by County staff.
- Coordinate meetings with key stakeholder groups and interested public agencies as needed in addition to formal public meetings.
- Identify stakeholder groups and their background/interest, roles and contact information.
- Develop and maintain a stakeholder database which can be used to efficiently distribute project information.
- Develop, distribute, and evaluate a survey once the project is structurally developed so that the community can easily give their input on bridge aesthetics and the new alignment.

- Work with County staff to develop and distribute information/educational materials
- Assist the County's public information officer with news releases, media advisories or other interactions with the media

Task 2 Deliverables

- Stakeholder database
- Community input survey results
- Public information materials

Task 3 Surveying/Mapping/ROW Engineering

The consultant shall be responsible for data collection, mapping and surveying necessary for preliminary engineering design, cost estimates, right-of-way impacts, and the level of environmental clearance. All surveying and mapping shall comply with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code, the provisions of the California Coordinate System, Sections 8801 through 8819 of the Public Resources Code and any other applicable code in the State of California. Tasks in each area include but are not limited to:

Surveying

- Control Surveys
- Aerial Photogrammetry
- Design Level Topographic Surveys
- Determination of existing County Right-of-Way
- Record of Survey

Mapping

- Establish project control
- Acquire site topography data for bridge and road design
- Develop stream cross section data necessary for hydraulic analysis

Right-of Way

- Stormwater treatment
- ADA compliance
- Staging areas and storage for excess materials generated by construction of the bridge

River Cross Sections for Hydrologic Analysis

This will include stream cross sections. Channel cross sections shall be taken at the upstream and downstream faces of both the existing bridge and the proposed bridge. Sections shall also be taken at 100' intervals for 1000' upstream and downstream of the proposed bridge, and at any other locations necessary for completion of hydraulic analysis, at the direction of the hydraulic engineer.

Control

Survey vertical control shall be NAVD 88. Survey horizontal control shall be California Coordinate System of 1983, Zone 2, Epoch 2010.0. Where more than one datum is required by

multiple agencies the consultant shall prepare the necessary conversion tables to enable the transformation from one datum to another.

Topographic Survey

The topographic survey will be at a drawing scale of 1 inch = 20 feet, with a one foot contour interval. The topographic survey must include the existing road facilities and encompass locations of various bridge alignments to be considered in project alternatives, conforms to the existing roadway, intersections and driveway approaches.

Topographic survey shall include all necessary work to produce a topographic map and an electronic surface model compatible with Civil3D (Version 2016 or later), including features such as, but not limited to:

- Pavement
- Existing delineation
- Utility markings on the pavement
- All utility facilities
- Driveways
- Fencing
- Landscaping
- Trees four (4) inches and larger in diameter at breast height
- Headwalls
- Bridge
- Retaining wall or decorative walls
- Vineyard rows
- Structures on adjoining parcels
- Existing lighting
- Drainage facilities
- Any other pertinent information that could apply to the project during design

Determine Existing Right of Way (ROW)

The consultant shall perform the following ROW survey tasks:

- Perform boundary research to locate the existing ROW data
- Perform boundary surveys to search for, locate and tie existing monuments
- Perform analysis and mapping of the existing road ROW (provide the County with copies of all documentation, records, maps etc. relied on in establishing the location of the existing ROW).
- File a Record of Survey map of the existing monuments found and existing County ROW as determined.

Task 3 Deliverables

- Topographic survey map and digital terrain model of project site compatible with Civil3D (Version 2016 or later).
- Acquisition map (Right-of-way Appraisal Map)
- Record of Survey (including found monuments and existing ROW)

- Legal descriptions, plats and closure calculations for ROW acquisition
- AutoCAD .dwg file of the topographic survey containing the survey points of stream cross section survey mapping at the drawing scale of 1 inch = 20 feet (Version 2016 or later).

Task 4 Alignment Engineering

The consultant shall recommend the alignment of the new bridge and the extent of the roadway approaches in close collaboration with the County. The consultant shall analyze several feasible alignment alternatives and propose the most feasible alternative based on the site constraints, public input, AASHTO, and Caltrans geometric standards. The alternatives alignments must be developed enough to determine the environmental foot print of the options, together with right-of-way requirements. Detailed design of new intersections shall be included.

Task 4 Deliverables:

- Preliminary Alignment Alternatives

Task 4 County Decision Point:

- Approve Preliminary Alignment

Task 5 - Geotechnical Engineering

The consultant shall prepare a geotechnical report for the site as required for the completion of design, construction documents. The consultant will be responsible for obtaining permits necessary for field geotechnical investigation work. . The geotechnical report shall include an evaluation of the effects of any slope erosion or periodic land movements during extreme storm and seismic events; hydrological and soils data, specifically designed for the liquefiable soils at the site; seismic parameters and recommendations for the foundation bridge design.

The consultant's subsurface exploration shall include drilling test borings at key locations, obtaining soil and rock samples for observation and laboratory testing, and measuring the depth to and variation in embankment groundwater levels. The coordination of boring locations must be discussed with the County prior to beginning boring. This task shall include the following:

- Planning & Permitting
- Schedule field exploration.
- Field stake boring locations; coordinate utility clearance with Underground Service Alert.
- Obtain Sonoma County Permit and Resource Management Department (PRMD) drilling permit and Caltrans encroachment permits as needed.

Drilling operations within the channel (below top of bank to top of bank).

Depending on location, this may require additional permits and to be completed only during the dry season. The consultant will be responsible for paying all the costs associated with these permits.

Traffic Control

Flagmen and portable orange traffic warning signs and cones shall be used to control traffic

whenever drilling operations present a potential obstruction to traffic.

Geologic Reconnaissance

Research published documents, including geologic maps of the site and vicinity.

Perform an engineering geologic reconnaissance of the channel and surrounding areas. The consultant's reconnaissance will be directed toward identifying and mapping bedrock types, bedding orientation, fracturing, faulting, and other bedrock characteristics, as appropriate.

Geotechnical Investigations

Attend a kick off meeting among representatives of the County and consultant (may be available by phone.)

Consultant shall perform field tests (test pits, borings, geologic reconnaissance or seismic refraction profiles) to collect subsurface information required for foundation design. This shall include locating borings at the project site; marking out field test locations with paint or other acceptable means for Underground Service Alert notification and for utility location; logging earth materials; groundwater depth and the depth of refusal or solid rock if either are encountered. Each boring site shall be accurately mapped.

Laboratory Testing

Selected soil and rock samples obtained from the consultant's borings will be subjected to laboratory testing at a certified geotechnical laboratory to assess their pertinent geotechnical engineering characteristics. Tests to be performed include moisture content/dry density, classification, strength, corrosivity, R-value (for pavement design) or any other tests recommended as appropriate by the Design Engineer. Hard rock core pieces of sufficient length will be tested for compressive strength, if practical. In addition, consultant shall also be responsible for providing the following; basic soil characteristics and bearing capacity. Consultant shall also be responsible for testing hazardous materials when pertinent.

Engineering and Geologic Analyses

The consultant shall characterize the creek channel and surrounding terrain in terms of regional and local geological and seismic conditions, including geologic hazards (primarily creek bank stability and channel scour). In consultation with the County, the consultant shall analyze the field and laboratory data and conduct engineering and geologic analyses to provide conclusions and recommendations regarding the bridge foundation design criteria. The consultant will also identify alternatives based on their experience with similar projects and the results of the investigation. The field geology and boring log data-will be presented on a geologic map and subsurface profile sheet. Laboratory test data will be presented on the boring logs alongside the samples tested.

The consultant will determine the appropriate seismic design parameters and use an accepted pile analysis for the pile design, as appropriate. The consultant will also prepare an Acceleration Response Spectrum (ARS) curve.

The consultant will develop geotechnical criteria for design of the most suitable foundation alternative, including the following:

- Site preparation and grading, including excavation characteristics, suitability of excavated

soils within the roadway for re-use as fill, and the treatment of existing fill, expansive and liquefiable soils, as appropriate
- ARS curves per Caltrans Seismic Design Criteria
- Foundation design criteria for potential foundation type, including group analyses for Cast-in-Drilled-Hole (CIDH) or driven pile design
- Pavement sections for asphalt-paved areas
- Anticipated geotechnical construction problems, if applicable

Prepare Reports

The consultant shall summarize the results of the investigation, testing, and analysis in a draft report. The draft report shall include recommendations for foundation type, foundation capacity, and retaining structures. The report shall identify any construction conditions or geologic hazards that may be present and need to be addressed. The draft report shall be submitted for the 35% PS&E. After the County has commented on the draft report and all outstanding questions answered the report shall be finalized.

Task 5 Deliverables:

- Preliminary Geotechnical Report
- Geotechnical Report
- Site-specific ARS Curves
- Log of Borings for PS&E

Task 6 Preliminary Engineering

This task will consist of investigatory studies, preliminary design, and all other work necessary to bring the project to 35% design and to provide a final Type Selection Report.

Assess Available Information

The consultant shall assess all available information on the project. Such information may include existing drawings, studies and reports, or preliminary engineering performed by others.

Areas of Focus

The consultant shall provide preliminary engineering services or site assessments needed for the following tasks:

- Assist the County with preparation of the bridge project NEPA/CEQA documents.
- Identify issues that must be addressed in the design
- Type Selection Report Preparation
- The consultant shall work closely with County staff to develop the appropriate bridge replacement design. Key issues to consider include (in no particular order):
- Aesthetics of the new bridge
- New bridge alignment
- Public input
- Flood water elevations
- Structure depth and span arrangement
- Site geology and seismicity

- Environmental issues
- Maintenance of traffic
- Lighting (if determined to be necessary)
- Available ROW
- Construction access
- Unique project design criteria

Consultant shall prepare a Type Selection Report that will document the structure types and configurations considered, with estimated costs and recommendations for final structure type. Assume aesthetic treatments such as a custom bridge design profile, balconies/lookouts, corbels, railings, and lights. The Type Selection Report shall be prepared for approval by the County and Caltrans Local Assistance following the guidelines established in the Caltrans Memo to Designers. The proposed replacement bridge shall be presented on general plan drawings and documented in a report.

Task 6 Deliverables:

- NEPA/CEQA document support/assistance to the County's Natural Resources Section of Permit Sonoma (PRMD).
- Preliminary design drawings and reports
- Bridge Type Selection Report
- Construction Cost Estimates
- AutoCAD .dwg files of preliminary design drawings

Task 6 County Decision Point:

- Select Bridge Type
- Provide 35% PS&E Review Comments

Task 7 Utility Coordination

Consultant shall lead the utility coordination efforts. Tasks include, but are not limited to:

- Organizing a list of utility contacts
- Creating and mailing Utility Letters on the County's letterhead
- Mapping existing utilities
- Identifying potential conflicts
- Designing preliminary utility layouts and identifying possible easements
- Preparing high level estimates of relocation costs for the various utility facilities requiring relocation
- New utility requirements for the new lighting if applicable

Task 7 Deliverables:

- Conflict Resolution Plans and Estimates for utility relocations
- Coordination of all utility relocations required for construction with the affected utility companies

Task 8 Hydrology and Hydraulics

The consultant shall complete the Design Hydrology and Hydraulics Report, Location Hydraulic Study, Floodplain Evaluation Report, Summary Floodplain Encroachment Report, as needed, and to establish the 100-year flood level at the bridge.

Data Collection and Site Review

The consultant shall collect and review any available hydrologic and hydraulic studies prepared for the project area as well as other background information from Sonoma County Water Agency (SCWA) and Federal Emergency Management Agency (FEMA). The consultant shall also conduct site visits to verify stream channel roughness, its constrictions and potential scour.

Hydraulics Analyses

The consultant will develop hydraulic analysis models to incorporate information obtained from its assessment of available information and the creek cross section data from the topographic survey.

The consultant shall evaluate the 50 year and 100 year drainage flows and overtopping event, for existing and proposed conditions of the new bridge and approach roadways. Modeling shall include the 50 and 100 year recurrence events. Flow results shall be used for the existing bridge geometry and calibrated against published data, gauge data, field observations of high water marks and any available anecdotal data.

Documentation

The consultant shall prepare studies and reports that document their findings. The reports will describe methodology used, summarize model output, include creek cross sections in plan and profile view and will delineate the 100-year water level for existing and proposed conditions through the project reach.

The reports shall be prepared in accordance with the format and guidelines presented in the "Checklist for Drainage Studies and Reports," *Local Assistance Procedures Manual* (LAPM): Exhibit 11-E. The draft report shall be submitted for the 35% PS&E. After the County has commented on the draft report and all outstanding questions answered the report shall be finalized.

Design Hydrology and Hydraulics Reports and Studies

In addition to the hydraulics report the following reports shall be prepared: Location Hydraulic Study, Floodplain Evaluation Report, and a Summary Floodplain Encroachment Report.

Task 8 Deliverables

- Hydraulics Report
- Floodplain Evaluation Report
- Summary Floodplain Encroachment Report
- Location Hydraulic Study

Task 9 Environmental

The County has in-house environmental specialists from PRMD, who will lead the environmental clearance effort (CEQA/NEPA and environmental permits), including setting up and facilitating interagency meetings. The consultant shall work closely with PRMD staff to support their work in obtaining the environmental clearance and identify environmental constraints and opportunities to minimize costs and time delays. This will include providing engineering information and documentation in a timely manner.

Listed below is an outline of the anticipated environmental studies to be prepared by the consultant, necessary to satisfy portions of the environmental documents (NEPA/CEQA) and environmental permitting requirements:

Visual Simulations for the Project

Visual simulations are required needed per the PRMD Visual Assessment Guidelines, which will also be used for public meetings. Up to three viewpoints of the preferred alignment shall be chosen for the simulations.

Equipment Staging Technical Memorandum

Prepare an Equipment Staging Tech Memo. PRMD environmental staff can provide a sample from a recent project.

Right of Way Technical Memorandum

Prepare a Right of Way tech Memo as described in the Caltrans February 17, 2016 letter transmitting the signed PES to the County.

Noise Technical Memorandum

Prepare a Noise Tech Memo as described in the Caltrans February 17, 2016 letter transmitting the signed PES to the County. A bioacoustics analysis shall be performed for the proposed project if pile driving is required. PRMD environmental staff can provide a sample from a recent project.

Cultural Resources

The consultant shall prepare the Section 106 of the Historic Preservation Act reports: Historical Property Survey Report (HPSR), Historical Resources Evaluation Report (HRER), an Archeological Survey Report (ASR), and a Finding of Effect (FOE) Report. (Note the County shall provide an approved APE map). See PQS letter attached to February 17, 2016 letter from Caltrans to the County for details.

The consultant will also complete a California Department of Parks and Recreation Form 523 (DPR Form 523) for the existing bridge, evaluating the bridges potential for eligibility on the California Register of Historic Resources.

Water Quality Assessment Report (WQAR)

The consultant will assist and provide PRMD with storm flows and drainage pattern information (existing and proposed) for inclusion in the WQAR. The consultant shall prepare a WQAR per the Caltrans guidance in the Standard Environmental Reference.

Task 9 Deliverables

- Equipment Staging Tech Memo Right of Way Tech Memo
- Visual Simulations for Proposed Project per PRMD Guidelines
- Cultural Reports: HPSR, HRER, ASR, FOE
- DPR Form 523
- WQAR
- Noise Tech Memo

PHASE 2

Begin preparation of ready-to-bid plans for project described in the approved environmental document. The cost estimate for the bridge design portion of the work in Phase 2 should include two options. The first being some form of a reinforced concrete open spandrel arch bridge similar to the existing structure. The second to design a conventional reinforced concrete box girder.

Task 10 Finalize ROW to be acquired

Consultant shall prepare an acquisition map

Complete a Record of Survey showing the existing ROW and the project centerline(s). The Record of Survey shall show at least two permanent monuments that will survive the construction of the project

This proposal assumes the consultant will procure between 8 to 10 title reports

The consultant will prepare approximately 8 to 10 legal descriptions for permanent ROW acquisition and 8 to10 legal descriptions for temporary construction easement acquisition. Consultant shall prepare ROW Data sheets per the guidelines in the *Caltrans Right of Way Manual*. These descriptions shall include the following:

- Plats and closure calculations for permanent acquisitions and temporary construction easements
- Prepare legal descriptions

Task 11 - 65% PS&E

Bridge/Structural Design Development

The consultant shall preform structural design investigations, analysis, computations, and prepare detailed structural plans for the proposed replacement bridge in accordance with the latest Caltrans bridge design techniques including a Foundation Report and a Location Hydraulic Study. Standard construction materials shall be used in the design of the proposed bridge replacement wherever possible. Where specialized non-standard construction/building materials are required, the consultant shall first obtain approval from the County prior to incorporating them into the design.

The consultant shall confirm and verify the design criteria and loading conditions, then verify the structural adequacy of the selected bridge type.

Permanent, transient and extreme event load cases shall be considered per Caltrans BDS and AASHTO LRFD. For steel structures, an analysis of fatigue loading will be performed. Global analyses shall consider soil-structure interaction.

Project plans prepared by the consultant shall include a complete set of plans at the 65% level. All identified and affected existing utilities shall be accurately indicated on the plans. Plans at 65% should be of sufficient level to start ROW acquisition.

- Contract drawings will be developed using AutoCAD 2015 or newer
- Contract Drawings
- Contract drawings for the bridge and roadway approaches will include as a minimum:
- General Plan
- General Notes, Index, Std. Plans List
- Approach Plans, Profiles & Sections
- Structure Plans and Elevations
- Drainage Plans and Profiles
- Temporary and Permanent Erosion and Pollution Control Plans
- Foundation Plans
- Abutment Plans, Elevations & Sections
- Abutment Reinforcing Details
- Deck Plans and Reinforcing Details
- Proposed Erection Sequence
- Expansion Joints and Bridge Rails
- Drainage Details
- Log of Test Borings
- Stormwater treatment
- Utility relocations and/or adjustments
- Typical Sections
- Roadway Design Criteria (Traffic Index, Design Speed, etc.)
- Lighting
- Any environmentally sensitive areas, areas of cultural or tribal monitoring
- Traffic Control Plans
- Pavement Delineation Plans

All drawings will be prepared per the most current Caltrans, FHWA and County standards.

Specifications

The consultant will develop project specifications and special provisions from the most current Caltrans and County standards.

Bridge Approach Roadways

The consultant shall preform roadway design in accordance with the latest version of the Caltrans *Highway Design Manual* and the County design standards. Design shall include details for traffic control plans in accordance with the Caltrans *Manual of Uniform Traffic Control Devices*.

Re-alignment at the south and north approaches may be necessary, depending on the project

alternative that is selected. The consultant will design the approach roadways and prepare the contract drawings for these. The pavement section, roadside drainage and roadside barriers are included in the design of the bridge approach roadways.

Quality Control and Quality Assurance

A Quality Control (QC) and Quality Assurance (QA) program will be implemented on the project to capture any design or drafting errors.

The consultant shall employ a QC program that consists of checking and back-checking the design calculations and contract plans.

QA entails ensuring that all QC procedures have been followed and that all critical issues have been addressed and resolved.

The 65% PS&E will be submitted after QA/QC has been completed.

Task 11 Deliverables

- 65%PS&E
- 65% Design Calculations

Task 11 County Decision Points

- Provide 65% PS&E review comments

Task 12 95% PS&E

PS&E shall be 95% complete. Major subtasks for this phase of the work are:

- Incorporate County review comments into the design and bidding documents, if any
- Complete the design documents and bidding documents
- Perform an independent design check

The QC/QA procedures described in Task 4 will be implemented during this task as well, this time with an emphasis on coordination between structural, traffic and utility documents and the elimination of any conflicts between them.

Independent Design Check

The independent design check of the bridge structure shall be performed by individuals that weren't involved in the originating or checking of the design calculations. Where possible, the independent checker shall use alternative methods of design and analysis than used by the designer.

The independent check is complete when the independent checker finishes their calculations, compares results with those of the designer and reconciles all discrepancies between the independent check and the original design.

The 95% PS&E will be submitted when the independent design check is complete. The design of the bridge and approaches is essentially complete at this time.

Task 12 Deliverables:

- 95% PS&E
- 95% Design Calculations
- Independent Design Check

Task 12 County Decision Point:

- Provide 95% PS&E review comments
- The County may hire a bridge consultant to perform a constructability review.

Task 13 Final (100%) PS&E

This phase begins after the 95% PS&E is submitted and County has responded with comments.

The objective in this task is to provide the design and construction documents the County will use to advertise for bids and administer the bridge construction. PS&E shall be 100% complete.

Major sub tasks for this phase of the work include:

- Incorporate County review comments into the design and bidding documents
- Sign and seal the design and bidding documents
- Prepare copies of design, design check and bidding documents in the quantities required by the County
- Assist the County in securing federal bridge funding through Caltrans, if needed

The consultant shall not prepare the deliverable for this task until receiving written authorization from the County.

Task 13 Deliverables:

- (1) Set of reproducible final design plans (printed in black ink on mylar)
- (10) Sets of hardcopy final design plans
- (10) Copies of Specifications (two loose-leaf bound and one printer ready)
- (1) Copy of Engineer's Estimate
- (1) Copy of design check calculations
- (1)Copy of design check quantities
- (2) Copies of Resident Engineer pending file
- (2) Copies of the Geotechnical Report, including the Bridge Foundation Report
- (2) Copies of hydraulic studies and reports
- (1) Flash drive with electronic versions of all Task 10 deliverables itemized above in DWG, MS Excel or MS Word format, Print ready PDF files of same will be provided. Design plans will be provided in AutoCAD and PDF formats.

Task 13 County Decision Point:

- Provide written authorization to proceed

Task 14 Pre-Construction Engineering Services

The consultant shall remain available to provide assistance during bidding and award. This work may include clarification of contract documents in response to contractor inquiries, preparing addenda and evaluating bids. Pre-construction engineering services shall be included in this proposal.

Task 15 Construction Support Services

Anticipation of reasonable hours for construction support services shall be included in the proposal. Key members of the Consultant design team must remain available to perform construction support services.

If additional services are required such services will be negotiated with the County at a future date. Common construction support services are described below.

Pre-construction Meeting

Key members of the consultant design team shall be available to attend the preconstruction meeting with the successful construction contractor.

Consultant Site Visits

Key members of the consultant design team shall remain available to review shop drawings and check falsework structural calculations, review material submittals, review/respond to Request for Information (RFI) and visit the project site during construction, if required. Any observed defects or deficiencies in the work shall immediately be brought to the attention of the County's Resident Engineer.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant OPAC Consulting Engineers, Inc. Contract No. BLRO-5920(118) Date Nov. 1, 2017

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Principal-In-Charge	Kwong Cheng	218	$80.84	$17,623.56
Project Manager	Francis Drouillard <Project Manager>	1038	$72.67	$75,430.42
Principal Engineer	Vivian Chang	358	$73.50	$26,312.28
Senior Engineer	Matthew Etchepare <Key Staff>	1754	$53.16	$93,233.87
Senior Engineer	Erik Lin	584	$56.46	$32,971.47
Engineer	< Staff Category >	1032	$32.77	$33,813.48
CADD	< Staff Category >	1248	$32.86	$41,010.53

LABOR COSTS 6232

a) Subtotal Direct Labor Costs $320,395.61

b) Anticipated Salary Increases (see page 2 for sample) $11,446.46

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $331,842.07

FRINGE BENEFITS

d) Fringe Benefits (Rate: 0.00%) **e) Total Fringe Benefits** [(c) x (d)] $0.00

INDIRECT COSTS

f) Overhead (Rate: **154.13%**) g) Overhead [(c) x (f)] **$511,468.18**

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $0.00

j) **Total Indirect Costs** [(e) + (g) + (i)] **$511,468.18**

FEE (Profit)

q) (Rate: **10.00%**) k) **TOTAL FIXED PROFIT** [(c) + (j)] x (q)] **$84,331.03**

OTHER DIRECT COSTS (ODC)

	Description	Unit(s)	Unit Cost	Total	
l)	Travel/Mileage Costs (supported by consultant actual costs)	0		$0.00	
m)	Equipment Rental and Supplies (itemize)	0		$0.00	
n)	Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	6	$6,050.00		Image Sets
o)	Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	1	**$816,032.36**	**$816,032.36**	Environmental docs, civil and geotechnical

109,464.53 86,278.46 366,650.78 253,638.58

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)] **$852,332.36**

NOTES: **TOTAL COST** [(c) + (j) + (k) + (p)] **$1,779,973.64**

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered “tools of the trade” are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant OPAC Consulting Engineers, Inc. Contract No. BLRO-5920(11 Date Nov. 1, 2017

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) Nov. 1, 2017

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$320,395.61		6232	=	$51.41	Year 1 Avg Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %

	Avg Hourly Rate		Proposed Escalation			
Year 1	$51.41	+	2%	=	$52.44	Year 2 Avg Rate
Year 2	$52.44	+	2%	=	$53.49	Year 3 Avg Rate
Year 3	$53.49	+	2%	=	$54.56	Year 4 Avg Rate
Year 4	$54.56	+	2%	=	$55.65	Year 5 Avg Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	40.00%	*	6232.0	=	2492.8	Estimated Hours Year 1
Year 2	15.00%	*	6232.0	=	934.8	Estimated Hours Year 2
Year 3	35.00%	*	6232.0	=	2181.2	Estimated Hours Year 3
Year 4	10.00%	*	6232.0	=	623.2	Estimated Hours Year 4
Year 5	0.00%	*	6232.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	6232.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$51.41	*	2493	=	$128,158.24	Estimated Costs Year 1
Year 2	$53.49	*	935	=	$50,000.94	Estimated Costs Year 2
Year 3	$54.56	*	2181	=	$119,002.24	Estimated Costs Year 3
Year 4	$55.65	*	623	=	$34,680.65	Estimated Costs Year 4
Year 5	$0.00	*	0	=	$0.00	Estimated costs Year 5
			0	=	$331,842.07	
			Direct Labor Subtotal before Escalation	=	$320,395.61	
			Estimated total of Direct Labor Salary Increase	=	**$11,446.46**	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT B - Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. **Workers Compensation and Employers Liability Insurance**
   - **a.** Required if Consultant has employees as defined by the Labor Code of the State of California.
   - **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   - **c.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   - **d.** *Required Evidence of Insurance*: Certificate of Insurance.

   If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
   - **d.** The County of Sonoma, its Officers, Agents, and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance:*

- **i.** Copy of the additional insured endorsement or policy language granting additional insured status; and
- **ii.** Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limits: $1,000,000 per claim or per occurrence; $1,000,000 annual aggregate.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. *Required Evidence of Insurance*: Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

a. The Certificate of Insurance must include the following reference: Chalk Hill Road over Maacama Creek Bridge Replacement Project (C10002).

b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

c. The name and address for Additional Insured endorsements and Certificates of Insurance is: The County of Sonoma, its Officers, Agents, and Employees, Attn: Samuel Baumgardner 2300 County Center Drive, Suite B100, Santa Rosa, CA 95403

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

EXHIBIT C– Disadvantaged Business Enterprises (DBE)

THIS PROJECT IS SUBJECT TO TITLE 49 CFR 26.13(B)

The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted agreements. Failure by the consultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

Consultant must take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the agreement (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Department shows a goal for DBEs. Consultant must make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Consultant must meet the DBE goal shown in Section 13.4 of Agreement or demonstrate that adequate good faith efforts to meet this goal. It is the consultant's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/findcertified.htm

All DBE participation will count toward the Department's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

100 percent counts if the materials or supplies are obtained from a DBE manufacturer.

60 percent counts if the materials or supplies are obtained from a DBE regular dealer.

Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(l) through (4) and (6).

DBE GOAL.

The Disadvantaged Business Enterprise (DBE) goal for this project is **9%**.

DBE COMMITMENT SUBMITTAL.

Submit DBE information on the Caltrans Bidder – DBE Commitment form included as within this Agreement. The form must be completed and returned with the agreement.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

It is the consultant's responsibility to verify that the firm is certified as of the date of submittal.

GOOD FAITH EFFORTS SUBMITTAL.

If you have not met the DBE goal, complete and submit the Good Faith Efforts Documentation form with the proposal showing that you made adequate good faith efforts to meet the goal.

Only good faith efforts directed towards obtaining participation by DBEs will be considered.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

Items of work the consultant has made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.

Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime consultant or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

Any additional data to support demonstration of good faith efforts.

SUBCONTRACTOR AND DBE RECORDS.

The Consultant shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the Agreement, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First Tier Subcontractor's" Form CEM-2402(F) and certified correct by the Consultant or the Consultant's authorized representative, and shall be furnished to the County Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

DBE CERTIFICATION STATUS.

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Consultant in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Consultant in writing with the date of certification. The Consultant shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprise (DBE) Certification Status Change" Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Consultant. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS.

The DBEs listed by the Consultant in response to the Section 13.4 of agreement, which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Consultant has received prior written authorization

to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Consultant.

The listed DBE becomes bankrupt or insolvent.

The Listed DBE fails or refuses to perform the subcontract or furnish the listed materials.

The Consultant stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Consultant.

The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.

It would be in the best interest of the County.

The Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Consultant) pursuant to prior written authorization of the Engineer.

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: Sonoma County TPW 2. Contract DBE Goal: 9%
3. Project Description: Chalk Hill Road over Maacama Creek Bridge Replacement
4. Project Location: Sonoma County, California
5. Consultant's Name: OPAC Consulting Engineers, Inc. 6. Prime Certified DBE: ☑

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
PRIME CONSULTANT -- Project management, bridge design and QA/QC	14241	Kwong Cheng (415)989-4551, x213	30%
Traffic engineering	40772	Atul Patel (925)2 64-5003	2%
Photorealistic renderings for visual impact assessments	37762	Angela Lin (415)398-7044	1%

Local Agency to Complete this Section

17. Local Agency Contract Number:
18. Federal-Aid Project Number:
19. Proposed Contract Execution Date:

11. TOTAL CLAIMED DBE PARTICIPATION 33 %

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

20. Local Agency Representative's Signature
21. Date
22. Local Agency Representative's Name
23. Phone
24. Local Agency Representative's Title

12. Preparer's Signature
13. Date: 10/13/2017
14. Preparer's Name: Kwong Cheng
15. Phone: 415-989-4551
16. Preparer's Title: President

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____

8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount

Local Agency to Complete this Section

20. Local Agency Contract Number: _____

21. Federal-Aid Project Number: _____

22. Contract Execution Date: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

23. Local Agency Representative's Signature _____ 24. Date _____

25. Local Agency Representative's Name _____ 26. Phone _____

27. Local Agency Representative's Title _____

14. TOTAL CLAIMED DBE PARTICIPATION **$** _____ **%**

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

15. Preparer's Signature _____ 16. Date _____

17. Preparer's Name _____ 18. Phone _____

19. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

[illegible] Project
[illegible] design and QA/QC
[illegible] Creek Bridge Replacement

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 39
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors
Board Agenda Date:	August 14, 2018
Vote Requirement:	Majority
Department or Agency Name(s):	Board of Supervisors
Staff Name and Phone Number:	Supervisor David Rabbitt 565-2241
Supervisorial District(s):	Second District
Title:	Re-appointment

Recommended Actions:

Approve the re-appointment of Kevin Jones Jr. to the Commission of Human Rights for a two-year term through April 4, 2020. (Second District)

Executive Summary:

Prior Board Actions:

Previously appointed on April 4, 2016

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 16-17

Expenditures		**Funding Source(s)**	
Budgeted Amount	$		$
Add Appropriations Reqd.	$	State/Federal	$
	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
	$		$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (If Required):			
Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 40
(This Section for use by Clerk of the Board Only.)

To: County Board of Supervisors

Board Agenda Date: August 14, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Resources Department

Staff Name and Phone Number:
Tracy Cunha, 707-565-2821

Supervisorial District(s):

Title: Women's Equality Day 2018

Recommended Actions:

Adopt a Resolution proclaiming August 26, 2018 to be Women's Equality Day in Sonoma County

Executive Summary:

Women's Equality Day was established in 1971 through a Joint Resolution of Congress put forth by Representative Bella Abzug (D-NY). The date of August 26th was chosen in commemoration of the passage of the 19th Amendment and, in celebration and recognition of, the history of the United States suffrage movement that officially began at Seneca Falls, New York in 1848. Seventy-two years later, in 1920, women were finally given the right to vote.

The Commission on the Status of Women (CSW) strives to carry forward the legacy of the suffrage movement by providing programs that support the equality of women and girls in our community – a key component of the Junior Commissioner Project, a leadership and mentoring program for high-school age youth – and partnering with organizations that promote the participation of women in the electoral and political process.

Discussion:

The Commission believes Women's Equality Day is not only an opportunity to recognize and honor the efforts of the women and men who fought for equal rights for women, but that Women's Equality Day is also an opportunity to bring attention to the reality that despite decades of progress, women have not achieved true equality beyond the voting booth. Women still face an array of gender-related disparities in many areas, including but not limited to: employment earnings, economic security, personal safety, and healthcare. These disparities play a major role in the lack of women in positions of corporate leadership and elected office.

After reviewing the California Women's Well-Being Index compiled by the California Budget & Policy Center and the Women's Foundation of California, the Commission selected four low-scoring areas affecting women and girls in Sonoma County in which they hope to bring about change.

Affordable Childcare
Women often cannot accept gainful employment, or invest in professional development when they cannot access affordable care for their children. The Affordable Childcare ad hoc will work to raise local awareness of the need for affordable care in Sonoma County while also supporting legislation that will increase its availability locally. Commissioners will participate in lobbying efforts, provide support for relevant legislation and will team up with local groups who are also seeking to increase quality affordable childcare in our community.

Empowering Women
This ad hoc committee continues to focus on encouraging and supporting women to undertake active roles in the public sector and recognize the innate value of the participation of women in decision making. To this end, the committee has collected and collated information about every committee, board, commission, advisory body in Sonoma County with public participation showing jurisdiction, purpose, composition and membership. This information will be made available through the Commission webpage, and will be updated to insure that the information is current and complete. To complement this information, the committee is designing workshops that will be presented in locations throughout the county to engage, recruit and support women who might be interested in a public role. This workshop is designed not only to provide information about the application process but to demonstrate that women have skills and perspectives that would be valuable to any public service with or without prior experience or professional training.

The Commission is committed to the principles equal rights and equal access for women and opening doors to the ideas and voice of women benefits the entire community regardless of the location, subject matter, or jurisdiction.

Intimate Partner Violence
Women locked into abusive and violent relationships are particularly challenged in working on their own professional growth and development.

The ad hoc continues to identify and build relationships with organizations that help individuals affected by intimate partner violence and sexual assault. Commissioners also continue to support our partners in providing access to intimate partner violence and sexual assault prevention education within local schools and throughout the community. This is an area we hope to expand in the next year.

Mental Health/Suicide
This committee's goals include creating and maintaining a one-stop online resource for organizations and services for women with mental health issues, or who are caring for children with mental health issues. A second goal is to raise awareness of mental health and to work to de-stigmatize mental illness and suicide.

The Commission believes that addressing these issues will help pave the way for women to truly achieve equality in many areas where there is currently disparity, and will help facilitate more females stepping into roles of leadership and public office.

In partnership with like-minded local organizations, the Commission will be able to provide and promote equal opportunities for women and girls of Sonoma County so that there truly can be equality for all women.

Prior Board Actions:

In 2017, 2016, 2013, 2012, 2010, and 2006 through 2008, the Board of Supervisors passed Resolutions proclaiming August 26 to be Women's Equality Day in Sonoma County.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Community members look to advisory bodies such as the Commission on the Status of Women to bring their needs and concerns to the attention of our elected officials. Commissioners working to ensure women and girls have access to quality services and education that increase their well-being and potentially create equality within the community is in alignment with the County's goal of having a safe, healthy, and caring community.

Fiscal Summary

Expenditures	**FY 17-18 Adopted**	**FY 18-19 Projected**	**FY 19-20 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Women's Equality Day Resolution			
Related Items "On File" with the Clerk of the Board:			
N/A			

County of Sonoma
State of California

Item Number: _____

Date: August 14, 2018 Resolution Number: _____

☐ Majority

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Proclaiming August 26, 2018 To Be Women's Equality Day in Sonoma County

Whereas, women have played a critical role in shaping the economic, political, and social fabric of our society through their participation in the civic debate which continues to be the lifeblood of our democracy; and

Whereas, the struggle for the right to vote and the enactment of the 19th Amendment to the United States Constitution were foundational steps in moving toward equal rights for women; and

Whereas, almost a century after the ratification of the 19th Amendment, women continue to struggle for equal pay and equal rights in all regards; and

Whereas, Women's Equality Day provides an opportunity for schools and communities to acknowledge four centuries of Americans, both women and men, who worked on behalf of universal suffrage and equal rights;

Now, Therefore, Be It Resolved by the Board of Supervisors of Sonoma County, in recognition of the efforts to achieve equal rights under the law for women and the critical position of women in America society, that August 26, 2018 be proclaimed Women's Equality Day in Sonoma County.

Supervisors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 41
(This Section for use by Clerk of the Board Only.)

To:			
Board Agenda Date:	August 14, 2018	**Vote Requirement:**	Majority
Department or Agency Name(s):	Board of Supervisors		
Staff Name and Phone Number:	Supervisor James Gore (707) 565-2241	**Supervisorial District(s):**	Fourth
Title:	Gold Resolution		

Recommended Actions:

Adopt a Gold Resolution commending Brian Fies for his contributions to the arts and literature in Sonoma County. (Fourth District)

Executive Summary:

Adopt a Gold Resolution commending Brian Fies for his contributions to the arts and literature in Sonoma County. (Fourth District)

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Fiscal Summary			
Expenditures	**FY 17-18 Adopted**	**FY 18-19 Projected**	**FY 19-20 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Related Items "On File" with the Clerk of the Board:

County of Sonoma
State of California

Item Number: _____

Date: January 3, 2018 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,

Whereas, Brian Fies is a proud son of Sonoma County who graduated from Montgomery High School and returned to the area after graduating from UC Davis with a physics degree.

Whereas, with his wife Karen Fies, Mr. Fies has lived, worked, and raised a family in Sonoma County for more than 30 years, graduating his daughters Laura and Robin from Maria Carrillo High School.

Whereas, in 2006, his first graphic novel, *Mom's Cancer*, a true story about his mother's diagnosis and treatment for metastatic lung cancer, was published. It has been translated into four languages (German, French, Italian and Japanese) and won several literary awards.

Whereas, his second graphic novel, *Whatever Happened to the World of Tomorrow*, was also nominated for several awards, was translated into German, and was named best astronautical literature by the American Astronautical Association.

Whereas, days after the wildfires of October 2017, which destroyed the Fies family home, he wrote and drew *A Fire Story*, an 18-page online comic strip that immediately went viral. More than 3 million people read his story or watched an animated version produced by KQED, which gave a unique first-person perspective of the enormous disaster. In June 2018, KQED's film and Mr. Fies won an Emmy Award for Best Public/Current/Community Affairs Feature.

Whereas, Mr. Fies is now working to expand "A Fire Story" into a full-length graphic novel to be published by Abrams Books in spring 2019, which he hopes will tell the story of Sonoma County's people, courage, and resilience to readers around the world.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma commends Brian Fies on his contributions to the arts and literature in Sonoma County and for continuing to be a champion for recovery and resilience in this community in the face of great personal loss.

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 42
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 14, 2018

Vote Requirement: Informational Only

Department or Agency Name(s): Department of Agriculture/Weights & Measures

Staff Name and Phone Number:
Sue Ostrom, 565-3836

Supervisorial District(s):

Title: 2017 Sonoma County Crop Report

Recommended Actions:

Receive the 2017 Sonoma County Crop Report – Informational Only

Executive Summary:

The Agricultural Commissioner is required by law to annually compile and report crop and livestock statistics; and pest exclusion, management, and eradication activities to the Board of Supervisors and the Secretary of the California Department of Food and Agriculture. The Sonoma County Department of Agriculture/Weights & Measures has compiled the annual Crop Report every year since 1928. This year's report shows a total gross production value of $894 million, a decrease of $4 million from 2016. All Crop Reports are available on the Department's website (http://sonomacounty.ca.gov/Agriculture-Weights-and-Measures/Crop-Reports/).

Discussion:

The annual Crop Report provides an accounting of Sonoma County agricultural commodity production and gross values, not net farm income, and is used in the community as a valuable resource for economic development, tourism, financing, and history by illustrating trends in agricultural production.

The Department of Agriculture/Weights & Measures activities are also highlighted in the report and include a summary of accomplishments for the Agriculture, Land Stewardship, and Weights & Measures Divisions. Data on non-agricultural crops such as commercial fish landings and timber harvests are also included from the California Department of Fish and Wildlife and Board of Equalization respectively.

This year's crop report honors Sonoma County Farm Trails. Since 1973, Sonoma County Farm Trails has fostered a connection between farmers and consumers and played an important role in educating the public about how their food is produced. In addition, they have been pioneers in agritourism while advocating for farmers and sustainable agriculture.

The 2017 total gross production value of all crops was $894,182,900, a 0.45% decrease from the 2016 value of $898,125,200. This is the gross value and does not account for costs such as for production, processing, and bringing the commodity to market. While the per ton winegrape value and nursery product value both increased from 2016, the decrease in apple yields and overall value of livestock and poultry products, including a decrease in market milk production, contributed the overall gross production decrease from 2016.

This data is provided through surveying more than 1,000 Sonoma County producers. Without the support and response to these surveys this report would not be possible.

Prior Board Actions:

The Board receives the Sonoma County Crop Report annually.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary

Expenditures	**FY 17-18 Adopted**	**FY 18-19 Projected**	**FY 19-20 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

None.

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
Power Point Presentation 2017 Sonoma County Crop Report
Related Items "On File" with the Clerk of the Board:

2017 Sonoma County Crop Report

SONOMA COUNTY DEPARTMENT OF AGRICULTURE/WEIGHTS & MEASURES

133 AVIATION BOULEVARD, SUITE 110

SANTA ROSA, CA 95403

WWW.SONOMACOUNTY.CA.GOV/AWM

Sonoma County CROP REPORT 2017

Presented by:

Sue Ostrom
Assistant Agricultural Commissioner

Andrew Smith
Deputy Agricultural Commissioner

SONOMA COUNTY DEPARTMENT OF
AGRICULTURE/WEIGHTS & MEASURES

Farm Trails: A Sonoma County Legacy

- Established in 1973 in effort to connect consumers directly with farmers growing their food
- Mission statement to *"ensure the continuing economic viability of Sonoma County agriculture by instilling an appreciation of agriculture as a vital part of our community and lifestyle"*
- Publishes annual map and guide of participating producers and family farms, produces Gravenstein Apple Fair, and funds scholarships for aspiring young farmers
- 127 member farmers and producers and 64 supporting partners

SONOMA COUNTY DEPARTMENT OF AGRICULTURE/WEIGHTS & MEASURES

AWM's Role in the Community

- Promote and protect agriculture, the health and safety of our community, environment, and economy through education and the enforcement of laws and regulations
- Market and consumer protection
- Assist community as disaster workers during times of need
  - During 2017 Wildfires, escorted growers/producers through evacuation areas to perform critical agricultural functions

SONOMA COUNTY DEPARTMENT OF AGRICULTURE/WEIGHTS & MEASURES

2017 Crop Review

- Total value for 2017 was $894,182,900, a 0.45% decrease from 2016
- Overall winegrapes value decreased 1.4%
  - Value per ton increased 8.3% to $2,806 per ton
  - Overall tonnage decreased 8.9%
- Fruit and nut crops decreased 1.7%
- Field crops decreased 11%
- Nursery product value increased 8.3%

SONOMA COUNTY DEPARTMENT OF AGRICULTURE/WEIGHTS & MEASURES

Winegrapes

- Tonnage in 2017 was 206,097, a 8.9% decrease from 2016
- 2017 yields per acre close to average at 3.3 tons per acre
- Price per ton increased 8.3% to $2,806
- Total value for 2017 was $578,312,900, a 1.4% decrease from 2016

SONOMA COUNTY DEPARTMENT OF
AGRICULTURE/WEIGHTS & MEASURES

Livestock and Poultry / Livestock and Poultry Products

- Livestock values in 2017 totaled $77,647,700, a 10% increase from 2016
  - Includes cattle, sheep, and hogs
- Value of market milk decreased 6%
- Overall egg production value was $39,749,200, a 27% increase from 2016

SONOMA COUNTY DEPARTMENT OF AGRICULTURE/WEIGHTS & MEASURES

Field Crops

- Primary field crops include rye and oat hay, oats, corn for silage and pasture, and rangeland
- 2017 overall value decreased by $1.4 million
- Decrease in acres harvested and yields from 2016
- Price per ton up slightly in most categories

SONOMA COUNTY DEPARTMENT OF AGRICULTURE/WEIGHTS & MEASURES

Apple Production

- Decreased yields from 2016
  - 2016 yields had rebounded from poor 2015 crop
- Slight decrease in price for processing apples
- Apples for processing make up 95% of market

SONOMA COUNTY DEPARTMENT OF
AGRICULTURE/WEIGHTS & MEASURES

Nursery Products

- Overall value of nursery products in 2017 was $35,410,800, a 8.3% increase from 2016
- 114 state licensed production nurseries in Sonoma County
- Deciduous fruit trees, cacti, and houseplants increased over 9.4%

SONOMA COUNTY DEPARTMENT OF
AGRICULTURE/WEIGHTS & MEASURES

Agriculture Division Highlights

- Inspected over 2.7 million chicken eggs for defects via representative sampling
- Performed 52 inspections related to commercial and agricultural pesticide use
- Issued 701 operator identification numbers and restricted material permits
- Inspected 9,412 shipments of plant material entering Sonoma County for presence of exotic and quarantined pests and pathogens
- Issued 193 certified producer's certificates and 27 farmers' market certificates
- Diverted 19,200 pounds of plastic from landfill through the Division's two recycling days with over 100 participating growers

SONOMA COUNTY DEPARTMENT OF
AGRICULTURE/WEIGHTS & MEASURES

Land Stewardship Division Highlights

- Created *The Land Steward's Guide to Vineyard and Orchard Erosion Control*, a best management practices manual to help vineyard and orchard managers maintain their properties
- Collaborating with local Regional Water Quality Control Boards to help agricultural community meet upcoming State Water Board requirements
- Reviewed a total of 164 vineyard/orchard development projects, a 9% increase in projects from 2016
  - 71 new projects
  - 93 replant projects

SONOMA COUNTY DEPARTMENT OF AGRICULTURE/WEIGHTS & MEASURES

Weights & Measures Division Highlights

- Registered 1,877 business and commercial device owners operating over 38,181 commercial weighing and measuring devices in Sonoma County
- Inspected 6,897 commercial weighing and measuring devices
  - Includes retail motor fuel meters, utility meters, grocery store scales, livestock scales, taxi meters, etc.
- Performed 766 price verification inspections at local retailers that use scanners
- Inspected 20,469 individual items for price accuracy; identified 382 items as over charges

SONOMA COUNTY DEPARTMENT OF AGRICULTURE/WEIGHTS & MEASURES

Questions?

SONOMA COUNTY DEPARTMENT OF
AGRICULTURE/WEIGHTS & MEASURES

Sonoma County CROP REPORT 2017

SONOMA COUNTY FARM TRAILS®

DEPARTMENT OF AGRICULTURE/WEIGHTS & MEASURES

Tony Linegar
Agricultural Commissioner
Sealer of Weights & Measures

133 Aviation Blvd., Suite 110
Santa Rosa, CA 95403-8279
(707) 565-2371 Fax (707) 565-3850
sonomacounty.ca.gov/AWM

Karen Ross, Secretary
California Department of Food and Agriculture

and

The Honorable Board of Supervisors of Sonoma County:
Susan Gorin – First District
David Rabbitt – Second District, Vice Chair
Shirlee Zane – Third District
James Gore – Fourth District, Chair
Lynda Hopkins – Fifth District

It is my privilege to present the 2017 Sonoma County Crop Report as prepared pursuant to Section 2279 of the California Food and Agriculture Code. The reported total value for 2017 was $894,182,900 which represents a 0.45% decrease from our 2016 value of $898,125,200. This report reflects the gross production values, not the net income or costs of production and marketing.

The 2017 growing season was anything but "normal" and included deluges of rain, heat waves, and devastating wildfires. The wildfires came October 8th, thankfully late in the season when most crops had already been harvested, reducing the impacts to agriculture. The season started out wet with over 49 inches of rain spanning from January through June. This welcome rainfall alleviated concerns over continued drought conditions, filling reservoirs, and replenishing the soil profile. Grapevines grew vigorously, and more effort was given to cover crops, tillage, and managing canopies. August delivered some of the longest, hottest periods seen in recent years, which resulted in the winegrape harvest starting with a sprint. The value per ton for winegrapes increased by 8.3% to $2,806 per ton, however, tonnage overall was down 8.9% from 2016. As a result, total winegrape value was down 1.4% compared to 2016 at $578,312,900.

Apple yields dropped significantly from 2016 after a year of insufficient chill hours and considerable rainfall during bloom. 2017 apple tonnage was down nearly 43% from 2016 putting it on par with the low yields of 2014, which was one of the worst apple crops in recent history. Despite apple prices per ton increasing by more than 7% and continued demand and premium price for organic apples, overall value of apples dropped 39% compared to 2016.

The overall value of livestock and poultry products decreased slightly from 2016. The driving factor behind the reduction was a 5% decrease in market milk production coupled with a continuing decrease in milk value per unit.

Nursery product value was up 8.3% from 2016. Bedding plants saw an increase of over 300%, while deciduous fruit trees, cacti, and houseplants saw an increase of over 9.4%. This is attributed to increased landscaping replacement across the county as more residents replace lawns with drought-resistant plants in response to rising water costs.

This year's crop report honors Sonoma County Farm Trails. Since 1973, Sonoma County Farm Trails has fostered a connection between farmers and consumers and played an important role in educating the public about how their food is produced. In addition, they have been pioneers in agritourism while advocating for farmers and sustainable agriculture.

I would like to extend my gratitude and appreciation to all of the agricultural producers whose participation made this report possible. A sincere thank you to Pierpaolo Aymar, Agricultural Biologist, who collected and compiled these statistics, as well as the outstanding staff of the Department of Agriculture/Weights & Measures who contributed to the production of this report.

Respectfully submitted,

Tony Linegar
Agricultural Commissioner/Sealer of Weights & Measures

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Photo credit: Devoto
Front cover photo credits, clockwise from top left: pigs by Tara Firma Farms, radishes by Tierra Vegetables, eggs at Redwood Hill Capracopia by Dawn Heumann, dahlias by Aztec Dahlias

Farm Trails

A Sonoma County Legacy

In the spring of 1973, before certified farmers' markets were established, and before any campaigns to shop locally were in existence, there was a glaring need to create a way for farmers to sell directly to consumers. In addition, there was not a good way for the consumer to meet the farmer growing their food and learn about how or where it was grown. It was then that a group of forward thinking farmers in Sonoma County set out to change all of that. Anchored by a feasibility study done by the University of California Cooperative Extension and supported by county farm advisors John Smith and Stanley Coates, a plan was devised to create a map and guide of local agriculture. Then on March 15, 1973, with seed money provided from the bed tax by the Sonoma County Board of Supervisors, the group filed articles of incorporation as a non-profit and Sonoma County Farm Trails was born. The concept was immediately supported by 95 family farms and has continued to grow to this day.

The mission of Sonoma County Farm Trails is to "ensure the continuing economic viability of Sonoma County agriculture by instilling an appreciation of agriculture as a vital part of our community and lifestyle". To accomplish this mission, Farm Trails publishes a map and guide of participating artisanal producers and family farms, produces the Gravenstein Apple Fair, organizes seasonal farm tours, hosts farm-to-table feasts, and funds scholarships for aspiring young farmers. You could say that Sonoma County Farm Trails was into "agritourism" before that word even existed!

Under the leadership of Executive Director Carmen Snyder and the Farm Trails Board of Directors, Farm Trails has put on some very successful seasonal farm tours. In spring of 2017, Blossoms, Bees & Barnyard Babies afforded participants the opportunity to visit the farms of their choice. They could meet a beekeeper and learn about bees and honey production, watch and learn how to shear sheep, harvest and arrange their own bouquet, or visit baby farm animals. This family friendly event was a huge success, drawing over 7,500 guests to Farm Trails over the course of the weekend. Despite having to cancel the historic Fall Tour due to the devastating wildfires in October, Farm Trails followed up with Holiday Along the Farm Trails, bringing thousands of people from around the Bay Area to Sonoma County to promote holiday spending in our local agricultural community.

The real strength of the organization has been its membership and the supporting partners. Today, with 127 member farms and producers and 64 supporting partners, a strong network has formed to promote and sustain local agriculture. Over the years, Farm Trails' influence and involvement has expanded to include collaborating with a wide variety of organizations and agencies to advocate for a thriving local food system and to preserve and promote greater financial viability for farmers and producers. Undoubtedly, Sonoma County Farm Trails will remain a part of the agricultural fabric and culture of Sonoma County for years to come.

Photo credits, clockwise from top left: bean pods at Two Belly Farms by Dawn Heumann, pumpkins at Tara Firma Farms by Cindi Stephan, lambs by Cindi Stephan, persimmons at Two Belly Farms by Dawn Heumann

MILLION DOLLAR CROPS AND NURSERY PRODUCTS

MILLION DOLLAR CROPS

1	Winegrapes - All	$578,312,900
2	Market Milk	$137,185,800
3	Miscellaneous Livestock and Poultry	$47,354,900
4	Miscellaneous Livestock and Poultry Products	$39,749,200
5	Cattle and Calves	$20,404,700
6	Nursery - Miscellaneous	$14,230,800
7	Nursery - Ornamentals	$11,717,200
8	Sheep and Lambs	$9,627,400
9	Vegetables	$8,448,200
10	Nursery - Bedding Plants	$5,078,500
11	Nursery - Cut Flowers	$4,174,900
12	Rye and Oat Silage Crops	$2,995,100
13	Apples - Late Varieties	$2,244,000
14	Apples - Gravenstein	$1,092,600
15	Rye and Oat Hay	$1,048,500

NURSERY PRODUCTS

Product	Year	Quanity	Unit	Total
Ornamentals	**2017**	**1,060,968**	**plant**	**$11,717,200**
	2016	1,849,031	plant	$14,321,700
Bedding Plants	**2017**	**150,240**	**flat**	**$5,078,500**
	2016	445,668	flat	$1,245,300
Christmas Trees	**2017**	**2,575**	**units**	**$209,400**
	2016	4,775	units	$236,000
Cut Flowers	**2017**			**$4,174,900**
	2016			$3,894,400
Miscellaneous Products (a)	**2017**			**$14,230,800**
	2016			$13,001,700
TOTAL VALUE	**2017**			**$35,410,800**
	2016			$32,699,100

(a) includes grapevines, deciduous fruit and nut trees, liners, bulbs, forest seedlings, house plants, orchids, cacti, herbaceous perennials, dry flowers, turf, and wreaths

Photo credit: Singing Frogs Farm

WINEGRAPE PRODUCTION - REDS

RED VARIETIES

TOP 13 BY VALUE - LISTED ALPHABETICALLY

Varietal	Year	Acreage			Production		
		Bearing	Non-Bearing	Total	Tons	$/Ton	Total Value
Cabernet Franc	**2017**	**565.0**	**35.6**	**600.6**	**1,382.4**	**$3,335.31**	**$4,610,700**
	2016	578.5	28.5	607.0	1,382.5	$2,955.14	$4,085,500
Cabernet Sauvignon	**2017**	**12,530.9**	**530.4**	**13,061.3**	**43,157.9**	**$3,071.98**	**$132,580,200**
	2016	12,456.7	560.0	13,016.7	41,575.7	$2,964.60	$123,255,300
Carignane	**2017**	**162.7**	**0.0**	**162.7**	**260.4**	**$2,665.76**	**$694,200**
	2016	162.7	0.0	162.7	305.8	$2,195.62	$671,500
Grenache	**2017**	**153.8**	**8.0**	**161.8**	**854.7**	**$3,076.99**	**$2,630,000**
	2016	152.7	3.6	156.3	739.7	$2,995.16	$2,215,500
Malbec	**2017**	**536.0**	**11.3**	**548.3**	**1,700.8**	**$2,953.95**	**$5,024,100**
	2016	551.5	4.7	556.2	2,960.5	$2,629.78	$7,785,500
Mataro/ Mouvedere	**2017**	**41.6**	**0.9**	**42.5**	**158.2**	**$2,895.20**	**$458,000**
	2016	41.6	0.9	42.5	771.5	$2,119.36	$1,635,100
Merlot	**2017**	**3,978.8**	**22.6**	**4,001.4**	**11,611.1**	**$1,922.95**	**$22,327,400**
	2016	4,115.7	24.6	4,140.3	13,761.0	$1,818.10	$25,018,900
Petite Sirah	**2017**	**688.8**	**4.2**	**693.0**	**2,536.3**	**$2,905.75**	**$7,370,000**
	2016	694.5	4.2	698.7	3,266.3	$2,797.89	$9,138,700
Petit Verdot	**2017**	**284.3**	**9.9**	**294.2**	**915.6**	**$3,156.58**	**$2,890,200**
	2016	278.3	16.5	294.8	1,332.0	$2,976.71	$3,965,000
Pinot Noir	**2017**	**13,414.3**	**423.8**	**13,838.1**	**43,439.1**	**$3,912.46**	**$169,953,700**
	2016	13,343.1	385.2	13,728.3	42,566.3	$3,680.50	$156,665,300
Sangiovese	**2017**	**316.5**	**0.0**	**316.6**	**916.8**	**$2,400.63**	**$2,200,900**
	2016	316.9	0.0	316.9	1,091.1	$2,314.48	$2,525,300
Syrah-Shiraz	**2017**	**1,571.7**	**8.5**	**1,580.2**	**3,216.5**	**$2,779.67**	**$8,940,800**
	2016	1,575.6	13.5	1,589.1	3,618.1	$2,596.01	$9,392,600
Zinfandel	**2017**	**4,976.9**	**16.9**	**4,993.9**	**12,874.5**	**$3,006.42**	**$38,706,200**
	2016	5,070.5	20.0	5,090.5	15,287.7	$2,840.06	$43,418,000
TOTAL ALL REDS including other reds	**2017**	**39,996.5**	**1,658.8**	**41,655.3**	**124,787.5**	**$3,219.57**	**$401,762,100**
	2016	39,821.4	1,342.0	41,163.5	130,589.3	$3,008.75	$392,910,600

WINEGRAPE PRODUCTION - WHITES

WHITE VARIETIES

TOP 10 BY VALUE - LISTED ALPHABETICALLY

		Acreage			Production		
Varietal	**Year**	**Bearing**	**Non-Bearing**	**Total**	**Tons**	**$/Ton**	**Total Value**
Chardonnay	**2017**	**15,906.9**	**353.5**	**16,260.4**	**61,052.3**	**$2,335.36**	**$142,579,100**
	2016	16,078.1	505.5	16,583.6	74,954.2	$2,162.97	$162,123,700
Gewűrtztraminer	**2017**	**121.1**	**0.0**	**121.1**	**241.7**	**$1,868.51**	**$451,600**
	2016	116.4	4.7	121.1	284.2	$1,599.07	$454,500
Muscat Blanc/ Muscat Canelli	**2017**	**15.4**	**0.0**	**15.4**	**131.9**	**$2,327.32**	**$307,000**
	2016	15.0	0.0	15.0	165.6	$2,373.82	$393,100
Pinot Blanc	**2017**	**66.0**	**0.0**	**66.0**	**241.7**	**$2,146.29**	**$518,800**
	2016	66.0	0.0	66.0	230.6	$2,017.30	$465,200
Pinot Gris	**2017**	**468.2**	**4.0**	**472.2**	**1,498.8**	**$1,804.43**	**$2,704,500**
	2016	472.2	0.0	472.2	1,496.3	$1,744.00	$2,609,500
Roussanne	**2017**	**30.6**	**0.0**	**30.6**	**102.1**	**$3,260.35**	**$332,900**
	2016	29.6	1.0	30.6	91.3	$2,583.09	$235,900
Sauvignon Blanc	**2017**	**2,645.9**	**106.0**	**2,751.9**	**15,815.2**	**$1,737.25**	**$27,475,000**
	2016	2,709.6	144.9	2,854.5	16,144.4	$1,687.23	$27,239,300
Semillon	**2017**	**98.7**	**0.6**	**99.3**	**430.9**	**$2,138.82**	**$921,700**
	2016	102.7	0.0	102.7	407.9	$2,256.90	$920,600
Viognier	**2017**	**242.0**	**0.7**	**242.7**	**500.9**	**$2,572.92**	**$1,288,800**
	2016	236.0	6.2	242.2	545.9	$2,433.54	$1,328,500
White Reisling	**2017**	**66.5**	**0.0**	**66.5**	**198.0**	**$2,213.34**	**$438,200**
	2016	63.3	0.0	63.3	317.7	$2,263.02	$719,000
TOTAL ALL WHITES including other whites	**2017**	**19,975.1**	**835.5**	**20,810.6**	**81,309.7**	**$2,213.41**	**$179,971,700**
	2016	20,187.1	759.3	20,946.3	95,852.3	$2,018.90	$193,516,200

TOTAL WINEGRAPES including all reds and whites	**2017**	**59,971.6**	**2,494.3**	**62,465.9**	**206,097.2**	**$2,806.02**	**$578,312,900**
	2016	60,008.5	2,101.3	62,019.8	226,441.6	$2,590.15	$586,517,700

FRUIT AND NUT SUMMARY

Crop	Year	Bearing Acres	Tons/ Acre	Total Tons	$/Ton	Dollar Value	Total
Apples (all)	**2017**	**2,190**	**3.87**	**8,471**	**$394**		**$3,336,600**
	2016	2,193	6.80	14,913	$367		$5,466,800
Fresh	**2017**					**$721,000**	
	2016					$711,700	
Processed (a)	**2017**					**$2,615,700**	
	2016					$4,755,000	
Grapes (wine)	**2017**	**59,972**	**3.44**	**206,097**	**$2,806**		**$578,312,900**
	2016	60,009	3.77	226,442	$2,590		$586,517,700
Olives	**2017**	**381**					**$893,800**
	2016	381					$701,000
Miscellaneous (b)	**2017**						**$422,300**
	2016						$599,500
TOTAL	**2017**						**$582,965,600**
	2016						$593,285,000

(a) includes canned, juice, cider, and vinegar
(b) includes bush-berries, cane-berries, stone fruits, pears, kiwi, tree nuts, strawberries, figs, etc.

TONS OF SONOMA COUNTY GRAPES CRUSHED 2001-2017

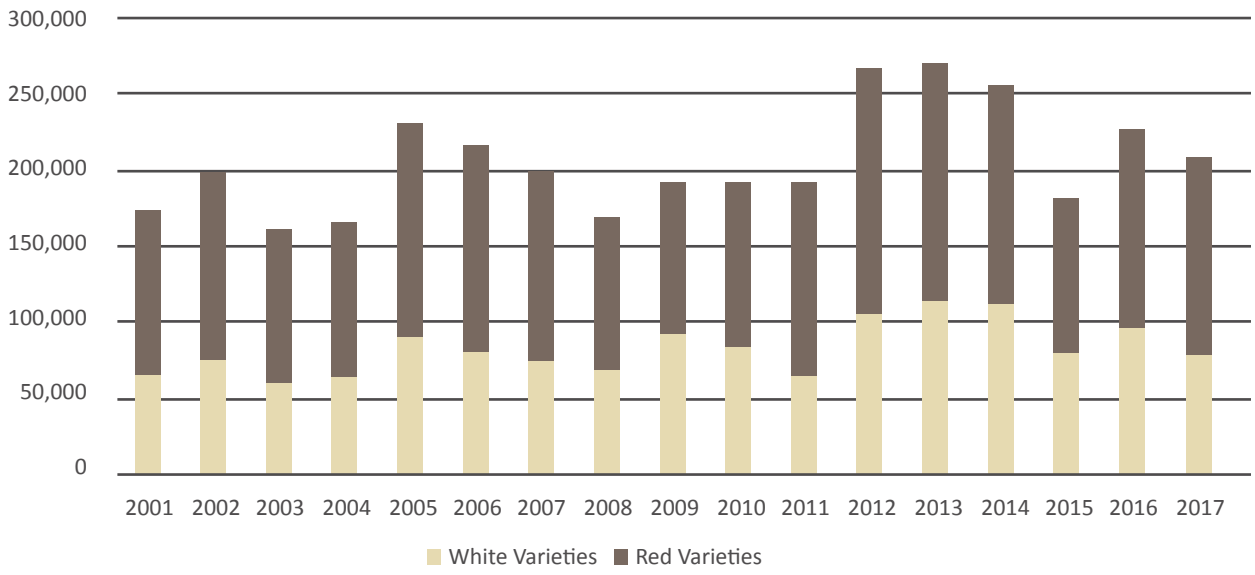


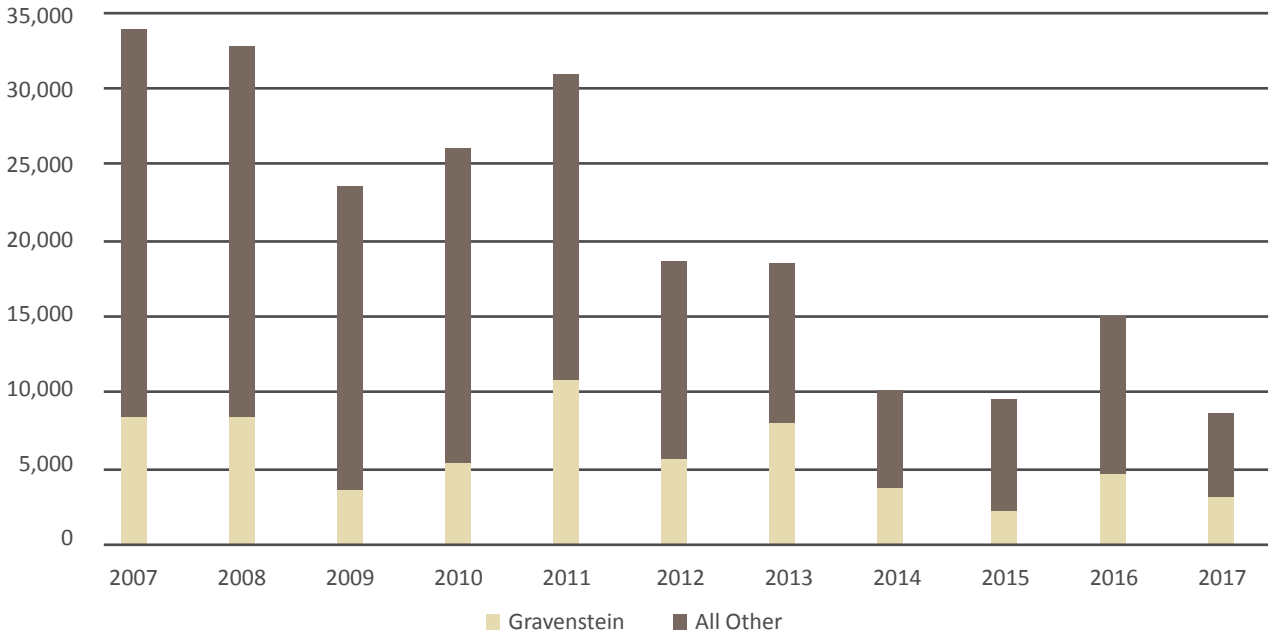
Photo credit: Tara Firma Farms by Cindi Stephan

APPLE PRODUCTION

Crop	Year	Bearing Acres	Tons/ Acre	Total Tons	$/Ton	Dollar Value	Total
Gravenstein	**2017**	**704**	**3.78**	**2,663**	**$410**		**$1,092,600**
	2016	704	6.72	4,730	$337		$1,595,000
Fresh	**2017**			**79**	**$1,248**	**$98,991**	
	2016			43	$1,873	$79,991	
Processed (a)	**2017**			**2,584**	**$385**	**$993,626**	
	2016			4,687	$323	$1,514,980	
Late Apples	**2017**	**1,486**	**3.91**	**5,807**	**$386**		**$2,244,000**
	2016	1,489	6.84	10,183	$380		$3,871,800
Fresh	**2017**			**290**	**$2,142**	**$621,962**	
	2016			251	$2,522	$631,739	
Processed (a)	**2017**			**5,517**	**$294**	**$1,621,998**	
	2016			9,933	$326	$3,240,054	
TOTAL	**2017**	**2,190**	**3.87**	**8,471**	**$394**		**$3,336,600**
	2016	2,193	6.80	14,913	$367		$5,466,800

(a) includes canned, juice, vinegar, and cider

TONS OF APPLES PRODUCED 2007-2017



VEGETABLE, FIELD CROPS, AND APIARY PRODUCTION

VEGETABLES

Crop	Year	Harvested Acreage	Dollar Value
Miscellaneous Vegetables (a)	**2017**	**441**	**$8,448,200**
	2016	482	$9,961,300

(a) includes crucifers, squash, melons, mushrooms, potatoes, peppers, tomatoes, sprouts, lettuces, etc.

FIELD CROPS

Crop	Year	Harvested Acreage	Tons/ Acre	Total Tons	Unit	$/Unit	Total
Hay, Rye and Oat	**2017**	**4,756**	**2.0**	**9,531**	**ton**	**$110.00**	**$1,048,500**
	2016	5,489	2.8	15,387	ton	$61.00	$938,600
Hay, Volunteer	**2017**	**883**	**3.5**	**3,053**	**ton**	**$140.00**	**$427,400**
	2016	1,739	2.2	3,861	ton	$132.22	$510,500
Green Chop (a)	**2017**	**1,260**	**4.9**	**6,155**	**ton**	**$28.50**	**$175,400**
	2016	1,130	14.2	16,030	ton	$27.21	$436,100
Oats, Grain	**2017**	**428**	**1.0**	**407**	**ton**	**$224.30**	**$91,300**
	2016	521	0.9	451	ton	$243.24	$109,700
Silage, Corn (a)	**2017**	**124**	**27.6**	**3,423**	**ton**	**$49.77**	**$170,400**
	2016	184	20.2	3,724	ton	$48.82	$181,800
Silage, Rye and Oat (a)	**2017**	**5,015**	**12.1**	**60,876**	**ton**	**$49.20**	**$2,995,100**
	2016	8,462	12.1	102,605	ton	$39.15	$4,016,500
Straw	**2017**						**$99,300**
	2016						$83,000
Miscellaneous (b)	**2017**						**$223,300**
	2016						$277,700
Pasture (c)	**2017**	**7,506**			**acre**	**$91.00**	**$683,000**
	2016	8,258			acre	$90.92	$750,800
Rangeland (c)	**2017**	**315,412**			**acre**	**$20.28**	**$6,396,600**
	2016	318,598			acre	$20.28	$6,461,200
TOTAL	**2017**	**335,383**					**$12,310,300**
	2016	341,195					$13,765,900

(a) much of the green chop and silage is not sold but used on the farm - value determined by its feed equivalent
(b) includes alfalfa, barley, safflower, wheat, vetch, Sudan, etc.
(c) average potential grazing value per acre of forage

APIARY PRODUCTS

Total Value (a)	**2017**	**$231,000**
	2016	$263,200

(a) includes honey, wax, and hives rented for pollination

Photo credits, l-r, t-b: crops at Redwood Hill Capracopia by Dawn Heumann, carrots at Tara Firma Farms by Cindi Stephan, cattle at Stemple Creek by Paige Green, eggs at Tara Firma Farms by Cindi Stephan, bee at Tilted Shed Ciderworks by Samantha Harmon, beekeeper by Cindi Stephan, goats at Redwood Hill Farm Capracopia by Dawn Heumann, chickens at Tara Firma Farms by Cindi Stephan.

LIVESTOCK AND POULTRY

LIVESTOCK AND POULTRY

Livestock	Year	Number of Head	Live Weight	Unit	$/Unit	Total
Cattle/Calves	**2017**	**32,442**	**165,892**	**cwt.**	**$123.00**	**$20,404,700**
	2016	31,336	160,302	cwt.	$128.27	$20,561,900
Sheep/Lambs	**2017**	**52,296**	**63,085**	**cwt.**	**$152.61**	**$9,627,400**
	2016	46,651	56,275	cwt.	$150.70	$8,480,600
Hogs	**2017**	**1,658**	**4,144**	**cwt.**	**$62.91**	**$260,700**
	2016	1,479	3,768	cwt.	$71.82	$270,600
Miscellaneous (a)	**2017**					**$47,354,900**
	2016					$40,823,200
TOTAL	**2017**					**$77,647,700**
	2016					$70,316,300

(a) includes chicks, pullets, fryers, roasters, ducks, turkey poults, turkeys, rabbits, goats, etc.

LIVESTOCK AND POULTRY PRODUCTS

Item	Year	Production	Unit	$/Unit	Total
Milk, Market	**2017**	**4,663,013**	**cwt.**	**$29.42**	**$137,185,800**
	2016	4,904,417	cwt.	$29.87	$146,475,400
Milk, Manufacturing	**2017**	**3,798**	**cwt.**	**$32.91**	**$125,000**
	2016	4,083	cwt.	$32.23	$131,600
Wool	**2017**	**121,485**	**lb.**	**$0.90**	**$109,300**
	2016	115,700	lb.	$0.94	$108,800
Miscellaneous (a)	**2017**				**$39,749,200**
	2016				$31,298,600
TOTAL	**2017**				**$177,169,300**
	2016				$178,014,400

(a) includes market duck eggs, turkey hatching eggs, chicken eggs for consumption, egg by-products, and feathers

LIVESTOCK AND POULTRY INVENTORY

Item	Number
Cattle/Calves (all)*	75,582
Milk cows and heifers (2 years and older)	30,051
Beef cows and heifers (2 years and older)	13,089
Sheep/Lambs (all)	39,908
Hogs	1,658
Laying Hens, Pullets, and Broilers	2,332,340
Goats	3,060

* Number of head as of January 1, 2018

RECAPITULATION, TIMBER, AND FISHERIES

RECAPITULATION

	2016	2017	% Change
Apiary Products	$263,200	$231,000	-12.2%
Vegetable Crops	$9,961,300	$8,448,200	-15.2%
Field Crops	$13,765,900	$12,310,300	-10.6%
Nursery Products	$32,699,100	$35,410,800	8.3%
Livestock and Poultry	$70,136,300	$77,647,700	10.7%
Livestock and Poultry Products	$178,014,400	$177,169,300	-0.5%
Fruit and Nut Crops	$593,285,000	$582,965,600	-1.7%
TOTAL VALUE	**$898,125,200**	**$894,182,900**	**-0.4%**

TIMBER HARVEST

Year	Production	Unit	Value (a)
2017	**14,875,000**	**board feet**	**$8,109,678**
2016	9,510,000	board feet	$3,417,223

(a) value of timber immediately before cutting
Source: www.boe.ca.gov/proptaxes/timbertax.htm
Informational only.

COMMERCIAL FISH LANDINGS

Species	Year	Pounds	Value
Crab, Dungeness	**2016**	**3,932,567**	**$12,184,460**
	2015	345,891	$1,813,703
Salmon, Chinook	**2016**	**103,638**	**$790,271**
	2015	84,132	$573,103
Rockfish, all	**2016**	**9,004**	**$16,711**
	2015	11,978	$25,526
Halibut, California	**2016**	**2,965**	**$19,245**
	2015	4,900	$29,994
Miscellaneous	**2016**	**234,356**	**$217,655**
	2015	1,495,171	$680,473
Sablefish	**2016**	**176,056**	**$620,185**
	2015	170,074	$558,080
Lingcod	**2016**	**8,532**	**$33,568**
	2015	10,215	$35,598
Tuna, Albacore	**2016**	**5,109**	**$9,752**
	2015	0	$0
Cabezon	**2016**	**25**	**$202**
	2015	804	$3,250
TOTAL	**2016**	**4,472,252**	**$13,892,049**
	2015	2,123,165	$3,719,727

Source: https://www.wildlife.ca.gov/Fishing/Commercial/Landings#260041493-2016
Data listed is most recent information available for commercial fisheries.
Informational only.

COMMODITY EXPORTS

In 2017, the Sonoma County Department of Agriculture/Weights & Measures issued 177 federal phytosanitary certificates for international shipments to 24 countries and 16 state phytosanitary certificates for shipments within the United States. These certificates were issued by staff to ensure products produced or processed in Sonoma County meet the necessary import requirements. Phytosanitary certificates document that materials to be shipped have been inspected and certified free from pests as required by the importing state or country.

DESTINATION / CERTIFICATES

China - 66
Mexico - 27
Spain - 18
Australia - 14
Japan - 8
Italy - 7
Costa Rica - 5
Republic of Korea - 5
Germany - 3
New Zealand - 3
France - 3
Canada - 2
Singapore - 2
Sweden - 2
Taiwan - 2
United Kingdom - 2
Argentina - 1
Bermuda - 1
Bulgaria - 1
Indonesia - 1
Netherlands - 1
Norway - 1
Saudi Arabia - 1
Switzerland - 1

COMMODITIES EXPORTED

Animal Feed
Flower and Vegetable Seed
Grapevines
Herbs and Spices
Lumber and Logs
Nursery Stock
Oak Pieces for Winemaking
Oak Wine Barrels
Oak Wood Chips

COMMODITY SHIPMENT DESTINATIONS IN ORANGE

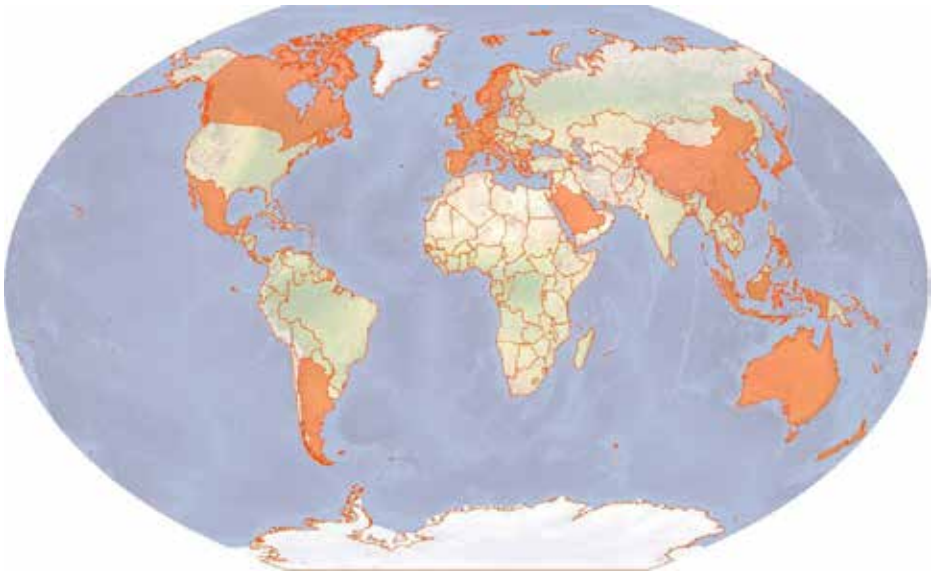


Photo credit: Redwood Hill Capracopia by Dawn Heumann

AGRICULTURE DIVISION SUMMARY

Agriculture is one of the main industries in Sonoma County and it provides a very significant base to the county's economy. The Department accomplishes the promotion and protection of agriculture through educational outreach and enforcement of federal, state, and county regulations.

Since 2010, Sonoma County has been working to eradicate the European Grapevine Moth (EGVM). In August of 2016, the pest was officially declared eradicated from North America by the United States Department of Agriculture, although Sonoma County continues to monitor for EGVM to ensure that our county remains free of this pest. There were no EGVM detected in 2017.

Pest Detection Trapping Program

Our Pest Detection trappers search for pests outside of a known infested area or for pests not known to occur in California. The purpose of this program is to detect pests before they become established over an area so large that eradicating the pest is no longer feasible. In 2017, we placed 7,790 traps for the detection of exotic insect pests including Mediterranean, Oriental and Melon Fruit Flies, Gypsy Moth, Japanese beetle, European Grapevine Moth, Light Brown Apple Moth, and Asian Citrus Psyllid. These traps were serviced 83,250 times.

After detecting one Oriental Fruit Fly in a trap in Cotati in 2016, an 81 square mile delimitation area was established around the find. The delimitation survey concluded in 2017 with no additional detections.

There were 506 traps placed in nurseries and urban areas for the detection of Glassy-Winged Sharpshooter (GWSS), which were serviced 4,626 times. There were no GWSS detected in our traps in 2017.

Pest Exclusion Program

The goal of our Pest Exclusion Program is to prevent the introduction and spread of exotic weeds, plant diseases, insect pests, or animal pests, which might be harmful to Sonoma County agriculture and our environment. To accomplish this goal, the Division inspects incoming plant shipments and rejects infested plant material. We visit the FedEx terminal in Petaluma daily to inspect packages, inspect incoming out-of-state shipments of nursery stock at nurseries, vineyards, and farms, inspect incoming shipments at feed mills, and inspect outdoor household articles from areas known to be infested with Gypsy Moth. A total of 483 premise visits occurred in 2017 and during these visits we inspected 9,412 shipments of plant material. 28 shipments of plant material were rejected for violations of state or federal quarantines. To prevent the spread of GWSS into Sonoma County, Division personnel inspected 1,472 shipments of nursery stock arriving from infested counties in California.

Pesticide Use Enforcement Program

The Division performed 52 inspections related to commercial and agricultural pesticide use in the County. These inspections included in-progress inspections of the applicator and application equipment, post-application field worker safety inspections, and employee safety inspections at headquarters to review records and storage areas.

In 2017, the Division issued 130 private applicator certificates, 701 operator identification numbers and restricted material permits for agricultural pesticide use, and reviewed 203 notices of intent for restricted materials. The Division registered 221 agricultural or structural pest control businesses, 58 pest control advisors, and 86 farm labor contractors. Additionally, 34 investigations for suspected pesticide illnesses or complaints were completed.

Photo credit: UC Statewide IPM Program by Jack Kelly Clark

Exotic/Invasive Pest Species Intercepted

Light Brown Apple Moth
Epiphyas postvittana

Glassy-Winged Sharpshooter
Homalodisca vitripennis

Sudden Oak Death
Phytophthora ramorum

Magnolia White Scale
Pseudaulacaspis cockerelli

Gypsy Moth
Lymantria dispar

Vine Mealybug
Planococcus ficus

Quack Grass
Elymus repens

Apple Maggot
Rhagoletis pomonella

Knapweed
Centaurea sp.

Flower Scarab Beetle
Hoplia sp.

Unilobed Scale
Pinnaspis uniloba

Stellate Scale
Ceroplastes stellifer

Photo credit: UC Statewide IPM Program by Jack Kelly Clark

Organic Production

Beginning January 1, 2017, changes to the Organic Food and Farming Act no longer require organic registrants in California to provide detailed commodity information and acreage to the state upon initial registration or during renewal. Before these changes, the state and its counties had been collecting detailed information on specific crop commodities, their acreage, and associated value. This allowed counties to evaluate the contribution of organic agriculture to the overall county economy and to ascertain the ratio of organic to conventional acreage. The total production acreage is now reported by registrant rather than by commodity. Due to these changes, the Department can only report on the total organic acreage farmed in Sonoma County. We have 305 organic registrants farming approximately 73,500 acres. It is important to note that the acreage number may be inflated due to multiple commodities being registered per parcel.

For more information on the Organic Food and Farming Act, please visit the California Department of Food and Agriculture's State Organic Program website at www.cdfa.ca.gov/is/i_&_c/organic.html.

In 2017, the Agriculture Division:

- Inspected over 2.7 million chicken eggs for defects via representative sampling.
- Issued 177 federal phytosanitary certificates for international shipments and 16 state phytosanitary certificates for domestic shipments to promote the movement of Sonoma County agricultural commodities.
- Diverted 19,200 pounds of plastic containers from the landfill through the Division's two recycling events with over 100 participating growers.
- Surveyed over 1,100 Sonoma County producers in preparation for the 2017 Agricultural Crop Report.
- Conducted 11 continuing education sessions reaching over 815 attendees.
- Verified compliance with the California Seed Law for all seed producers in Sonoma County.
- Inspected 92 nursery growing areas, totaling more than 225 acres.
- Inspected 37 shipments of household articles for the presence of Gypsy Moth, which includes thoroughly examining outdoor items such as BBQs, boats, cars, firewood, recreational vehicles, patio furniture, and other articles originating from portions of the United States infested with Gypsy Moth.
- Issued 193 certified producer certificates and 27 farmers' market certificates for certified farmers' markets.

LAND STEWARDSHIP DIVISION SUMMARY

The Land Stewardship Division oversees the issuance of vineyard and orchard development permits, agricultural grading and drainage permits, frost protection system registrations within the Russian River watershed, enforces county-wide riparian corridor protections, and serves on the Sonoma County Project Review and Advisory Committee.

Vineyard and Orchard Development

Under the Vineyard Erosion and Sediment Control Ordinance (VESCO) originally adopted by the Sonoma County Board of Supervisors in 2000, prior to developing and planting or replanting a vineyard or orchard, an application and plans are reviewed for approval by the Department of Agriculture/Weights & Measures. The purpose of the ordinance is to assist in preventing soil erosion and to protect water quality and other natural resources.

Through VESCO, the dedicated Division staff strive to support our significant winegrape and orchard industry while protecting the beautiful and vital natural resources of Sonoma County.

Photo credits: Department staff

Land Steward's Guide to Vineyard and Orchard Erosion Control

The Land Stewardship Division is working with local Regional Water Quality Control Boards to help the agricultural community meet upcoming State Water Board requirements by leveraging ongoing practices designed to protect water quality. To further these efforts, the Division was able to obtain a grant from the California Department of Food and Agriculture's Specialty Crop Block Grant Program. This grant project is designed to increase vineyard and orchard operators' abilities to comply with the emerging stormwater runoff regulations through education and the creation of an instructional manual titled the Land Steward's Guide to Vineyard and Orchard Erosion Control.

In 2017, the Land Stewardship Division:

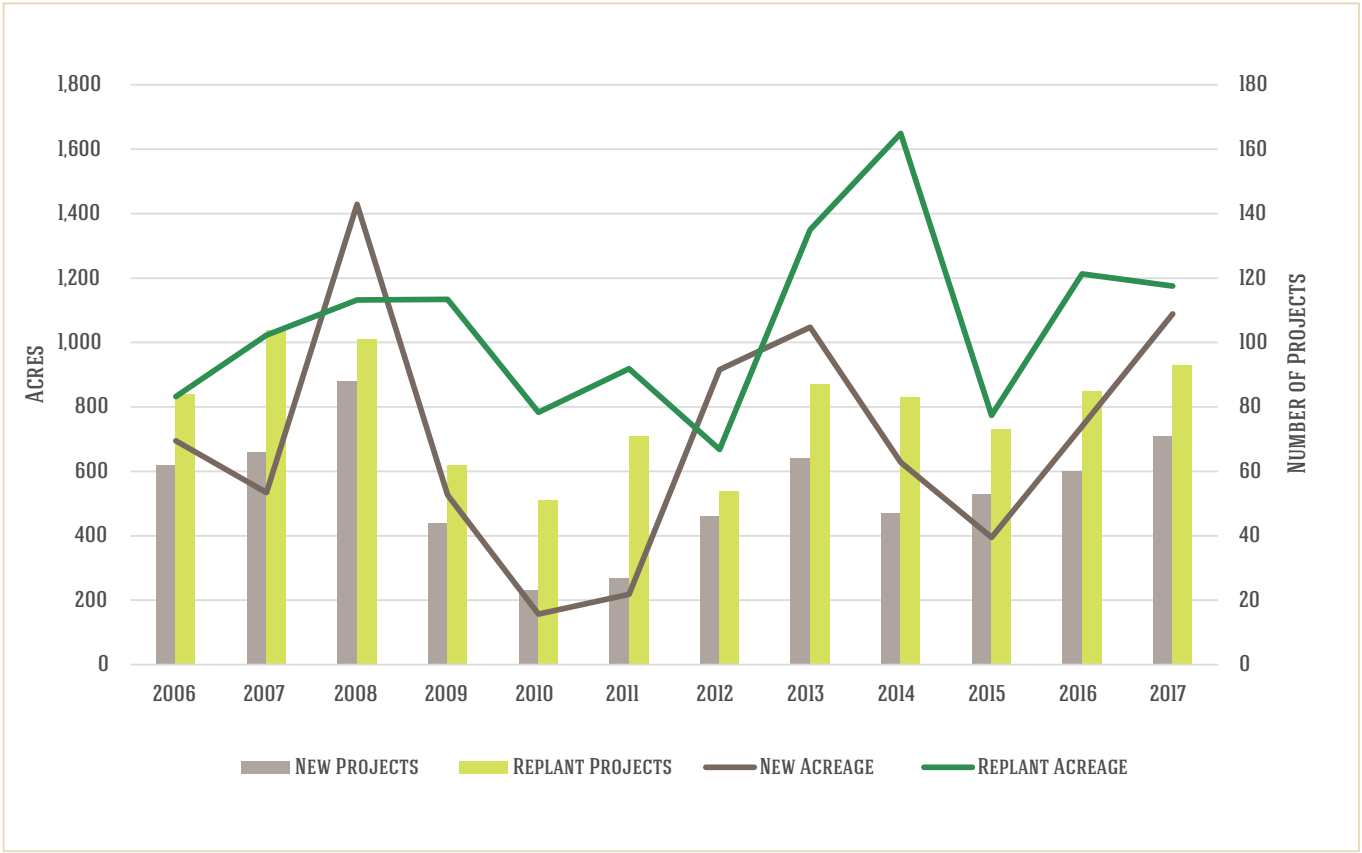
- Created the Land Steward's Guide to Vineyard and Orchard Erosion Control, a best management practices manual to help vineyard and orchard managers maintain their properties.
- Reviewed a total of 164 vineyard/orchard development projects representing a 13% increase in projects from 2016. Of the 71 new projects, 49 were Level I and 22 were Level II. Of the 93 replant projects, 73 were Level I and 20 were Level II.
- Regulated 496 frost protection systems within the Russian River watershed, including registering two new systems.

Photo credit: McEvoy Ranch

PROJECTS SUBMITTED

	New						Replants						Total	
	Level I		Level II		Projects	Acreage	Level I		Level II		Projects	Acreage		
Year	Projects	Acreage	Projects	Acreage	Total	Total	Projects	Acreage	Projects	Acreage	Total	Total	Projects	Acreage
2006	49	544	13	151	62	695	78	785	6	47	84	832	146	1,527
2007	45	419	21	115	66	534	100	1,001	4	22	104	1,023	170	1,557
2008	61	1,157	27	272	88	1,429	97	1,110	4	22	101	1,132	189	2,561
2009	24	150	20	377	44	527	57	1,046	5	88	62	1,134	106	1,661
2010	10	82	13	75	23	157	51	783	0	0	51	783	74	940
2011	19	132	8	86	27	218	67	769	4	150	71	919	98	1,137
2012	35	327	11	589	46	916	50	633	4	35	54	668	100	1,584
2013	41	580	23	467	64	1,047	80	1,242	7	108	87	1,350	151	2,397
2014	25	307	22	321	47	628	76	1,546	7	103	83	1,649	130	2,277
2015	38	278	15	117	53	395	68	680	5	94	73	774	126	1,169
2016	38	434	22	306	60	740	72	1,128	13	301	85	1,429	145	2,169
2017	49	836	22	253	71	1,089	73	949	20	226	93	1,175	164	2,264

ACREAGE AND PROJECTS PER YEAR 2006-2017



WEIGHTS & MEASURES DIVISION SUMMARY

The Weights & Measures Division is committed to protecting the economic health of Sonoma County by maintaining confidence in the accuracy of weighing and measuring instruments, product standards, and business practices in our local economy. The Division enforces California weights and measures laws, regulations, and local county ordinances. Through registration, inspection, and verification services, the economic interests of Sonoma County buyers and sellers are protected through the following programs.

Device Inspection Program

The device inspection program regulates "commercial devices" used for buying and selling goods and services. Commercial devices are defined by law as any approved "device used in the determination of the weight, measure, or count of any commodity or thing which is sold on the basis of weight, measure, count or thing upon which determination of a charge for service is based." The most common commercial devices that consumers run into on a daily basis are the retail motor fuel pump (gas dispenser) and grocery store scale. The accuracy of these devices are crucial to the average family budget.

Verification and Inspection Programs

The Price Verification Program enforces price accuracy standards at local businesses. Retailers using an automated "price look-up" system are required to register their business with Weights & Measures and undergo an annual price accuracy inspection. An automated price look-up system is defined as "individual and separate equipment that is capable of recovering electronically stored price information that is used to charge consumers for the purchase of commodities. This includes but is not limited to, equipment that uses Universal Product Code scanners (UPCs), price look-up codes (PLUs) and any other system of commerce between a retailer and consumer."

Under the Petroleum Inspection Program, the Division regulates and inspects petroleum advertisements, dispenser labeling, underground fuel tank storage requirements, product labeling, and disabled driver assistance requirements. Fuel contamination and fuel specification complaints are also investigated in order to ensure that locally sold fuels meet required automotive product specifications.

Photo credit: Department staff

Under the Package Inspection Program, the Division verifies labeling requirements under the Federal Fair Package and Labeling Act. This federal act regulates how consumer packages are to be labeled for Identity, Responsibility, and Quantity. This is commonly referred to as the IRQ label requirement and is an important consumer protection that offers product safety protections as well as financial protections. Items found to be labeled incorrectly are removed from sale through an "off-sale" order.

Consumer Complaints

The Division also investigates and assists consumers with a spectrum of complaints that deal with false advertisement claims, deceptive packaging issues, improper product labeling, short measure firewood sales, fuel contamination, utility sub-meter complaints, and more. In a given calendar year, the Division logs and investigates over 100 consumer complaints related to a wide range of weights and measures consumer issues.

In 2017, the Weights & Measures Division:

- Registered 1,877 business and commercial device owners operating over 38,181 commercial devices in Sonoma County. 6,897 of these devices were inspected, including:
  - 2,035 retail motor fuel meters
  - 1,427 grocery store scales
  - 681 utility water meters
  - 448 utility electric meter
  - 452 utility natural gas meters
  - 253 winery bin scales
  - 98 liquid propane meters
  - 71 vehicle scales (non-winery)
  - 58 winery crane scales
  - 55 winery vehicle scales
  - 51 taxi meters
  - 16 livestock scales
- Registered 720 local businesses.
- Performed 766 price verification inspections at local businesses.
- Inspected price accuracy of over 20,469 individual items offered for sale and confirmed 382 items as over-charges resulting in an average over-charge error of 1.86% of total selected items.

SONOMA COUNTY FARMERS' MARKETS

BODEGA BAY
2255 Highway 1
May – October
Sunday, 10:00 am – 2:00 pm

COTATI
La Plaza Park
June – August
Thursday, 4:30 pm – 7:30 pm

FORESTVILLE
6990 Front Street
June – September
Tuesday, 4:00 pm – 7:30 pm

GUERNEVILLE / RUSSIAN RIVER
16290 5th Street
May – September
Thursday, 3:00 pm – 7:00 pm

HEALDSBURG
Vine Street and North Street
May – December
Saturday, 8:30 am – 12:00 pm
June – October
Wednesday, 4:00 pm – 7:00 pm

KENWOOD
9000 Sonoma Highway
June – September
Sunday, 11:00 am – 3:00 pm

OCCIDENTAL / BOHEMIAN
Main Street and 2nd Street
June – October
Friday, 4:00 pm – Dusk

PETALUMA / EAST SIDE
Lucchesi Park
January – December
Tuesday, 10:00 am – 1:30 pm

PETALUMA / EVENING
Theater Square
June – August
Wednesday, 4:30 pm – 8:00 pm

PETALUMA / KAISER
3900 Lakeville Highway
March – December
Wednesday, 10:00 am – 3:00 pm

PETALUMA / WALNUT PARK
Walnut Park
May – November
Saturday, 2:00 pm – 5:30 pm

ROHNERT PARK
500 City Center Drive
June – August
Friday, 5:00 pm – 8:00 pm

SANTA ROSA / COMMUNITY
1351 Maple Avenue
January – December
Wednesday and Saturday
8:30 am – 1:00 pm

SANTA ROSA / DOWNTOWN
4th Street
May – August
Wednesday, 5:00 pm – 8:30 pm

SANTA ROSA / OAKMONT
6585 Oakmont Drive
January – December
Friday, 9:00 am – 12:00 pm

SANTA ROSA / ORIGINAL
50 Mark West Springs Road
January – December
Wednesday and Saturday
8:30 am – 1:00 pm

SANTA ROSA / WEST END
Railroad Square
April – November
Sunday, 9:30 am – 2:00 pm

SANTA ROSA / WIC
1450 Guerneville Road
July – September
Thursday, 8:30 am – 1:00 pm

SEBASTOPOL
6901 McKinley Street
January – December
Sunday, 10:00 am – 1:30 pm

SONOMA / SONOMA VALLEY
Arnold Field
January – December
Friday, 9:00 am – 12:30 pm

SONOMA / THE SPRINGS
329 De Chene Avenue
July – September
Sunday, 4:00 pm – 7:00 pm

SONOMA / VALLEY OF THE MOON
Sonoma Plaza
May – September
Tuesday, 5:30 pm – Dusk

WINDSOR
Windsor Town Green
April – December
Sunday, 10:00 am – 1:00 pm
June – August
Thursday, 5:00 pm – 8:00 pm

Photo credit: Bohemian Creamery by Dawn Heumann

WINNING AG DAYS ESSAY

Ag Days is a Sonoma County tradition. The Sonoma County Farm Bureau annually sponsors the two day event, which is a celebration of Sonoma County agriculture and the rich heritage that continues to define a way of life for Sonoma County residents. Ag Days offer an opportunity for thousands of schoolchildren to learn about farming and where their food comes from, allowing them to connect with the farms and ranches that blanket the county. An essay writing contest is one of many farm-themed contests held each year, including posters, murals, scarecrow building, and farm photography. Following is the winning Ag Days Essay. The 2017 theme was "The Year of Water and Soil."

The Year of Water and Soil

Wilder Larrain
Hillcrest Middle School
6th Grade

Did you know that agriculture use of water accounts for nearly 70 percent of water usage? The majority of this water is used for irrigating. While nearly 70 percent of the world is covered by water, only 2.5 percent of it is fresh. Even then, just 1 percent of our fresh water is easily accessible. That means farmers have to find ways to save water. They are doing this by using various practices such as; drip irrigation, capturing and storing water, irrigation scheduling, planting drought tolerant crops, dry farming, rotational grazing, composting and mulching, using cover crops, conservation tillage, and going organic. These practices help conserve water and help protect the soil needed to grow crops. Healthy soil absorbs the water the plants need. Water is precious to the earth, we need to understand that.

DEPARTMENT STAFF

SONOMA COUNTY DEPARTMENT OF AGRICULTURE/WEIGHTS & MEASURES

VISION

A thriving agricultural industry, healthy community, environment, and economy

MISSION

To promote and protect agriculture, the health and safety of our community, environment, and the economy through education and the enforcement of laws and regulations

AGRICULTURAL COMMISSIONER/SEALER OF WEIGHTS & MEASURES

Tony Linegar

ASSISTANT AGRICULTURAL COMMISSIONER

Sue Ostrom

CHIEF DEPUTY AGRICULTURAL COMMISSIONER

Pete Albers

CHIEF DEPUTY SEALER OF WEIGHTS & MEASURES

Fernando Vasquez

DEPUTY AGRICULTURAL COMMISSIONER

Dan Curtin – Priscilla Lane – Andrew Smith

SENIOR AGRICULTURAL BIOLOGIST / SENIOR STANDARDS SPECIALIST

Michael Barrett – Travis Howard – Alex McVicker
Paul Turano

AGRICULTURAL BIOLOGIST / STANDARDS SPECIALIST

Jordan Ash – Pierpaolo Aymar – Colleen Boe
Jessica Cassatt – John Guardino – Beverly Hammond
David Jagdeo – Thomas LeClere – Katy McCoy
Greg Peters – Daniella Reagan – Cody Wilson

SENIOR AGRICULTURAL PROGRAM ASSISTANT

Maggie Furlong

WILDLIFE SPECIALIST

Jeff Furlong – Justin Felton

AGRICULTURE & VINEYARD CONSERVATION COORDINATOR

Andy Casarez

VINEYARD EROSION ENGINEERING TECHNICIAN

John Bishop

ENVIRONMENTAL SPECIALIST

Shelley Janek

ADMINISTRATIVE SERVICES OFFICER

Gina Lehl

ADMINISTRATIVE AIDE

Michelle Johnson

DEPARTMENT ANALYST

Esther Martinez

ADMINISTRATIVE STAFF

Jen Charter – Mary Halasz – Collene Hoaglin
Sonja Moug – Nina Reeser

AGRICULTURAL PROGRAM ASSISTANT

Anna Ashbeck – Kyle Bradford – David Burtis
Kristina Cassidy – Lloyd Cook – Brian Coverston
Kim Covington – Kelly Dabney – Christina David
Janice Griffin – Rachel Horton – Bryan O'Malley
Noah Macchia – Jeff Menacho – Michelle Nozzari
Rich Svetlecic – Tim Van Deren – Jody Vent
Ben Walker – Connor Wirtz

Sonoma County Farm Trails - Members

American Made Miniatures
Apple-A-Day
Artful Arrangements
Atwood Ranch
Aztec Dahlias
Bale of Fun Farm
Balletto Vineyards
Bamboo Sourcery
Bee-Well Farms
Bees N Blooms
Belden Barns
Bellwether Farms
Belos Cavalos
Beltane Ranch
Bernier Farms
Bloomfield Cutting Garden
Bodega Bay Oyster Co.
Bohemian Creamery
Burnt House Farm
Clover Sonoma
Confluence Farm
Cottage Gardens of Petaluma
Cowgirl Creamery
Davis Family Vineyards
Dry Creek Peach & Produce
Dry Creek Vineyard
Duckworth Family Farm
Dutton Ranch
Dutton-Goldfield Winery
Ethic Ciders
Ferrari-Carano Vineyards and Winery
Firefly Chocolate
Flatbed Farm
Freestone Ranch
Front Porch Farm
Gabriel Farm
Garden Valley Ranch
Garlock Tree Farm
Glenhill Farm & Gardens
The Goat Farm
Golden Nectar Farm
Golden State Cider
Green Goose Farm
Green Star Farm
Green String Farm
Green Valley Farm + Mill
Grow Gardens Nursery
Harmony Farm Supply & Nursery
Heart Felt Fiber Farm
Hector's Honey
Horse & Plow
Icsomma Farms | Well Trained Horses
Imwalle Gardens
Island Breezes Nursery
JoLee Blooms & Design
Jordan Vineyard & Winery
Kendall-Jackson Wine Estate & Gardens
Korbel Champagne Cellars
Kozlowski Farms
Laguna Farm
Lala's Jam Bar & Urban Farmstand
Larsen's Christmas Tree Farm
Larson Family Winery
Lavender Bee Farm
Leland Street Country Club
Let's Go Farm
Live Oak Farm
Lowell's Restaurant & Two Belly Acre Farm
Luther Burbank's Experiment Farm
Lynn's Lavender
Manzana Products Co.
Martinelli Winery
Matanzas Creek Winery
McClelland's Dairy
McEvoy Ranch
Momiji Nursery/Japanese Maples
Monte-Bellaria di California
Muelrath Ranches
Nana Mae's Organics
New Carpati Farm
The Nursery at Emerisa Gardens
Oak Hill Farm of Sonoma
Occidental Arts and Ecology Center
Olympia's Orchard
Open Field Farm
PaPa's Pumpkin Patch
Permaculture Artisans
Petaluma Bounty
Piano Farm
Porter Creek Vineyards
Pozzi Ranch
Preston Farm and Winery
Rainbow's End Farm
Red H Farm
Redwood Hill Farm/Capracopia
Reis River Ranch Vineyard
Rodney Strong Vineyards
Santa's Trees
Shone Farm at Santa Rosa Junior College
Singing Frogs Farm
Soap Cauldron
SoMar Farms
Sonoma County Poultry
Sonoma Garden Park
Sonoma Horticultural Nursery
Sonoma Wool Company
Spirit Works Distillery
Stemple Creek Ranch
Straus Family Creamery
Tara Firma Farms
Tierra Vegetables
Tilted Shed Ciderworks
Tolay Springs
Tomales Farmstead Creamery
Truett Hurst Winery
Two Rock Valley Goat Cheese
Valley Ford Cheese Co.
Vella Cheese
Victorian Farmstead
Walker Apples
William Cofield Cheesemakers
Willie Bird Turkeys
Wind & Rye
Wise Acre Farm
Woodfour Brewing Co.
Yenni Ranch
Zazu Restaurant + Farm

Sonoma County Farm Trails - Partners

American AgCredit
Andy's Produce Market
Antique Society
Backyard
Barlow Printing
Bar B Que Smokehouse
Beekind
Bud's Custom Meats
California Artisan Cheese Guile
Clark Wolf Company
Community Alliance w/ Family Farmers
Cotati Farmers Market
Cumbria Guest House
Dan Gilbert Art Group
Estero Cafe
Exchange Bank
Farmers' Guild
The Farmer's Wife
F.E.E.D. Sonoma
Firefly Catering | Rocker Oysterfeller's
Flakey Bakery
Food System Alliance
Forestville Farmers Market
Fork Roadhouse
Freestone Artisan Cheese
girl and the fig
Grab N' Grow
Handline
Hazel
Healdsburg Farmers Market
Healdsburg SHED
John Ash & Co.
Kenwood Community Farmers Market
Laguna de Santa Rosa Foundation
Lydia's Foods
Michele Anna Jordan
Mom's Apple Pie
Mommy's Yammy's
Nick's Cove
Nightingale Breads
Occidental Bohemian Farmers Market
Panizerra Meat Co.
Papas and Pollo
Petaluma Eastside Farmers Market
Petaluma KOA Campground
Petaluma Seed Bank
Rohnert Park Farmers Market
Santa Rosa Community Farmers Market
School Garden Network
Sebastopol Chamber of Commerce
Sebastopol Farmers Market
Slow Food Russian River
Sonoma County Ag Preservation + Open Space District
Sonoma County Farm Bureau
Sonoma County GoLocal Cooperative
Sonoma County Regional Parks
Sonoma County Tourism
Sonoma County Wildlife Rescue
Sonoma County Winegrape Commission
Sonoma West Times & News
Three Leaves Foods
Torkelson & Associates, LLP CPAs
Union Hotel
Visit Santa Rosa
Western Farm Center
Wine Road Northern Sonoma County

SONOMA COUNTY
FARM TRAILS®

SONOMA COUNTY DEPARTMENT OF
AGRICULTURE/WEIGHTS & MEASURES

Sonoma County Department of Agriculture/Weights & Measures
133 Aviation Boulevard, Suite 110, Santa Rosa, CA 95403
Phone: (707) 565-2371 Fax: (707) 565-3850
Website: www.sonomacounty.ca.gov/AWM

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 43
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors, County of Sonoma
Board Agenda Date:	August 14, 2018
Vote Requirement:	Majority
Department or Agency Name(s):	Fire and Emergency Services
Staff Name and Phone Number:	Jim Colangelo / 565-1152
Supervisorial District(s):	All Districts
Title:	Fire Services Project Update

Recommended Actions:

A. Accept an update on the Fire Services Project.
B. Approve the Sonoma County Comprehensive Fire Service Deployment Plan in Attachment 1
C. Implement the Priority Steps in Attachment 2.
D. Dissolve the existing Fire Services Ad Hoc and appoint a new Fire Implementation Ad Hoc as outlined in Attachment 3.
E. Dissolve the Fire Services Advisory Council and request that the Sonoma County Fire Chiefs' Association create a select group of Chiefs to provide input to the Fire Implementation Ad Hoc
F. Direct the Interim Director of Fire and Emergency Services to explore the funding alternatives, including a possible 2019 tax measure, to begin the implementation of the Plan.

Executive Summary:

As part of the recommendations of the multi-year fire services project, the Board of Supervisors created the Fire Services Advisory Council (Council) on April 19, 2016. Since its formation, the Council has met monthly to begin its role advising the Board of Supervisors on issues related to fire services, including recommendations for how to spend funding allocated to improving the efficiency, effectiveness, and sustainability of fire services in Sonoma County. This item presents an update on the Fire Services Project, including the recommended approval of the Sonoma County Comprehensive Fire Service Deployment Plan (Comprehensive Deployment Plan), and priority steps to begin the implementation of the Plan. The Comprehensive Deployment Plan provides a framework to staffing existing and proposed new stations throughout the County, adding over 200 paid first responders, ensuring stations and apparatus are properly maintained, and enhancing fire prevention efforts.

By approving this Plan, and the Priority Steps outlined in Attachment 2, the Board will be making further progress towards finding an alternative support services structure for the Volunteer Fire Companies within County Service Area No. 40. This action combined with transferring the Fire Prevention and Hazardous Material Inspection Programs to Permit Sonoma, and determining a new reporting structure for the Emergency Management Program, will allow for the eventual elimination of the Fire and Emergency Services Department.

With the approval of this plan, the Fire Service Project will move fully into the implementation phase. As such, this item recommends dissolving the current Fire Services Ad Hoc and forming a new Ad Hoc that

will focus on implementation. The Fire Service Advisory Council has played a critical role in shaping recommendations for an improved service model. With action being taken to approve a plan to improve fire services, the need for input from the fire community is changing. It is thus also recommended that the current Fire Service Advisory Council be dissolved and that the Sonoma County Fire Chiefs' Association be asked to form a smaller advisory group to provide input to the Fire Services Project Implementation Ad Hoc.

Verbal updates will also be provided on the recently approved Up-Staffing Model during high fire risk events and the efforts to work in partnership with local fire agencies to enhance inspection for weed abatement and vegetation management.

Discussion:

As part of the 2014 Board priorities the county launched a multi-year project to provide more efficient, effective, and sustainable fire services in Sonoma County. In December 2015 staff returned to the Board to present consensus recommendations from the project's stakeholder Advisory Committee regarding a governance model for the fire system, and a request for $9.4 million for implementing recommendations.

While the governance model recommendations saw a single agency as a long-term vision, it was not deemed practical in the short term. Instead, it opted for a Regional Model to assist with coordination and to incentivize collaboration between agencies. This model consists of seven geographical regions based on existing dispatch zones, and the establishment of a countywide Fire Services Advisory Council (Council). In June 2015, during the FY 2015-16 budget hearings, the Board of Supervisors approved a policy designed to allocate a portion of Proposition 172 public safety sales tax funds toward fire services. The initial allocation for FY 2015-16 was set at $999,000, with a share of growth to be allocated until on ongoing total of 8% of Proposition 172 funds was allocated to fire services. In the FY 2018-19 fiscal year the amount of Proposition 172 funds had grown to $1.5 million. In addition, the Board of Supervisors allocated nearly $900,000 to fire services to help pay for dispatch costs, and $1,000,000 of Measure L Transient Occupancy Tax (TOT) revenues to further enhance fire services within Sonoma County.

Fire Services Advisory Council

The Council consists of ten members, one each nominated by and representing the seven fire service regions in the County, one representing the Volunteer Fire Companies (VFC's) and two at large representatives selected by the Board of Supervisors. Each of the ten members has an alternate, and alternates are encouraged to participate in all meetings. The Board approved creation of the Council and appointment of initial members on April 19, 2016. Since that time the Council has met monthly, beginning in May. Meetings are generally held on the second Thursday of the month.

Upon its inception, the Council focused on establishing its working processes, including processes for regions to request funding allocated to collaboration as well as discussions on how and when the Council should report out to the Board of Supervisors. At the request of the Local Area Formation Commission (LAFCO), the Advisory Council decided that it would review and weigh in on proposed annexations, district formations, and other activities going before the commission. The opinion will be advisory, and will not determine the outcome of an action or prevent any proposal from going to LAFCO, but will allow the Council to offer its expertise on the operational impacts of a proposal and to assess potential impacts on funding that is allocated to the Fire Services. The Council has made recommendations on proposed annexations by Schell-Vista Fire Protection District and Geyserville Fire Protection District.

The Council has made recommendations on a number of allocations. Items recommended to date include:

1. Providing funding to CSA 40 to backfill for revenue lost with the formation of the North Sonoma Coast Fire protection District.
2. Payment of dispatch fees for special districts.
3. Implementation of Lexipol software in order to assist in standardizing operating procedures.
4. Providing $800,000 to assist in the Recruitment and Retention of volunteer firefighters.
5. Providing $900,000 for a pilot project to enhance up-staffing efforts during high risk events.

While these funding initiatives were valuable, the Council decided to defer these regional funding requests for a time to focus the Council's efforts on developing a comprehensive plan for improving fire services in the County.

As part of this process, each Region was directed to put together a plan for improving services and to determine the necessary funding to implement these plans. While these plans were being developed, the County experienced the October 2017 fires, and the Council decided that the Regional Plans would need to be supported by a more comprehensive, long-term plan that utilized the Regional Plans but also looked across Regional boundaries to ensure the greatest efficiency.

Fire Services Advisory Council Planning Group (Gold, Silver and Bronze Plans)

In order to expedite this work, the Fire Service Advisory Council created a smaller Planning Group comprising a representative from the County Chiefs' Association (Todd Derum, Cal Fire), Fire Districts' Association (Dan George, Gold Ridge and Bennett Valley Fire Protection Districts), Volunteer Fire Company Association (Mike Mickelson, Wilmar and San Antonio Volunteer Fire Companies) and the City Fire Chiefs (Tony Gossner, Santa Rosa). The Planning Group was later expanded to include the County Fire Chiefs' Association liaison on EMS issues (Steve Akre, Sonoma Valley Fire and Rescue Authority) and the new Windsor/Rincon Valley Chief (Mark Heine) who is a member of the California Fire Chiefs' Association Executive Board.

The Planning Group has been meeting for the past several months to develop alternative service level plans for presentation to the full Board. On June 14, the Council approved the Staffing and Deployment Plan, formerly known as the "Silver Plan" for consideration by the Board of Supervisors.

Service Level Plans

Using the health insurance marketplace as an example, various levels of staffing and deployment were considered. In purchasing health insurance in the private marketplace, individuals must decide how much insurance they are willing, or able, to purchase in comparison with coverage limits, deductibles and other options.

If the County had unlimited resources, a fire and emergency medical response plan could be created that would ensure the highest levels of coverage regardless of call volume. This "**Gold Plan**" was analyzed providing a Captain, Engineer and two Fire Fighters 24/7 to each fire "station" in the County. (It should be noted that many of the facilities that are designated as "fire stations" in the County are actually garages or barns that house a single engine and little else.) One of the four full-time staff at each station was assumed to be a paramedic, thereby increasing the level of emergency medical service throughout the County to an Advanced Life Support (ALS) level. This meant that many rural stations that might respond only to a few calls a year would be staffed full time.

This level of service would increase the total number of full-time paid fire fighters staffing stations throughout the County from approximately 400 to approximately 1,000. The increased personnel costs just for staffing the stations at this level would be over $90 million annually. In addition, there would be millions more required for administrative staff, services and supplies, station improvements and apparatus requirements. **This level of service would be an inefficient use of taxpayer dollars and require a significant reallocation of funding from other essential programs within the County.**

A second level was developed by analyzing the level of service improvements that could be attained utilizing the existing discretionary funding resources that the County has allocated for the fire services project (approximately $2.5 million annually, excluding funding specifically for dispatch). This **"Bronze Plan"** was prepared attempting to spread the increased level of service throughout the County. Allocating this amount of money throughout seven different regions constrained the ability to provide much in the way on new full-time staff (twelve new fire fighters) and instead relied on providing stipend fire fighters (24 new stipend fire fighters) in several stations during peak call times. This plan provided only modest improvements over the current system and left many rural areas with limited coverage.

The Planning Group decided to focus most of its efforts on developing a plan that balanced increasing service levels within the constraints of a finite amount of financial resources **(Silver Plan)**. The analysis involved looking at population density, call volumes, station coverage response times, special hazards areas and local knowledge to develop a plan that would significantly increase service levels. This is the plan that is being recommended as the Comprehensive Deployment Plan.

This Plan would still require significant additional resources, and the Council understands that it cannot be implemented immediately. It would add over 180 additional full-time staff to fire stations throughout the County, at a cost of $25 million annually. In addition to this staffing, administrative staffing, services and supplies, station improvements and apparatus replacement costs would bring the total costs to approximately $42.5 million annually.

Details of this Plan are included in Attachment 1.

Funding Options

The current level of County funding that is budgeted to the Fire Services Project is as follows:

Approximately $900,00 for Dispatch Services
$1.5 million from Proposition 172 Funds
$1.0 million from Transient Occupancy Tax Funds (Measure L)

In order to commence the implementation of the Plan, the Council is recommending the Priority Steps listed in Attachment 2. While these actions will provide meaningful investments into the fire system, significantly more funding ($40 million) will be needed to implement the Plan.

Without the identification of a new funding source, the Plan's implementation will rely on the Board being able to divert existing funds from other County programs to fire services. This would require significant decreases in service levels throughout the County, and the possibility of completely eliminating some programs. As such, funding through existing resources may not be feasible.

In addition to the funding the Board has allocated above, funding for fire services in the unincorporated portion of the County (including the Cities of Cloverdale, Cotati, Sonoma and Windsor which are all part

of fire protection districts) consists of $28.6 million in property taxes and over $7.3 million in parcel or Mello-Roos taxes.

Currently, 14 of the 34 non-city fire agencies impose some type of parcel tax and 3 impose a Mello-Roos tax. In addition, a half-dozen agencies are considering a new or increased parcel tax ballot measure this November. Although a parcel tax of $150/parcel could generate over $28 million in additional revenues annually (if all of the cities are included), the unequal imposition of existing parcel taxes throughout the County presents challenges to imposing a County-wide parcel tax.

Another alternative would be to seek to impose a sales tax increase within the County. A ½ cent sales tax increase that included the entire County could generate over $41.8 million annually.

In order to have a ½ cent sales tax measure on the ballot in 2019, legislative action would be needed by the State to increase the sales tax cap for some cities in the County. This has been done in other areas of the State and would seem to be justified as a response to what this County has experienced from the 2017 fires.

In addition, a campaign to advocate for the tax would need to be developed involving the fire fighter employee associations and community leaders. If the Board is interested in further evaluating this alternative, work will need to be done in the near future to determine the feasibility of placing such a tax on the 2019 ballot.

Creating a New Leadership Structure

The current Fire Services Ad Hoc, working closely with the FSAC, has directed a two-year process to gain input from each Region in the County and to develop a broad consensus around a plan for enhancing fire services in the County. With the adoption of this Plan, it is necessary to create a new leadership structure to begin the implementation of the Plan.

In order to avoid this becoming just another study or plan that is placed on a shelf and results in no meaningful change, a focused effort with a defined leadership group and dedicated staff will need to be pursued. While the FSAC provided direction in developing a comprehensive plan that has been supported by all of the regions in the County, a new leadership group must be formed that is small enough to meet often, and sometimes at little notice, and yet with sufficient representation to bring various perspectives. Most importantly, this group must consist of Chiefs within the County and include a formal process for meeting with labor groups to ensure that all voices are considered when making recommendations to the Board of Supervisors through the new Fire Implementation Ad Hoc.

Prior Board Actions:

06/11/2018: Received an Updated on the Fire Services Project

07/19/2016: Approved allocating a percentage of Transient Occupancy sales tax funds towards fire services.

04/19/2016: Adopt a resolution creating the Fire Services Advisory Council and appointing its initial members.

12/089/2015: Receive the interim report on the Fire Services Project and give direction on recommendations of the Advisory Committee

Strategic Plan Alignment	Goal 1: Safe, Healthy, and Caring Community
Fire and emergency services are critical to the safety, health, and well-being of Sonoma County's residents and visitors.	

Fiscal Summary

Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

This item does not request specific additional funding for fire. If fully implemented, the cost of the Staffing and Deployment Plan would be $42.5 million. If directed, staff will develop funding options and return to the Board.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Comprehensive Deployment Plan (A1); Priority Implementation Steps (A2); Fire Implementation Ad Hoc (A3)

Related Items "On File" with the Clerk of the Board:

None.

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INTRODUCTION

Throughout the last several decades in Sonoma County, many studies, reports and concepts have been developed to attempt to bring more effectiveness and efficiency to the provision of fire and emergency medical services to the County. None of these reports or studies has been implemented to any real degree. Many issues have been cited for the lack of progress, including:

- 39 individual fire agencies within the County
- Unique service needs and issue in areas of the county
- Long standing conflicts between families in leadership positions in the fire service
- Lack of sustainable funding
- A desire to maintain the status quo
- The lack of a critical driver to force change
- Inconsistent leadership holding people and the process accountable for achieving results

In 2014, the then County Board of Supervisors directed the development of a new study, in hopes of making progress where other efforts fell short. At the end of 2015, the Board adopted an Interim Report that:

- Identified critical funding needs for the adequate provision of fire services
- Created a Fire Services Advisory Council (FSAC)
- Charged the FSAC with recommending funding initiatives to: incentivize collaboration and consolidation among fire agencies, enhance recruitment and retention of volunteers, and maintain existing service levels while a long-term plan was developed.

The FSAC has worked for the past two years to improve communication among and between the regions in the County, and to direct the creation of a plan to provide a more **effective, efficient and sustainable** fire and emergency medical delivery system. Last year, the FSAC realized that it lacked clear goals and direction, and determined that a different process was needed to develop a collective solution addressing county-wide issues and needs.

On July 1, 2017, fire chiefs, fire district board members, fire agency employees and members of the public came together to look beyond individual fire agency boundaries, to seek regional solutions towards building a more effective, efficient and sustainable fire and emergency medical system in Sonoma County. Many long-time members of the community commented on how this was the first time that so many fire officials had come together, not to protect their own agency or interests, but to explore options for more collaboration regardless of boundaries.

While various consolidation proposals have been explored over the past several years, the lack of a sustainable, long-term fiscal solution has prevented any meaningful actions to take place. Combining several agencies that are struggling to maintain services will not create a long-term solution. Instead, new funding must be identified to bolster the current system, which can then encourage consolidations to reduce the number of fire agencies in the County.

Regional discussions that day led to a call from the Fire Services Advisory Council (FSAC) for each of the eight regions in the County to develop plan for enhancing services in their area. For the next several months, each region worked with their neighboring fire agencies (for some this was the first type of these conversations that had ever occurred) and developed new relationships to better coordinate the delivery of services to their residents.

The intent of the regional plans was to provide the FSAC with options for determining the priorities for using the money allocated by the Board of Supervisors. While the Board had made difficult decisions to redirect money from Proposition 172 (Public Safety Sales Tax) and the Transient Occupancy Tax, the nearly $3.4 million dollars would not allow for all of the regional plans to be implemented. The task of deciding which regional plans were funded with the available money and which plans would have to wait for an indeterminate amount of time for additional funding to be allocated would be a difficult process for the FSAC. In addition, as the plans were being developed it was realized that there was not standard level of service that all of the regions were attempting to achieve, which would make the funding allocation process even more challenging.

Before the regional plans could be completed and presented to the FSAC, the October 2017 fires ravaged Sonoma County. All of the fire agencies in the County responded to the disaster, providing critical services and saving lives and property. The effects of this event further highlighted the work that began on July 1 of that year to work more collaboratively. The tragedy that everyone experienced strengthened the resolve to create a more resilient and responsive fire and emergency medical service system and to look beyond individual boundaries and regions to create a framework for a comprehensive service delivery system that would ensure that adequate resources respond to each incident and to increase the level of emergency medical services.

To expedite this process, the FSAC created a Planning Group representing the main fire agency constituencies in the County, consisting of:

- Chief Todd Derum, Cal Fire, President of the Sonoma County Chiefs Association
- Chief Dan George, Gold Ridge/Bennett Valley FPD's, President of the SC Fire Districts' Association
- Chief Mike Mickelson, Wilmar/San Antonio VFC's, President of the Volunteer Fire Company Association
- Chief Tony Gossner, City of Santa Rosa, representing the City fire agencies

Later, two other members were added to ensure other perspectives were being considered:

- Chief Steve Akre, Sonoma Valley Fire and Rescue Authority, Emergency Medical Services representative
- Chief Mark Heine, Windsor/Rincon Valley FPD's, Cal Chiefs Executive Board Member

The Planning Group's work resulted in a unanimously supported approach to creating the Sonoma County Comprehensive Fire Service Deployment Plan a common operating picture for future planning and the allocation of funding, which is being presented to you today.

METHODOLOGY

The Planning Group (PG) analyzed three levels of service for the County. The highest level of service was determined using the strict implementation of National Fire Protection Association (NFPA) standards. While these standards are often cited as a goal for determining the placement and allocation of fire resources, few agencies throughout the Country are able to meet these standards. This level of service would require considerably more than $100 million in additional funding, and would provide a level of service in some areas that could not be justified given the call volume and population density. Strict application of the NFPA Standards, therefore, wast not the only or ultimate criteria used for plan development.

On the other end of the spectrum, the PG determined what level of improvements could be achieved with the existing $2.5 million of discretionary funding that has been allocated by the County. Spreading this amount of money throughout the various regions primarily allowed only for the addition of some stipend firefighters to work during peak call volume times periods. The increased service level that this funding provided proved to be only a fraction of what was needed.

The PG then spent a majority of its time working on a plan that balanced the need to improve services while keeping in mind that the funding needed to be allocated as efficiently as possible. The analysis was conducted without regard for city or district boundaries, recognizing the importance of mutual aid within the fire service and the need to provide the fastest response to those in need.

Various sets of data, including current staffing, population density, shifting County demographics and attendant and increasing medical call needs, road conditions, traffic congestion, and historical call volumes, were utilized to determine which stations should be staffed and at what level. A mapping application was used to determine that most effective station locations to provide the broadest coverage. Assumptions held by the PG based on these analyses were tested with each Region, ensuring the on the ground knowledge of the terroir and its realities were factored in beyond what the numbers and data might suggest.

A key tenet of this analysis was to improve the “effective” response to incidents. Under current conditions in the County, many incidents in the rural areas are responded to by one or two firefighters on a single engine. While this may be sufficient for some calls, major medical calls and fires require significantly more resources to provide an “effective” response. Some stations with relatively low call volumes have staffed in order to improve the “effective” response capabilities.

It is important to note that the figures provided in this document will need further refinement as the system gets developed. Broad estimates, based on the City of Santa Rosa, have been used to calculate the cost of the added positions and support services. Capital costs have been calculated using estimates based on recent purchases and bids. While these numbers are not at the level of accuracy that will eventually be required, they are adequate to define a funding estimate to drive the next phase of this process in exploring funding alternatives.

SUMMARY

The Sonoma County Comprehensive Fire Service Deployment Plan provides a long-term framework for planning, funding and implementing enhanced fire and emergency medical service within Sonoma County. The total number of paid fire and emergency medical first responders is increased from approximately 400 to over 575 (44% increase), significantly improving coverage throughout the County.

Ten new fire stations would be constructed in key locations and funding would be allocated for maintenance and improvements to existing stations. A county-wide apparatus replacement program would be funded to ensure that the "first out" apparatus at each station would less than 20 years old, thereby improving the safety and reliability of the vehicles.

The breakdown of the increase in estimated costs is as follows-

- Station staffing and Battalion Chief coverage- $25 million
- Administrative Support – $4.3 million
- Fire Prevention - $1.2 million
- Services, Supplies, Equipment - $2.6 million
- Station Construction and Improvement Fund - $5.1 million
- Apparatus Replacement Fund - $4.1 million

Total Annual Increased Cost = $42.2 million

Regional Impacts

The following is a brief description of the current condition and proposed future service level for each of the seven regions within the County. While this regional perspective is important for understanding how the unique needs in different parts of the County have been addressed, it is important to remember that no region is an island, and that adjacent regions provide services across regional boundaries.

A detailed breakdown of the station staffing can be found in Exhibit 1.

Region 3

Located in the southeast portion of Sonoma County in the Sonoma Valley and is comprised of the combination agencies (Kenwood and Schell Vista Fire Protection Districts, and Sonoma Valley Fire and Rescue Authority) and an all volunteer company in Mayacamas (the State fire agency at the Eldridge Facility is not included in this analysis due to its uncertain future status). Including stipend firefighters, there are currently 19 paid staff per shift housed in six fire stations. Four of the staff on duty are paramedics.

Under the Sonoma County Comprehensive Fire Service Deployment, no new stations would be staffed, but 8 additional paid staff would be added, including two additional paramedics. This added depth would provide a significantly improved effective response throughout the region, ensuring shorter

response times to major incidents and an enhanced ability to respond to multiple simultaneous calls. The additional paramedics would significantly increase the Advanced Life Support (ALS) service level in the area.

The Mayacamas area would continue to be served by volunteers and mutual aid from nearby paid staff companies.

The Kenwood Fire Station would need improvements to accommodate a third firefighter for each shift.

Region 4

This region is located in the northwest area of Sonoma County along Highway 1 and extending east into more remote areas. It includes two all volunteer fire agencies(Fort Ross and Timber Cove) and one department, the North Sonoma Coast Fire Department, that contracts with Cal Fire and augments its services with volunteers. There are currently only two paid staff per shift.

Due to the remoteness of this area, and the relatively small call volume, adding full time firefighters was determined to be cost prohibitive. Instead, two stipend firefighters have been added to the Timber Cove station, and a paramedic has been included in the North Sonoma Coast Station No. 42-1. It may be determined that the funding identified for the paramedic would be better spent by enhancing the services of the Coast Life Support District due to the low volume of calls.

No new stations are planned in this region.

Region 5

Serving the Russian River area, this region includes six agencies providing fire services. Only two, Forestville and Russian River currently employ full time staff. The other four agencies, Camp Meeker, Cazadero, Monte Rio and Occidental stations are all served by volunteers. The seven paid staff under the current service model would be increased by four full time staff per shift and three stipend firefighters during peak times. The Occidental Station and Monte Rio Station in Jenner, currently staffed by volunteers, would be staffed 24/7. In addition, an Amador Station in Cazadero would be staffed by Cal Fire year round.

A new station in Jenner would need to be constructed to house the additional staff, as this location is identified as a key connection along the Highway 1 corridor.

Region 6

Located in the northeastern portion of the County, this region contains the City of Healdsburg Fire Department, Cloverdale and Geyserville Fire Departments and the Knights Valley Volunteer Fire

Company, as well as the Dry Creek Rancheria. Currently staffed by 11 paid firefighters (including two stipend firefighters), the region would see an increase four paid staff per shift, while replacing the stipend staff with 24/7 staff. While the staffing model identifies paramedics at all four staffed stations, flexibility is provided to allow the region to address emergency medical needs based on local conditions and changing industry standards.

A new station would be constructed in the Chalk Hill Road area to provide expanded service to the Alexander Valley, including the Knights Valley area which is served by an all volunteer company.

Region 7

This region comprises the central area of the County including the City of Santa Rosa, Windsor/Rincon Valley, Bennett Valley and Mountain Volunteer Fire Company. Currently staffed by 53 full-time staff per shift and two stipend firefighters, the region is envisioned to add ten staff per shift. The Mountain station would be staffed 24/7, allowing existing resources to be shifted westward towards the Airport. Two new stations would be staffed in the City of Santa Rosa.

The Mountain Station would need to be demolished and rebuilt to allow for 24/7 staffing, while Santa Rosa would be constructing two new stations in the Brush Creek and Bellevue areas, while relocating station 71-6.

Region 8

Located west of Santa Rosa and stretching to the coast in Bodega Bay, this region consists of six fire agencies including the City of Sebastopol, the combination departments of Bodega Bay and Gold Ridge, and all volunteer stations in Bodega, Graton and Valley Ford. Currently served by two stipend and seven full-time staff, the region would experience an increase of five stipend and nine full-time staff. Stations in Bodega, Graton and Sebastopol would add full-time staffing.

A new station would be constructed and staffed in Bloomfield to provide expanded service to the southeaster portion of the region and the western portion of Region 9.

Region 9

Comprising the southern portion of the County, this region stretches along the 101 Highway corridor from Rohnert Park to the County line and areas to the north, west and southeast of the City of Petaluma. The Petaluma Fire Department and Rohnert Park Public Safety Department utilize full-time staff, while the Rancho Adobe Fire Protection District is a combination department, and four all volunteer companies (Lakeville, San Antonio, Two Rock and Wilmar) are located south and west of the City of Petaluma. The Coast Guard Training Center also provides fire services in the area.

The area is currently served by two stipend and 28 full-time firefighters. An increase of 14 full-time staff per shift would add enhanced services throughout the area, including staffing new stations in Petaluma and Rohnert Park and adding 24/7 staffing to stations in Lakeville and Wilmar.

In addition to the new stations in Petaluma and Rohnert Park, and new station is proposed to be constructed farther south in the Lakeville area to provide faster responses to the Highway 37 corridor.

NEXT STEPS

Leadership-

In order to avoid this becoming just another study or plan that is placed on a shelf and results in no meaningful change, a focused effort with a defined leadership group and dedicated staff will need to be pursued. While the FSAC provided direction in developing a comprehensive plan that has been supported by all of the regions in the County, a new leadership group must be formed that is small enough to meet often, and sometimes at little notice, and yet with sufficient representation to bring various perspectives. Most importantly, this group must consist of Chiefs within the County and include a formal process for meeting with labor groups to ensure that all voices are considered when making recommendations to the Board of Supervisors through the Fire Implementation Ad Hoc.

Priority Actions –

1. Provide funding to the Volunteer Fire Companies to implement the staffing identified in the document for the stations that can accommodate staffing at this time.
2. Provide funding to agencies that will experience a reduction in service levels in the current fiscal year.
3. Create a County-wide Apparatus Replacement Program.

Funding –

Determine the viability of a ½ cent sales tax increase for the 2019 ballot. Steps involved in such a process would include –

1. Exploring legislation to increase the sales tax limit for several cities within the County.
2. Enter into discussion with the Cities that have their own fire department, to determine their potential support for a tax that would largely be used to support unincorporated fire agencies.
3. Educate the public on the current state of fire services in the County so that informed decisions could be made regarding a potential tax.

Allocation of Future Funds –

If a new revenue source can be secured standards and criteria will need to be developed to ensure a fair and transparent process for allocating those funds.

Refining the Estimates in this Document –

As new funding is identified, additional work would be beneficial to provide more detail to the numbers in this document and to ensure the cost estimates are kept up to date.

Update the Plan –

The framework should be updated on a regular basis to ensure that it is responsive to changing conditions within the County and to maintain best practices in the industry.

			Staffing per Shift (Except for Stipend)									
			Current					Comphrensive Fire Service Deployment Plan				
Region	Agency	Stations	Stipend FF	Firefighter	Paramedic	Engineer	Captain	Stipend FF	Firefighter	Paramedic	Engineer	Captain
3	Kenwood	31-1	1				1	1			1	1
	SVFRA/Glen Ellen	32-1				1	1	1			1	1
	SVFRA	33-1	1		2	1	1	1	1	2	1	1
	SVFRA	33-2	1			1	1	1	1	2	1	1
	SVFRA	33-3	1		2	1	1	1	1	2	1	1
	SVFRA	33-4										
	Mayacamas	34-1										
	Mayacamas	34-2										
	SVFPD	38-1	1				1	1			1	1
	SVFPD	38-2										
	Totals		5	0	4	4	6	6	3	6	6	6
	Region Totals						19					27
4	NSCFPD	42-1				1	1			1	1	1
	NSCFPD	42-2										
	NSCFPD	42-3										
	Fort Ross	43-1										
	Fort Ross	43-2										
	Fort Ross	43-3										
	Fort Ross	43-4										
	Timber Cove	45-1						2				
	Timber Cove	45-2										
	Totals		0	0	0	1	1	2	0	1	1	1
	Region Totals						2					5
5	Forestville	51-1	1			1	1	1			1	1
	Cazadero	52-1										
	Cazadero	52-2										
	Monte Rio	54-1										
	Monte Rio	54-3										
	Monte Rio	54-4						1			1	1
	Camp Meeker	55-1										

	Russian River	56-1				2	1	1				2	1	1
	Russian River	56-2												
	Occidental	57-1							1				1	1
	Occidental	57-2												
	Totals		1	0	2	2	2	3	0	2	4	4		
	Region Totals						7					13		
6	Geyserville	61-1	1	1			1				1	1	1	
	Geyserville	61-2												
	Geyserville	61-3												
	Chalk HIll	61-4									1	1	1	
	Knights Valley	62-1												
	Healdsburg	63-1		1		1	1		1			1	1	
	Cloverdale	65-1	1	1			1				1	1	1	
	Dry Creek Rancheria	67-1		1			1				1	1	1	
	Totals		2	4	0	1	4	0	1	4	5	5		
	Region Totals						11					15		
7	Rincon Valley	CSC-20												
	Windsor	CSC-21	1			1	1		1		1	1	1	
	Rincon Valley	CSC-22		1		1	1		1		1	1	1	
	Windsor	CSC-23	1			1	1		1		1	1	1	
	Rincon Valley	CSC-24		1		1	1		1		1	1	1	
	Rincon Valley	CSC-25												
	Santa Rosa	71-1		1	2	3	2		1	2	3	2		
	Santa Rosa	71-2		1	2	3	2		1	2	3	2		
	Santa Rosa	71-3			1	1	1			1	1	1		
	Santa Rosa	71-4			1	1	1			1	1	1		
	Santa Rosa	71-5			1	1	1			1	1	1		
	Santa Rosa (Brush Creek)									1	1	1		
	Santa Rosa (Move)	71-6		1	1	1	1		1	1	1	1		
	Santa Rosa	71-7			1	1	1			1	1	1		
	Santa Rosa	71-8			1	1	1			1	1	1		
	Santa Rosa (Bellevue)	71-9								1	1	1		
	Santa Rosa	71-11			1	1	1			1	1	1		
	Santa Rosa	71-10			1	1	1			1	1	1		

	Mountain	76-1						1			1	1
	Bennett Valley	78-1		1		1			1		1	1
	Totals		2	6	12	19	16	1	8	14	22	20
	Region Totals						55					65
8	Gold Ridge	81-1		1		1		1			1	1
	Gold Ridge	81-2		1		1		1			1	1
	Gold Ridge	81-3										
	Sebastopol	83-1	1					1			1	1
	Graton	84-1						1			1	1
	Bloomfield	85-1						1			1	1
	Valley Ford	86-1										
	Bodega	87-1						1			1	1
	Bodega Bay	88-1	1		2		1	1		2	1	1
	Bodega Bay	88-2										
	Totals		2	2	2	2	1	7	0	2	7	7
	Region Totals						9					23
9	Rancho Adobe	91-1	1			1	1		1		1	1
	Rancho Adobe	91-2	1			1	1		1		1	1
	Rancho Adobe	91-3		1		1			1		1	1
	Petaluma	93-1		1	2	1	1		1	2	1	1
	Petaluma	93-2		1	1	1	1		1	1	1	1
	Petaluma	93-3		1	2	1	1		1	2	1	1
	Petaluma	93-4								1	1	1
	Wilmar	94-1						1			1	1
	San Antonio	95-1										
	Two Rock	96-1										
	Lakeville	97-1						1			1	1
	Coast Guard	98-1		2		1	1		2		1	1
	Rohnert Park	99-1										
	Rohnert Park	99-2				1	1				1	1
	Rohnert Park	99-3							2		1	1
	Rohnert Park	99-4				1	1				1	1
	Totals		2	6	5	9	8	2	10	6	13	13
	Region Totals						30					44

Countywide Totals (per shift)	14	18	25	38	38	21	22	35	58	56
					133					192
Change from Current						7	4	10	20	18
(Staffing is per shift, Costs are for 24/7)										59
District Staffing (per shift)	13	12	8	19	21	20	14	15	34	34
Change in Districts						7	2	7	15	13
Totals					73					44
City Fire Department Staffing (per shift)	1	6	17	19	17	1	8	20	24	22
Change in Cities						0	2	3	5	5
Totals					60					15
Volunteer Fire Company Staffing (per shift)	0	0	0	0	0	5	0	0	5	5
Change in VFC's						5	0	0	5	5
Totals					0					15

New Station
Station Improvments Needed for Staffing
Move Station for Better Coverage
Also includes an Amador Station in Cazadero

Priority Steps

1. Implement the levels for the VFC's as determined in the Sonoma County Comprehensive Fire Service Deployment Plan, for those stations that can accommodate staffing at this time
2. Ensure that service levels in the County are maintained by providing financial support to those agencies that require assistance.
3. Create a County-wide Apparatus Replacement Program to provide that all first out apparatus is less than 20 years old, thereby improving safety and reliability.

County of Sonoma
Fire Implementation Ad-Hoc Committee
Charter/Scope of Work
August 2018

Background

The Chair of the Board of Supervisors has formed a Fire Implementation Ad-Hoc Committee to address the implementation of the Sonoma County Fire Service Deployment Plan (CFSPD). The intended outcome is a more effective and efficient fire system in Sonoma County. The Ad Hoc Committee will address some immediate challenges, as well as establish a longer-term process to commence the implementation of the CFSPD.

This effort will keep three principles in mind to guide decisions:

1. Any decisions should result in a quality of service that equals or exceeds the level that would exist without changes.
2. Any decisions should improve the cost effectiveness of fire services.
3. Any decisions will be made with a County-wide view.

Committee Members

Lynda Hopkins, Board of Supervisors, Fifth District
David Rabbitt, Board of Supervisors, Second District

County Department Resources

Sheryl Bratton	County Administrator
Peter Bruland	Principal Administrative Analyst
Terri Wright	Administrative Analyst
Jim Colangelo	Interim Director, Fire and Emergency Services

Subject matter experts from Fire and Emergency Services, Auditor-Controller-Treasurer-Tax Collector Office, County Counsel, and other departments such as Health Services as needed.

In addition, the Ad Hoc will work closely with a select group of Fire Chiefs on the implementation of the Plan

Work Efforts

1. Financial Stability: Respond to financial pressures on the most severely impacted areas of the County. Require that any County financial assistance be tied to agreements that promote long-term improvements in fire services County-wide and are consistent with the principles above.

2. Explore Funding Options: Identify and analyze various funding options, including a potential ½ cent sales tax increase in 2019, to fund the CFSDP.

3. Priority Steps: The CFSPD includes three Priority Steps to commence the implementation of the Plan. Determining the allocation of existing resources among the Priority Steps, will ensure service levels are maintained while the longer term vision is developed.

4. County-wide Fire Services Municipal Services Review Report: Review proposed LAFCO actions to determine consistency with the CFSPD and the principles listed above

Stakeholders

- Fire Chiefs/Fire Boards/Fire Labor (VFC's, FPD's, cities)
- Ambulance providers/Ambulance provider Boards/Ambulance Labor
- CSA 40/Coastal Valleys EMS

Staff Contact

Jim Colangelo, Interim Director, Fire and Emergency Services
(707) 565-1152
jim.colangelo@sonoma-county.org

Sonoma County Comprehensive Fire Service Deployment Plan

Jim Colangelo

Interim Director, Fire and Emergency Services

FSAC Planning Group

- Chief Todd Derum – CalFire, County Chiefs' Association
- Chief Tony Gossner - City of Santa Rosa, City FD's
- Chief Dan George – Gold Ridge/Bennett Valley, Fire Districts Association
- Chief Mike Mickelson – Wilmar/San Antonio VFC's, VFC Association
- Chief Steve Akre – Sonoma Valley FRA, EMS Representative
- Chief Mark Heine – Windsor/Rincon Valley, State Board Representative

FSAC Purpose

1. Provide you with a path to an efficient, effective and sustainable fire service delivery system
2. Determine the appropriate allocation of existing funding to support departments to serve their respective communities

Development Process

PAST

No overarching aim

No shared goal

Little to no connection

Competitive for resources

No basis for evaluating requests

July 2017

39 Departments

Board Members

Members of Public

Day long collaborative meeting

6 months

Analyzed existing levels of service against NFPA Standards

GIS Mapping

Station configurations

Regional validation

July 2018

Unanimous Support from FSAC

Today

Board Approval

Key issues the Plan attends to

- NFPA Standards
- Volunteers
- Emergency Medical

Permanent and Reliable Funding

.5 cent sales tax

- 2019 General Election

$41.8 M annually

- Residents and Visitors

Sonoma County Comprehensive Fire Service Deployment Plan

- ✓Increases Full-time Paid Staff in Stations by 177 (44% increase)
- ✓Increases Number of Staffed Stations by 15 (38% increase)
- ✓Adds 10 New Stations and Provides Funding for Maintenance and Improvements of Existing
- ✓Strives for an Advanced Life Support Medical Service Level
- ✓County-wide Apparatus Replacement Program
- ✓Enhanced Fire Prevention Program

Plan Costs

- $25 M — Station Staffing and Battalion Chief Coverage
- $4.3 M — Administrative Support
- $1.2 M — Fire Prevention
- $2.6 M — Service, Supplies, Equipment
- $5.1 M — Station Construction, Maintenance/Improvements
- $4.1 M — Apparatus Replacement Fund

TOTAL ESTIMATED COST = $42.2 million

Time for a New Structure

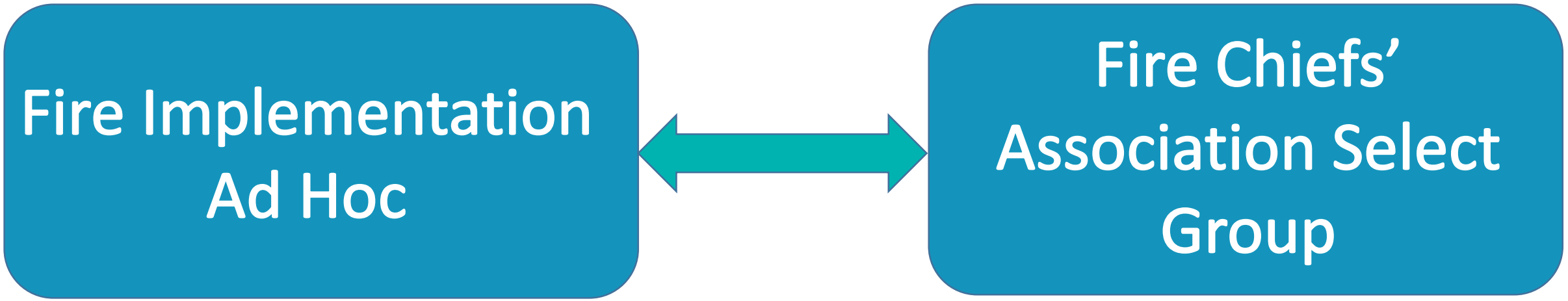
December 2015	• Interim Plan Approved
February 2016	• Fire Services Ad Hoc Formed
May 2016	• Fire Services Advisory Council (FSAC) Formed
November 2017	• Planning Group Created

Fire Service Deployment Leadership

Development of a Plan

Implementation

Fire Service Deployment Leadership



Where to begin?

Make the VFCs whole

Maintain service levels during transition

Apparatus Replacement Plan

Recommended Actions

1. Accept an update on the Fire Services Project
2. Approve the Sonoma County Comprehensive Fire Service Deployment Plan
3. Implement the Priority Steps
4. Dissolve the existing Fire Services Ad Hoc and appoint a new Fire Implementation Ad Hoc
5. Dissolve the Fire Services Advisory Council and request that the Sonoma County Fire Chiefs' Association create a select group of Chiefs to provide input to the Fire Implementation Ad Hoc
6. Direct the Interim Director of Fire and Emergency Services to explore the funding alternatives, including a possible 2019 tax measure, to begin the implementation of the Plan

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 44
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors, County of Sonoma; Board of Directors, Sonoma County Water Agency; Board of Commissioners, Community Development Commission; Board of Directors, Agricultural Preservation and Open Space District

Board Agenda Date: August 14, 2018	**Vote Requirement:** Majority
Department or Agency Name(s): CAO / Fire and Emergency Services / Human Resources	
Staff Name and Phone Number:	**Supervisorial District(s):**
Christopher Godley / 565-1152	All Districts

Title: Emergency Management Program Update and Reporting Relationship Study

Recommended Actions:

1. Receive and review staff updates regarding key developments in the County's emergency management program including
   a. Community alert and warning;
   b. Role of County Supervisors in disaster;
   c. County Emergency Council;
   d. Continuity of Operations; and
   e. Related Human Resource actions.
2. Review and accept the staff Emergency Management Program Assessment Report and provide direction to staff regarding implementation of selected action items for restructuring the County's emergency management organization.
3. Review potential options for realignment of the County's emergency management organization and provide direction to staff regarding additional analysis and development of recommendations.
4. Adopt concurrent resolution directing County entities to develop and/or revise their Continuity of Operations Plans (COOP), identify organizational and procedural opportunities to integrate COOP functions with disaster response functions, and identify and develop a training and exercise program to support and maintain an integrated and effective County COOP and disaster preparedness program.

Executive Summary:

Subsequent to the October 2017 Wildfire disaster, the Board directed staff to assess and make recommendations regarding the County's Alert & Warning program capabilities and make recommendations regarding the organization and alignment of the County's emergency management program During the Budget Hearings, the Board agreed to add five positions, including two to support a comprehensive Community Alert and Warning Program and three to strengthen emergency management and preparedness. Staff will update the Board on progress in key focus areas and present key findings from the attached study on the alignment of the County's emergency management program.

Discussion:

Background

In response to the October 2017 Wildfires disaster, the Board directed staff to study the organization and reporting relationship of the County's emergency management program within the County government structure.

In previous actions, the Board approved and provided funding for an expansion of the emergency management and community Alert & Warning programs. The Board requested additional study and recommendations regarding two remaining policy issues: the designation of the Director of Emergency Services and the placement of the County's emergency management program within the County government structure. These issues must be addressed to enable staff to implement the recruitment of staff for the emergency management and alert & warning programs.

Director of Emergency Services Designation

County Code (Chapter 10) designates the County Administrator as the Director of Emergency Services. Upon declaration of a local emergency by the Board of Supervisors (or ratification of a declaration made by the Director of Emergency Services), the Director is empowered to act unilaterally to direct the County's and the Operational Area's response efforts. This role is intended to streamline and focus the County's decision-making authorities and processes and expedite emergency response.

The Board of Supervisors retains the majority of executive authority in the County government structure with a majority of the County departments reporting directly to the Board.

The designation of the Director of Emergency Services could include:

1. County Administrator
2. Sheriff
3. Emergency Management Program Director
4. Other Department Head
5. A County Supervisor, appointed annually

Recommendation: Reaffirm the designation of the position of County Administrator as Director of Emergency Services. See attached report for further discussion of the recommendation (A1).

Emergency Management Program Reporting Relationship

Emergency management is the organizational function charged with creating the framework within which communities reduce vulnerability to hazards and create the capability to respond to, and recover from, disasters. Emergency management protects communities by coordinating and integrating all activities necessary to build, sustain, and improve the capability to mitigate against, prepare for, respond to, and recover from threatened or actual natural disasters, acts of terrorism, or other man-made disasters.

Sonoma County currently houses most of its emergency management function in the Division of Emergency Management in the Fire & Emergency Services Department. Other departments also conduct emergency management functions and/or are tasked with emergency response and recovery roles as per the County's Emergency Operations Plan. On June 11, 2018, the board directed that three new positions be added to strengthen the emergency management function.

The placement of the emergency management program within the County structure will directly affect its ability to influence the county agencies and external stakeholder organizations.

There are several options for locating the emergency management program within the County organization:

1. County Administrator's Office
2. Sheriff
3. Board of Supervisors
4. New department

Recommendation: Designate the Department of Emergency Management as the County's emergency management program. Establish the program as a separate department with the department and Office of Emergency Management Director (Department Head) reporting to the County Administrator. See attached report for further discussion of the recommendation (A1).

Alert & Warning Program Update

At its June 11, 2018 meeting and in the FY18/19 budget, the Board of Supervisors directed staff to develop a comprehensive countywide Community Alert & Warning program and directed that two new positions supporting this function be added. Since then, the following has been accomplished:

- Civil Service Commission approved the position classification for Community Alert and Warning Program Manager;
- Staff have completed an Alert & Warning plan for the Sonoma County Operational Area.
- Staff have scheduled and are developing a major comprehensive test of existing alert warning systems for Sonoma County on September 11 and 12, 2018;

Staff are researching the potential for transitioning the Community Alert & Warning program from the Emergency Management program to a public safety communications organization which may be better aligned with the Alert & Warning mission.

Recommendation: Direct staff to continue to recruit program staff, develop program policies and procedures, coordinate with stakeholder organizations, conduct the major systems test in September, and continue to research the potential for locating the Community Alert & Warning Program in a public safety communications organization.

County Supervisors Role In Disaster Update

At its June 11, 2018 meeting and in the FY18/19 budget, the Board of Supervisors directed staff to address the role of County Supervisors in a major emergency or disaster. County staff have identified potential system improvements including:

- Develop an EOC Executive Coordinating Team that would advise the Director of Emergency Services on major policy, resource and government relations issues during a major emergency or disaster. Membership could include two County Supervisors, the County Administrator, incident-specific County department heads or senior staff as determined by the County Administrator, and other impacted jurisdictions as determined by the County Administrator;
- Create the position of Elected Officials Liaison Officer in the County's Emergency Operations Center to provide a dedicated and consistent point of contact for County Supervisors to share information and identify unaddressed issues;

- Identify and incorporate disaster preparedness training and exercise requirements for County Supervisors and district staff in the County's Emergency Staff Development Program; and
- Emergency Management staff to conduct Board workshops no less than quarterly which would be focused on notable threat/hazard assessments and disaster preparedness efforts.

Recommendation: Direct staff to continue to develop organizational relationships and coordination procedures and implement all of the system improvements identified above.

Emergency Council

The Sonoma County/Operational Area Emergency Council as established by county code (Chapter 10, Section 10-7) is charged with reviewing the Operational Area Emergency Plan, develop mutual aid agreements, and approving Homeland Security grant distributions. Made up primarily of government agency representatives with little community organization participation, the Council meets semi-annually. The Council could become a significant resource in developing community input and participation in preparedness efforts.

The Emergency Council could consider and revise its mission, scope of work, and membership. Mission, scope of effort and membership could be changed to enable greater community and stakeholder engagement in the development of disaster preparedness planning, training and education. The Board could consider refining the membership to incorporate additional community stakeholder groups, private sector, and members-at-large.

Recommendation: Direct staff to continue to assess the potential for revising the Emergency Council's mission, organization, and function and to work with stakeholders to develop recommendations. Direct staff to report back to the Board on progress no later than December 2018.

Continuity of Operations Planning (COOP)

Continuity of Operations Plans provide the ability for the County to maintain critical services in the event of utility or information systems disruption, labor resource conflict, major emergency, or disaster. County departments have developed COOP plans, however, many need to be updated. Additionally, there is no comprehensive coordinating program to integrate and deconflict individual department COOP plans.

Recommendation: Direct departments to develop and/or revise their COOP plans using a standardized planning approach and plan template. Direct Emergency Services to develop a comprehensive COOP policy and provide the planning approach and template and to deconflict departmental COOP plans. Identify organizational and procedural opportunities to integrate COOP functions with disaster response functions as outlined in the County's Emergency Operations Plan. Identify training and exercise requirements needed to support and maintain an integrated and effective County COOP program. Departments that will submit a workplan and timeline for completing COOP updates within 30 days, unless the completed COOP can be completed in that timeframe. All revised COOPs are to be completed within 90 days.

Human Resource Actions

Human Resources has completed the highest priority classification work classification work for the Office of Emergency Management Director and Community Alert and Warning Manager. On June 21, 2018, the Civil Service Commission approved these job specifications. Human Resources will request formal adoption of these job classes and position allocations at the Board of Supervisor's August 28, 2018 Board meeting.

Human Resources will continue the classification work related to the recommendations regarding the necessary positions as identified in the after action reports presented to the Board of Supervisors on June 11, 2018, which include the manager for community preparedness and a deputy director level for the new department. The recruitment for the Office of Emergency Management Director will be open by September 1, 2018. The Community Alert and Warning Manager recruitment will be planned as soon as the organizational placement is more defined.

Prior Board Actions:

06/11/2018: Staff presentation and Board action to expand the County's emergency management program and create a community alert & warning program. Reviewed and accepted the After-Action Report for the County's Emergency Operations Center function during the October 2017 Wildfires event.

02/26/2018: Board of Supervisors Infrastructure Recovery Workshop.

01/29/2018: Presentation to the Board of Supervisors on Alert & Warning Recommendations prepared by the Department of Fire and Emergency Services (FES).

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

County maintains disaster management, preparedness and alert & warning programs and capabilities to ensure the safety of Sonoma County residents and visitors.

Fiscal Summary

Expenditures	**FY 17-18 Adopted**	**FY 18-19 Projected**	**FY 19-20 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

There is no direct fiscal impact of this item. An additional five positions and $1.25 million in funding were authorized during the FY 2018-19 budget hearings. Costs associated with the updated training program will come to the board when a proposal for a program comes to the board.

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Staff Study Report: Emergency Management Reporting Relationship (A1)
Resolution: Requesting County Entities to Update their Continuity of Operations Plans (A2)

Related Items "On File" with the Clerk of the Board:

None.

S:\BOS AGENDA\Emergency Management\AAR Update Emergency Warning Prog\06-11-2018 FES AAR - EM Warning Program Assessment_Summ.docm

Staff Report:
Emergency Management Program Reporting Relationship

FIRE & EMERGENCY SERVICES DEPARTMENT

August 14, 2018

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SCOPE

This report provides an analysis and recommendations for the location and reporting relationship of Sonoma County's emergency management function within the County government organization.

INTRODUCTION

The Board of Supervisors has approved an expansion of the County's emergency management program organization capabilities. The location and reporting structure will have a significant effect on the long-term influence and success of the program.

Emergency management is the organizational function charged with creating the framework within which communities reduce vulnerability to hazards and create the capability to respond to, and recover from, disasters. Emergency management protects communities by coordinating and integrating all activities necessary to build, sustain, and improve the capability to mitigate against, prepare for, respond to, and recover from threatened or actual natural disasters, acts of terrorism, or other man-made disasters.

The majority of actual emergency response and recovery activities are conducted by other County departments and agencies in coordination with local communities, stakeholder organizations, and the private sector. Emergency management is an extension of the government executive function which facilitates and manages these relationships.

In Sonoma County, the emergency management function has evolved from its early mission of Civil Defense planning into "all-hazards" preparedness for increasingly complex emergencies and disasters. The program has moved within County government five times in the last 60 years (CAO, Sheriff, General Services, Emergency Services Dept., and Fire & Emergency Services Dept.).

The field of emergency management has undergone a significant evolution in the last 20 years with an expansion in mission, role, organizational complexity, and program functions. This has been driven by several factors:

1. With the implementation of California's Standardized Emergency Management System (SEMS) in 1995, the county-level emergency management program became the lead agency for developing and maintaining the Operational Area concept. The Operational Area consists of all the county, municipal, and local district governments inside the county's geographic borders. County staff directly serve those residents in unincorporated county areas while indirectly

supporting the cities and special districts. The county program serves as the primary conduit to state and federal organizations - before and during a disaster.

2. Following 9/11, the federal government developed a tremendous body of regulation, policy, guidance, and practice (ex. the National Incident Management System). Initially intended to address the threat of major terrorism, these efforts have created many actual or implicit mandates and standards for how local government organizes and administers its emergency management function.
3. The increased level of knowledge, skill, and technical abilities required to conduct traditional emergency management preparedness activities such as planning, training and exercising has forced many emergency managers to specialize. It is not uncommon to have staff spend most of their career in just one focus area.
4. The effort to address the tactical level of emergency management (planning, etc.) often competes with senior governance and policy programs including general plan development, infrastructure development, and post-disaster fiscal recovery. Emergency managers must balance workloads to ensure they can exercise their roles as leaders in support of executive management.
5. Concurrently, public expectations for local government services before and after a disaster have also risen dramatically. Residents are increasingly reliant upon collective infrastructure, utility, transportation, and information systems. Disruptions to these physical systems and the corresponding tears in the social fabric are effectively outside the control of individuals. In a disaster, communities expect local government to respond as quickly and with the same capabilities as our institutions provide in our daily lives.

KEY FINDINGS

With the pending dissolution of the Fire and Emergency Service Department and the Board's direction to increase the capabilities of the County's emergency management function, the new Department of Emergency Management must be established within the County government organization in a location that supports the broader goals of County preparedness and resiliency. In assessing the potential location and reporting relationships, there are two key findings:

1. Sonoma County currently houses a majority of its emergency management functions in the Division of Emergency Management in the Fire & Emergency Services Department. Other departments also conduct emergency management functions and/or are tasked with emergency response and recovery roles as per the County's Emergency Operations Plan. The current mission of the Division of Emergency Management is to:
    a. Plan and coordinate response, recovery, and mitigation activities related to county-wide emergencies and disasters;
    b. Serve as the primary coordination point for emergency management's communication flow between the Federal, State, and local levels;
    c. Develop emergency operation plans for the county, cities, and districts;
    d. Conduct training and educational outreach programs related to emergency preparedness; and
    e. Sponsor emergency management training.
2. The County's current emergency services code (Chapter 10 – Civil Defense and Disaster) contains most of the common requirements to enable the County's effective response to a disaster. However, there is a lack of clarity in the relationship of the Director of Emergency Services relative to other County staff and the Board of Supervisors that should be addressed in any future revision of the Chapter.

DIRECTOR OF EMERGENCY SERVICES DESIGNATION

County Code (Chapter 10) designates the County Administrator as the Director of Emergency Services. Upon declaration of a local emergency by the Board of Supervisors (or ratification of a declaration made by the Director of Emergency Services), the Director is empowered to act unilaterally to direct the County's and the Operational Area's response efforts. This role is intended to streamline and focus the County's decision-making authorities and processes and expedite emergency response.

In most similar jurisdictions in California with a commission form of government[1], the senior executive officer (city manager or county executive) is also designated as the Director of Emergency Services. The designation builds upon the authorities and influence already exercised by these executives such as supervising department heads. In counties where the senior appointed official provides administrative direction and does not exercise executive authorities (such as in Sonoma County), the Sheriff, another department head or even a member of the Board of Supervisors may be designated as the Director of Emergency Services - see Attachment 1 (Summary of California County Emergency Management Programs).

Described below is a list of options and the strengths and challenges of each option:

Options

The designation of the Director of Emergency Services could include:

1. County Administrator
2. Sheriff
3. Emergency Management Program Director
4. Other Department Head
5. A County Supervisor, appointed annually

1. County Administrator's Office

Strengths

- Ensures Unity of Effort across County departments and agencies through consistent exercise of organizational development and budgetary functions.
- Leverages existing scope of on-going relationships across County departments and City representatives
- Leverages existing operational and reporting relationship with Board of Supervisors

[1] See also NACO County Government Structure: A State by State Report, 2009

- Maintains continuity of current plans and procedures

Challenges

- Relationships and influence with other County departments may be limited due to other Department Heads reporting directly to the Board of Supervisors

2. Sheriff

Strengths

- Would provide for increased focus on public safety functions
- Would capitalize on existing statutory authorities present in California code for Sheriffs and peace officers

Challenges

- Will distract from critical law enforcement functions and management of the Sheriff's Office in major disaster incidents
- Will require additional staff and/or resources to ensure sufficient capacity to develop and manage pre-disaster relationships with County departments, cities, special districts, private sector and community-based organizations
- Would require notable changes in County Code and emergency plans and procedures.

3. Emergency Management Program Director

Strengths

- Would capitalize on technical subject matter expertise and disaster management experience
- Would ensure close alignment of Emergency Management program objectives and priorities

Challenges

- Relationships and influence with other County departments may be limited due to other Department Heads reporting directly to the Board of Supervisors
- Relationships and influence with other County departments may be limited due relatively modest size of the Director's day-to-day Department staff
- Would require careful selection and development of the Director position to ensure the individual has the appropriate large organization leadership and management skills
- Would require notable changes in County Code and emergency plans and procedures.

4. Other Department Head

Strengths

- Would capitalize on demonstrated leadership and management of a County department
- Could leverage existing scope of relationships across County departments via peer relationships
- Could maintain existing operational and reporting relationship with Board of Supervisors

Challenges

- Relationships and influence with other County departments may be limited due to other Department Heads reporting directly to the Board of Supervisors
- Relationships and influence with other County departments may be not be as extensive as the County Administrator
- May distract from critical department functions and management in major disaster incidents
- Would require notable changes in County Code and emergency plans and procedures.

5. County Supervisor

Strengths

- Would capitalize on existing authorities present in County code
- Could benefit from existing relationships and influence with County departments, fellow Supervisors, and other elected officials

Challenges

- May distract from Supervisor district functions and management in major disaster incidents
- Would require sufficient initial and ongoing education and training to ensure the individual has the appropriate emergency management knowledge
- Would require notable changes in County Code and emergency plans and procedures.

Recommendation

Reaffirm the designation of the position of County Administrator as Director of Emergency Services.

EMERGENCY MANAGEMENT PROGRAM REPORTING RELATIONSHIP

An effective emergency management function requires the capability to educate, influence and support the larger organization. The emergency management function should be no more than two positions removed from the organization's senior executive authority. Elevating the emergency management program to the level of an organization's senior executive body not only supports the program's success, it also demonstrates the organization's commitment to the mission.

The placement of the emergency management program within the County structure will directly affect its ability to influence the county agencies and external stakeholder organizations. The designation of the County's Director of Emergency Services also is a factor in assessing where the emergency management program should reside. There are a variety of locations in which the emergency management function is housed in California counties. See Attachment 1 – Summary of California County Emergency Management Programs.

Note: Some elements of the emergency management program could be separated and assigned to other departments. A separate recommendation has been made to eventually move the Community Alert & Warning program to a public safety communications organization. The Sheriff's Office differs and recommends that the Community Alert and Warning program be maintained within the command structure of the County Administrator as the Director of Emergency Services and not be separated out.

Described below is a list of options and the strengths and challenges of each option:

Options

There are several options for locating the emergency management program within the County organization:

1. County Administrator's Office
2. Sheriff
3. Board of Supervisors
4. A separate department[2]

The following section summarizes the strengths and challenges for each option:

[2] With the pending dissolution of the Fire & Emergency Services Department, this option assumes the creation of a new, stand-alone Emergency Management department.

County Administrator's Office

Under this option, the Emergency Management Program Director would be a senior manager with the CAO's office and would report to the Assistant CAO or to the CAO.

Strengths

- Aligns with the recommendation above to maintain the designation of the County Administrator as the Director of Emergency Services
- Elevates Emergency Management program within County government from its existing service-oriented line department mid-manager to a central policy-oriented higher level position
- May provide opportunities for leveraging CAO relationships with County departments and participation in senior County staff interactions

Challenges

- Relationships and influence with other County departments may be limited due to other Department Heads reporting directly to the Board of Supervisors

Sheriff's Office

Under this option, the Emergency Management Program Director would be a civilian manager reporting to a new Sheriff's Special Operations Captain or an Assistant Sheriff.

Strengths

- Mission and para-military structure support an orientation and prioritization of response operations
- May provide for additional field-oriented response resources (i.e. communications, vehicles, staff)

Challenges

- This will require additional senior Sheriff's management staff to supervise the program
- Maintains current status of emergency management as several steps removed from primary County executive authority
- Need to clarify reporting relationship of the Emergency Management Program Director with the Board if the Sheriff is not designated as the Director of Emergency Services
- Law enforcement culture may create challenges for a program that addresses non-traditional threats and hazards
- The organization's response orientation may distract program efforts in mitigation, preparedness and recovery phases
- Location in law enforcement discipline may impact relationships with other disciplines and community organizations if program is seen as a function of law enforcement

New County Department Reporting to the Board of Supervisors

Under this option, the Emergency Management Program Director would be a department head reporting directly to the Board.

Strengths

- Demonstrates County commitment to emergency management function
- Elevates the position to a department head, increasing influence with other departments
- Provides for immediate accountability to and access by Board
- May complement other Supervisor-level community engagement efforts such as community outreach and preparedness
- Will increase the influence of the Emergency Management Program Director as they will develop direct peer relationships with other County department heads

Challenges

- Need to clarify reporting relationship of the Emergency Management Program Director with the CAO as regards the designation of the Director of Emergency Services
- Requires consistent attention from the Board to monitor program and Emergency Management Program Director effectiveness
- Need to ensure there is sufficient organizational administrative and fiscal management support for the program equal to that which may be provided via the other options

New County Department Reporting to the CAO

Under this option, the Emergency Management Program Director would be a department head reporting to the CAO.

Strengths

- Demonstrates County commitment to emergency management function
- Elevates the position to a department head, increasing influence with other departments
- Elevates Emergency Management program to a senior policy level and increases actual and perceived internal and external influence
- Would provide for opportunity to more closely align with current designation of CAO as Director of Emergency Services providing day-to-day visibility in the emergency management program
- Will provide opportunities for leveraging CAO relationships with County departments and facilitate participation in senior County staff policy discussions

- Will increase the influence of the Emergency Management Program Director as they will develop direct peer relationships with other County department heads
- Provides for immediate accountability to the CAO

Challenges

- Need to clarify reporting relationship of the Emergency Management Program Director with the CAO and Board of Supervisors

Recommendation

Establish a Department of Emergency Management as a separate department with the Director reporting to the County Administrator. Designate the Department of Emergency Management as the County's emergency management program.

ROLE OF THE BOARD OF SUPERVISORS

The elected Board of Supervisors bear the burden and ultimate responsibility for the County's programs, funding, services, and capabilities including those needed during response to major emergencies or disasters. The Board exercises the core executive authority that drives the County government on a day-to-day basis. However, in a proclaimed local emergency, the executive authority shifts to the designated Director of Emergency Services to expedite decision making, enhance spending authority, and clarify reporting relationships.

Per the County's Emergency Operations Plan, the role of the County Supervisors is to serve as a policy group for all emergency activities in the Sonoma County Operational Area. County Supervisors are also inherently tasked with the role of crisis communication, community engagement, and leadership. Their actions influence community members, as well as employees, and directly affect the County's ability to protect lives, property, and the environment. This influence is key in communicating with constituents, community organizations, and other elected officials.

As detailed in the After-Action Report for the County's Emergency Operations Center functions in the October 2017 Wildfires, significant organizational and functional challenges impacted the ability of the Board to perform these functions.

Recommendation

To address these challenges, County leadership should implement the following corrective actions:

- Develop an EOC Executive Coordinating Team that would advise the Director of Emergency Services on major policy, resource and government relations issues ***during a major emergency or disaster***. Membership could include two County

Supervisors, the Director of Emergency Services (County Administrator), incident-specific County department heads as determined by the County Administrator, and other jurisdictions as determined by the Director of Emergency Services;

- Create the position of Elected Officials Liaison Officer in the County's Emergency Operations Center to provide a dedicated and consistent point of contact for sharing information and identifying unaddressed issues;
- Identify and incorporate disaster preparedness training and exercise requirements for County Supervisors and their district staff in the County's Emergency Staff Development Program; and
- Direct Emergency Management staff to conduct quarterly Board workshops which would be focused on notable threat/hazard assessments and disaster preparedness efforts.

ATTACHMENT 1: SUMMARY OF CALIFORNIA COUNTY EMERGENCY MANAGEMENT PROGRAMS

The following chart summarizes the location of California county-level emergency management programs and the corresponding designations of the Directors of Emergency Services.

County	Population	Parent Agency Discipline	Director of Emergency Services Designation
Alameda	1,530,995	Sheriff	Sheriff
Alpine	1,190	Sheriff	Sheriff
Amador	38,804	Sheriff	Sheriff
Butte	219,911	Chief Executive	Board Chair
Calaveras	45,284	Chief Executive	Board Chair
Colusa	20,739	Sheriff	Sheriff
Contra Costa	1,042,117	Sheriff	CAO
Del Norte	27,357	Chief Executive	CAO
El Dorado	179,355	Sheriff	Sheriff
Fresno	877,523	Public Health	CAO
Glenn	27,557	Sheriff	Board Appointee
Humboldt	129,306	Sheriff	Sheriff
Imperial	150,900	Fire	Board Chair
Inyo	18,757	Sheriff	CAO
Kern	756,825	Fire	Fire Chief
Kings	136,100	Fire	County Supervisor
Lake	65,505	Sheriff	Sheriff
Lassen	33,125	Fire	Board Appointee
Los Angeles	10,342,824	Chief Executive	Sheriff
Madera	134,875	Sheriff	Sheriff
Marin	254,587	Sheriff	County Supervisor
Mariposa	17,961	Sheriff	Emergency Director
Mendocino	90,028	Chief Executive	CEO
Merced	244,187	Fire	Fire Chief
Modoc	8,798	Sheriff	Sheriff
Mono	13,350	Sheriff	Sheriff
Monterey	425,983	Chief Executive	CAO

Napa	137,311	Chief Executive	CAO
Nevada	99,193	General Services	CIO Appointee
Orange	3,087,909	Sheriff	Board Appointee
Placer	315,706	Chief Executive	CEO
Plumas	20,506	Sheriff	Board Appointee
Riverside	1,915,258	Bd of Supervisors	CAO
Sacramento	1,414,638	Independent Dept	CAO
San Benito	58,566	Independent Dept	CAO
San Bernardino	1,978,529	Fire	CEO
San Diego	3,123,987	Independent Dept	CAO Appointee
San Francisco	787,417	Independent Dept	Board Appointee
San Joaquin	677,742	Independent Dept	General Services Director
San Luis Obispo*	264,911	Independent Dept	CAO
San Mateo	710,840	Sheriff	County Manager
Santa Barbara	413,114	Fire	CEO
Santa Clara	1,742,367	CAO	CEO
Santa Cruz	259,800	Independent Dept	CAO
Shasta	185,328	Sheriff	Board Chair
Sierra	3,441	Public Works	Board Appointee
Siskiyou	44,601	Human Services	Board Appointee
Solano	429,754	Sheriff	CAO
Sonoma	**501,000**	**Fire / Independent**	**CAO**
Stanislaus	528,120	CAO	CEO
Sutter	87,998	Independent Dept	CAO
Tehama	58,926	Sheriff	Sheriff
Trinity	13,814	Human Services	Board Appointee
Tulare	404,206	Human Services	CAO
Tuolumne	59,193	CAO	Board Chair
Ventura	828,138	Sheriff	Sheriff
Yolo	197,968	Independent Dept	CAO
Yuba	67,000	CAO	CAO

County of Sonoma
State of California

Item Number:

Date: August 14, 2018 Resolution Number:

Santa Rosa, CA 95403

☐ 4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Board Of Directors Of The Sonoma County Water Agency, The Board Of Commissioners Of The Community Development Commission, And The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District Directing County Entities To Update Their Continuity Of Operations Plans (COOP), Identify Organizational And Procedural Opportunities To Integrate COOP Functions With Disaster Response Functions, And Identify And Develop A Training And Exercise Program To Support And Maintain An Integrated And Effective County COOP And Disaster Preparedness Program.

Whereas, Continuity of Operations Plans provide the ability for the County to maintain critical services in the event of utility or information systems disruption, labor resource conflict, major emergency, or disaster; and

Whereas, County departments and agencies have developed COOP plans and there are opportunities to update the plans and coordinate and integrate individual department COOP plans with disaster response functions as outlined in the County's Emergency Operations Plan; and

Whereas, it is the County's objective to have a well prepared and trained workforce to quickly and efficiently respond to the community's needs in times of emergency and disaster; and

Whereas, training and exercise requirements, and necessary resources shall be identified to support and maintain an integrated and effective County COOP program, and the concept of mandatory disaster service training including a minimum of 1% (20 hours) of full-time equivalent work hours per employee shall be evaluated and developed, and brought back to the Board by December 11, 2018 for consideration.

Now, Therefore, Be It Resolved that County departments and entities will review and update their respective COOP plans within 30 days of receipt of a new template, or provide a timeline and work plan for completion of such updates within 90 days, and work collaboratively with the Emergency Management Department with the objective to have plans integrated with the County's Emergency Operations Plan, and a training program will be established with the objective of a workforce that is well trained and prepared for responding to emergencies and disasters.

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

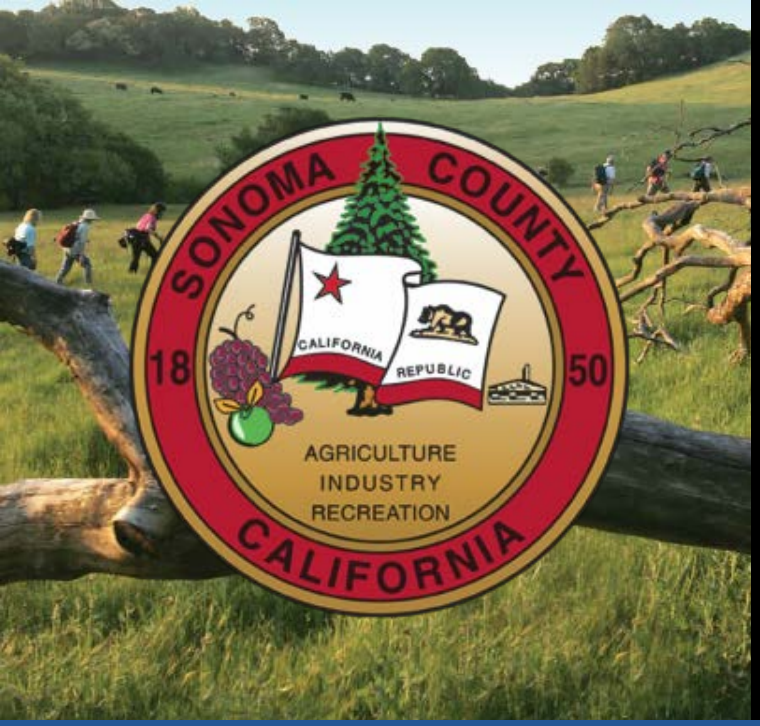
So Ordered.

Directors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.



Emergency Management Program

Fire & Emergency Services

August 14, 2018

Discussion Points

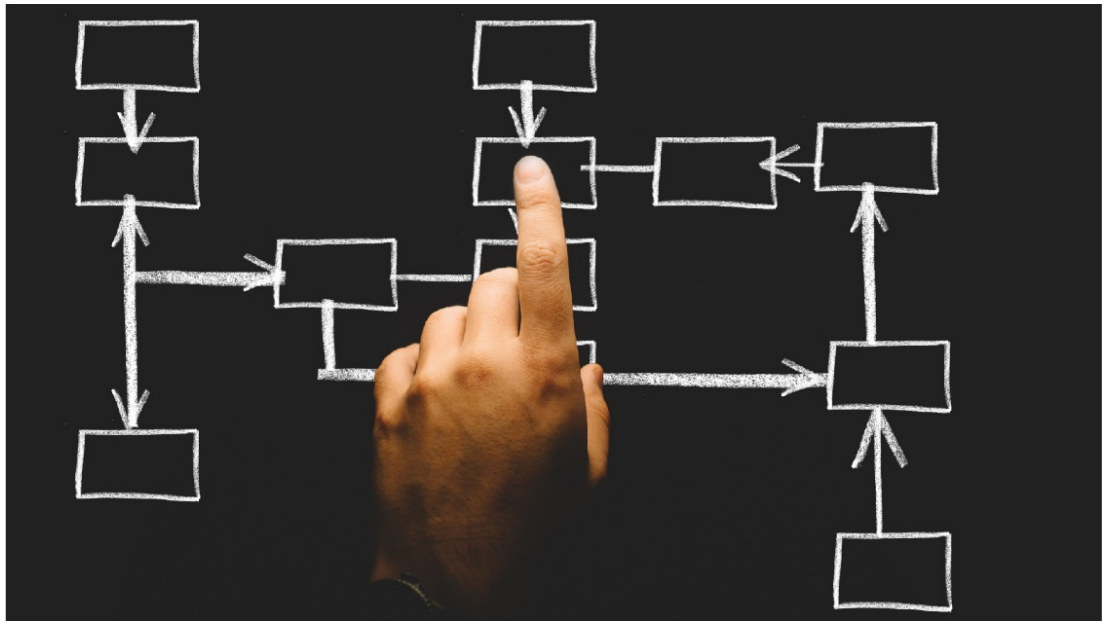
- Director of Emergency Services
- Emergency Management Program
- Updates:
  - ✓ Alert & Warning
  - ✓ County Supervisors in Disaster
  - ✓ Emergency Council
  - ✓ Continuity of Operations Planning
  - ✓ Human Resources Actions

Director of Emergency Services - Designation

- County Code
- Act unilaterally and direct response
- Designation options
- Recommendation

Emergency Management Program - Reporting Relationship

- Function
- Recent actions
- Options
- Recommendation



Emergency Management Program

Alert & Warning Program Update

- New positions
- Alert & Warning Plan
- Comprehensive Test: September 11th & 12th
- Researching potential program placement
- Recommendations

County Supervisors Role Update

- EOC Executive Coordinating Team
- EOC Elected Officials Liaison Officer
- Emergency Staff Development Program
- Quarterly Board workshops
- Recommendation

Emergency Council Update

- County Code
- Mission and membership
- Potential for revision
- Recommendation

Continuity of Operations (COOP)

- Provide ability to maintain critical services
- Current status
- Recommendation

Human Resources Actions

- Priority classification work completed
- Civil Service Commission approval
- Formal adoption: August 28, 2018
- Other classification work to continue
- Recruitment

QUESTIONS/DISCUSSION

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number:
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of the County of Sonoma

Board Agenda Date:	August 14, 2018	**Vote Requirement:**	Informational Only

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:	**Supervisorial District(s):**
Carol Allen 707-565-2549	All

Title: Actuarial Valuation of Proposed Changes to the Memorandum of Understanding extension between the County of Sonoma and the Deputy Sheriff's Association.

Recommended Actions:

A. Receive and review the Tentative Agreement for a potential extension of the Memorandum of Understanding ("MOU") between the County of Sonoma ("County") and the Deputy Sheriff's Association ("DSA") for the period of August 28, 2018, through March 31, 2019 so that the Board is informed to receive the following valuations:

   1. Valuation of the impact of changes in retiree medical benefits for DSA members of bargaining units 46 and 47 resulting from potential changes to the MOU between the County and DSA, pursuant to California Government Code Section 7507.

   2. Valuation of the impact of salary and benefit increases for certain members of bargaining units 46 and 47 resulting from potential changes to the MOU between the County and DSA, pursuant to California Government Code sections 31515.5 and 23026.

Executive Summary:

Representatives of the County and DSA met and conferred and reached a tentative agreement regarding the terms and conditions of employment for an extension of the MOU (Attachment A).

Tentative Agreements (TA) reflect what has been tentatively agreed to as a result of negotiations. The tentative agreement between the County and DSA changes the DSA's retiree medical benefits, and as a result California Government Code Section 7507 requires the Board to publicly review the impact of the proposed extension of the DSA MOU on the County's Other Post Employment Benefit (OPEB) liabilities at least two (2) weeks before any action is taken by the Board to consider and adopt the proposed MOU.

This item contains an informational report and actuarial evaluation, conducted by Segal Consulting, the County's actuary for Other Post Employment Benefit liabilities, to ensure compliance with the law.

The valuation looks at the DSA and Deputy Sheriff's Law Enforcement Management Association (DSLEM) in one report (Attachment B). Because they are different unions with different MOUs both requiring separate, future Board action to adopt the proposed changes, staff recommends the clearest approach is to have two distinct Board items discussing the valuations for each union based on their individual TAs. There is a concurrent Board item on this meeting's agenda with similar information for the DSLEM.

The DSA comprises approximately 225 members. The actuary's valuation estimates the impact of the tentative agreement and potential extension to the DSA MOU to the County's Total Other Post-Employment Benefits liability for these bargaining groups only, is a decrease of $68,762, and the overall amount changes from $15,670,436 to $15,601,674. An Actuary from Segal Consulting will attend the August 28, 2018 meeting of the Board of Supervisors to discuss the OPEB valuation pursuant to California Government Code section 7507.

This item also contains an informational valuation in accordance California Government Code sections 31515.5 and 23026, to allow the Board to publically review the impact to pension costs of the salary and benefit increases resulting from the TA and potential extension of the DSA MOU (Attachment C). These valuations were also conducted by Segal Consulting, the designated actuary for the Sonoma County Employee's Retirement Association ("SCERA").

Next steps to incorporating the terms of the DSA TA will be a recommendation to the Board to adopt the proposed DSA MOU with the term of August 28, 2018, through March 31, 2019 at their August 28, 2018 Board meeting.

Discussion:

Given the fiscal uncertainty caused by the October 9, 2017 Sonoma Complex fires, the County met and conferred with DSA for a proposed a twelve month extension of the MOU. The County and DSA have tentatively agreed on terms and conditions, salary and benefits for an extension of the MOU. A brief summary of the tentative agreement (TA) is below. The DSA comprises approximately 225 members.

This report and recommended actions are related to the actuarial valuations based on the terms of the tentative agreement. The August 28, 2018 Board of Supervisor's meeting will include a recommendation to adopt the MOU as proposed.

<u>Term of MOU:</u>
August 28, 2018 through March 31, 2019.

<u>One Time Lump Sum Pensionable Payment:</u>
Effective the pay period beginning August 28, 2018, and contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before August 28, 2018, each regular, full time, employee in paid status as of September 10, 2018, shall receive a one-time, non-recurring, pensionable lump sum payment in the amount of $3,666.

Health & Welfare Benefits for Active Employees:
Effective the pay period beginning August 14, 2018, for the pay date of September 5, 2018, the County will contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County offered medical coverage for any eligible full-time regular employee and their dependent(s) as follows:

- Employee Only: $629 per month
- Employee +1: $1,257 per month
- Family: $1,779 per month

Effective the pay date of September 5, 2018 and continuing beyond the term of the MOU extension, the employee contribution to dental premiums will be suspended, resuming July 1, 2020.

Medical Benefits for Future Retirees
Effective August 28, 2018, Article 19 (Medical Benefits for Future Retirees) is modified to remove any and all references to contributions for active unrepresented Administrative Management employees in the County Salary Resolution No. 95-0926. Future retirees will no longer be required to enroll in a County offered medical plan to receive a County contribution toward retiree medical benefits. The County will contribute a flat $500.00 per month into the DSA Retiree Medical Trust ("DSA RMT") on behalf of eligible bargaining unit members hired before January 1, 2009, and who retire following the effective date of the MOU extension. For bargaining unit members hired on or after January 1, 2009, the County will contribute the same amounts to the DSA RMT as are currently specified in Article 19.3 (County Contribution toward Retiree Medical Plans – Employees Hired On or After January 1, 2009 – Effective January 1, 2009) of the MOU. The County's contributions to medical benefits for future retirees will be deposited directly into the DSA RMT established by Article 19.6 of the MOU. The County will facilitate the transfer of existing Health Reimbursement Account ("HRA") balances for current employees to the DSA RMT, as allowed by law. DSA agrees to the County discontinuing the Medicare Part B Reimbursement of $96.40 per month for bargaining unit members hired before January 1, 2009 and who retire after the effective date of the MOU extension.

Vacation Accrual and Compensatory Time Off:
Effective upon final adoption of the extension, the maximum vacation accrual will revert to 300 hours. The maximum compensatory time off ("CTO") accrual is increased from 80 to 160 hours.

Holidays:
Each bargaining unit member will be granted eight (8) floating holiday hours each calendar year. The floating holiday hours may be taken, with prior approval, at any time during the calendar year but may not be carried over into the next calendar year. There will be no cash out of unused floating holiday hours.

Employees will receive an eight (8) hour Cesar Chavez holiday on March 31st of each year, to honor and celebrate his important work on civil rights for laborers, particularly in the Latino community.

Paid Parental Leave:

Effective October 1, 2018, for eligible events that occur on or after Board adoption of the MOU, any permanent or probationary employee who has been continuously employed by the County for at least 12 months prior to the start of the leave shall be eligible for 320 hours of Paid Parental Leave within 12 months of the birth of a child or placement of a child with the employee for adoption or foster care. Part-time employees shall be eligible for this benefit based on pro-rated hours.

Favored Nation Clause:
If, during the term of the MOU extension another bargaining unit other than 0049 (Board of Supervisors), 0050 (Administrative Management), and 0052 (Department Heads) receives an increase or improvement in compensation or other economic benefits that is greater than agreed to by DSA, the County agrees to open the MOU and meet and confer with DSA on the subject of compensation.

Government Code Compliance Requirements:
Cal Gov't Code §23026 and Cal Gov't Code §31515.5
Various provisions of the California Government Code require certain disclosures before the Board can adopt changes in salaries or benefits, with additional disclosure required for changes in pension and other post-employment benefits. Any changes in salaries and benefits must be adopted at a public meeting of the Board (Cal Gov't Code §23026). Notice of the consideration of such increases must be provided prior to the meeting and shall include "an explanation of the financial impact that the proposed benefit change or salary increase will have on the funding status of the county employees' retirement system." (Cal Gov't Code §31515.5).

Based on the letter received by Segal Consulting, the proposed one-time, pensionable, lump-sum payment and the costs of the Paid Parental Leave program are within the future years' 3.5% annual wage increase assumptions applied in the December 31, 2016 actuarial valuation; and therefore, Segal's analysis, included as Attachment C, states that the proposed changes will not materially impact the ongoing cost of the plan and funding status of SCERA.

Cal Gov't Code §7507
In addition, when considering changes in retirement benefits or other postemployment benefits, the Board "shall secure the services of an actuary to provide a statement of the actuarial impact upon future annual costs, including normal cost and any additional accrued liability, before authorizing changes in public retirement plan benefits or other postemployment benefits." (Cal Gov't Code §7507). When there are changes in retirement benefits or other postemployment benefits, the statement of actuarial impacts shall be provided by an enrolled actuary and shall be made public at a meeting at least two weeks before the adoption of the increase in benefits. (Cal Gov't Code §31516).

The Tentative Agreement proposes to change the Other Post-Employment Benefits provided to current employees who were hired prior to January 1, 2009, and who retire on or after your Board approves the Tentative Agreement and changes to the MOUs with DSA (and Deputy Sheriff Law Enforcement Management (DSLEM)). The County engaged Segal Consulting to complete the valuation as required by law (Attachment B). The valuation provides an actuarial analysis of the impact to the County's OPEB liability for retiree medical costs resulting from potential MOUs with both the DSA and DSLEM. The valuation was based on the data and assumptions applied in the June 30, 2017 actuarial valuation, the latest valuation completed for the County. The actuary's valuation estimates the impact of the tentative

agreement and potential extensions to the DSA MOUs to the County's Total Other Post-Employment Benefits liability for these bargaining groups, will result in a decrease of $68,762 in liability, and the overall amount changes from $15,670,436 to $15,601,674.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 3: Invest in the Future

The valuations and tentative agreement reflects the joint efforts of the County and DSA to provide fiscally responsible salary and benefit enhancements.

Fiscal Summary

Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

There are no fiscal impacts in this report. This report provides the Board the opportunity to receive and consider actuarial valuation information in advance of adopting a proposed, successor MOU. Fiscal and budgetary costs associated with the proposed MOU will be included at the time of the recommendation to the Board to adopt the new MOU.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
Attachment A: TA between the County of Sonoma and DSA Attachment B: Segal Actuarial Valuation – GC 7507 Attachment C: Segal Actuarial Valuation – GC 31515.5 and GC 23026
Related Items "On File" with the Clerk of the Board:

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF SONOMA
AND
THE SONOMA COUNTY

DEPUTY SHERIFFS' ASSOCIATION
(DSA)

~~December 10~~August ~~7~~28, ~~2015~~ 2018 – March 31, ~~2018~~2019

LAW ENFORCEMENT NON-SUPERVISORY, UNIT 46
LAW ENFORCEMENT SUPERVISORY, UNIT 47

PREAMBLE

7/24/18

7/24/18

This agreement between the duly appointed representatives of Sonoma County, hereinafter referred to as "County", and the Sonoma County Deputy Sheriffs' Association, hereinafter referred to as the "Association", contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Memorandum of Understanding.

The parties jointly agree to recommend to the County Board of Supervisors the adoption of this Memorandum effective ~~upon adoption on December 10, 2013~~ August ~~7~~28, 2018, unless otherwise specified. This Memorandum shall apply only to those classifications listed within each bargaining unit under Article 2 - Recognition.

ARTICLE 1: TERM

1.1 Effective Dates

The following items shall constitute the wages, hours and other terms and conditions for employees in classifications as listed in Article 2 of this Memorandum of Understanding. The parties agree that all changes contained herein will become effective ~~on December 10, 2015,~~ August 28~~7~~, 2018, unless otherwise specified. This Memorandum shall expire and otherwise fully terminate at 11:59 P.M. on March 31, ~~2018~~2019.

1.2 Notice for Successor Memorandum

In the event either party desires to negotiate a successor Memorandum of Understanding, that party shall serve on the other party by October 1, ~~2017~~2018, its written request to commence negotiations.

ARTICLE 7: SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

7.1 Salaries

a. Salary range/scales shall be as specified in Appendix A for each classification contained within each of the units represented by the Association.
b. Effective with the pay period that begins March 1, 2016, the County shall increase by three percent (3%) the A Step of each Civil Service job class range/scale in the Salary Table specified in Appendix A and attached to this Agreement.
c. Effective with the pay period that begins on March 14, 2017, the County shall increase by three percent (3.0%) the A Step of each Civil Service job class range/scale in the Salary Table specified in Appendix A and attached to this Agreement.
d. ~~Comparable Agencies~~

7/24/18 7/24/18

~~A salary-only market survey shall be conducted no later than May 1, 2012. Base salaries shall be increased to reach 100% of the market average, not to exceed a 4% increase, effective the first full pay period following August 10, 2012. Comparison agencies utilized shall be (all county agencies): Alameda, Contra Costa, Marin, Napa, and San Mateo. For informational purposes only, the City of Santa Rosa shall be surveyed as well.~~

~~During the negotiations leading to this MOU the parties did not agree on comparable agencies. The paragraph above is included in this 2015 - 2018 MOU for historical information only, does not reflect a current agreement, and does not require any future action.~~

d. Comparison Agencies

Unless mutually agreed to, all classifications within bargaining units 0046 and 0047 shall utilize the following for comparable agency purposes:

Alameda County, Contra Costa County, Marin County, Napa County, Sacramento County, San Mateo County, San Luis Obispo County, Santa Clara County, Santa Cruz County, Solano County, and the City of Santa Rosa shall all be included as comparable agencies.

~~The benchmark market average will henceforth be determined by calculating the total compensation of each benchmark classification within each agency within the composite list of eleven agencies then removing the two agencies showing the highest and lowest total compensation per benchmark classification.~~

For purposes of understanding market data in applicable classification studies, top-step salary of comparable job classifications within the composite list of eleven agencies will be determined, then the two agencies showing the highest and lowest top-step salary will be removed from the calculation. At least four match classes must exist in the calculation in order to conclude there is sufficient market data.

7.2 Salary Upon Employment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate and advancement to rates greater than the minimum rate shall be within the limits of the salary range/scale for the class.

7.3 Advanced Step upon Employment

7/24/18 7/24/18

In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a rate higher than the minimum upon recommendation of the department head with approval of the County.

7.4 Reappointment Consideration

Any full-time or part-time employee who resigns in good standing, and who is reappointed on a fulltime or parttime basis in the same class or a closely related class in the same salary range/scale or in a lower salary range/scale within five years after resignation may, upon approval by the County, be paid at any step in the appropriate salary range/scale, but not less than two steps below the step paid at the time of resignation. Approval of the County is only required if the person is rehired at a step which exceeds step paid at the time of resignation.

7.5 Extra-Help to Permanent Appointment

An extra-help employee who is appointed to an allocated parttime or fulltime position in any class and without a break in service, shall be paid at a step which is nearest in amount to that of the step received in the class held immediately prior to such appointment. Employment at a higher salary step not to exceed the maximums of the range/scale may be authorized upon recommendation of the department head.

7.6 Salary upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and re-appointed within two years in the same class from which separated, or in a closely related class in the same salary range/scale, or in a lower salary range/scale than the class from which separated shall be paid at the salary step closest to but not exceeding the step of the applicable range/scale paid at the time of displacement, layoff or voluntary demotion. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for merit increase.

7.7 Salary upon Promotion

Except as otherwise provided herein, any full or parttime employee who is promoted to a position in a class allocated to a higher salary range/scale than the class from which the employee was promoted shall receive the salary step rate of the appropriate range/scale which would constitute an increase of salary most closely equivalent to but not less than five (5) percent of the employee's salary step rate before promotion, but not less

1/24/18 1/24/18

than the minimum salary range/scale of the new class nor greater than the maximum salary of the new class.

If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who receives a promotion from line staff to a supervisory position or class shall receive the salary step of the appropriate scale that would constitute an increase of salary most closely equivalent to but not less than ten (10) percent of the employee's salary step before promotion but not less than the minimum salary step of the new class or greater than the maximum salary step of the new class. If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay status, exclusive of overtime subsequent to promotion, equals 1,040 hours. The effective date of the merit increase shall be in accordance with Article 7.21.

7.8 Advanced Salary upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Human Resources Director may recommend to the County Administrator that the person being promoted shall receive a rate of pay which is higher than that to which the employee is entitled, but which in no way exceeds the top of the range/scale.

7.9 Salary upon Demotion during Probation (Failed Probation

Any full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status shall have the employee's salary reduced to the salary the employee would have received if the employee had remained in the lower class throughout the employee's period of service in the higher class. The employee's eligibility for merit advancement shall be determined as if the employee had remained in the lower class throughout the period of service in the higher class.

7.10 Salary upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Article 7.9 do not apply, who is demoted involuntarily to a position in a class which is allocated to a lower salary range/scale than the class from which the employee is demoted shall have the employee's salary reduced to the salary in the range/scale for the new class next lower than, or not more than five (5) percent lower than the salary received before demotion.

except that such employee shall not be paid more than the maximum of the range/scale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

7.11 Salary upon Voluntary Demotion

A full or part-time employee, to whom the circumstances described in Article 7.9 above do not apply, who is demoted voluntarily or who is displaced as a result of layoff to a position in a class which is allocated to a lower salary range/scale than the class from which the employee is demoted, or displaced as a result of layoff shall receive the highest salary step in the range/scale for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary range/scale for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

7.12 Salary upon Reappointment from Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two years, shall be reappointed at either the same step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

7.13 Salary upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same job class or in another class to which the same salary range/scale is applicable, shall be placed at the same salary step which the employee was receiving prior to the transfer.

A full or part-time employee who transfers from one allocated position in a job class to another allocated position in a closely related class for which s/he possesses the minimum qualifications shall be paid at the step in the new range/scale nearest the amount to what the employee received prior to transfer.

7.14 Salary upon Reallocation of Class

An employee in a position in a class which is reallocated from one salary range/scale to another shall continue to receive the same salary step.

7.15 Salary upon Reclassification of Position Same Salary

Whenever a position is reclassified to a class which is allocated to the same salary range/scale, the incumbent shall retain the same salary step received prior to the reclassification if the incumbent is appointed to fill the position.

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7.16 Salary upon Reclassification of Position Higher Salary

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary range/scale, the salary of the incumbent shall be as provided in Article 7.7, if the incumbent is appointed to fill the position.

7.17 Salary upon Reclassification of Position Lower Salary

Whenever a position is reclassified to a class which is allocated to a lower salary range/scale, the salary of the incumbent shall be as provided by Article 7.11, if the incumbent is appointed to fill the position. Whenever the effect of reclassification is to reduce the salary of an incumbent, the Board of Supervisors may, upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y-rate) of the salary range/scale for the employee's class.

7.18 Merit Advancement within Salary Range/Scale

Merit increases within a range/scale shall not be automatic. They shall be based upon merit and shall require a written performance evaluation with a minimum satisfactory overall rating. An employee with a less than satisfactory overall rating on the employee's most recent performance evaluation shall not be eligible for a merit increase until the employee receives an overall rating of satisfactory. The performance evaluation shall be reviewed by the employee's department head and approved in writing prior to the granting of any merit increase. Merit increases shall be made within the appropriate salary range/scale for the class by computing the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly rate.

7.19 Performance Appraisals

Performance appraisals of fulltime and parttime employees which deny a merit salary increase or have an overall rating of "unsatisfactory" may be grieved at the employee's option through the 3rd step of the Grievance Procedure established under this Memorandum for a final decision.

7.20 Salary Upon Advancement Within A Range/Scale

Each employee shall be considered for an initial merit increase when the employee's total hours in pay status within the same class exclusive of overtime equals 1,040 hours. Thereafter, an employee shall be considered for subsequent merit increases when the employee accumulates 2,080 hours pay status, exclusive of overtime.

7.21 Effective Date of Merit Increase

All merit increases will be effective on the date that the employee is eligible in accordance with Sections 7.18 (Merit Advancement Within Salary Range/Scale) and 7.20 (Salary Upon Advancement Within a Range/Scale).

7.22 Salary Upon Temporary Promotion

An employee assigned by the department head to perform the full range of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an approved leave of absence, who is expected to serve continuously in such assignment for more than 12 consecutive days of work, shall be paid according to the salary of the range/scale for the new class which would constitute an increase in salary at the step most closely equivalent to five (5) percent greater than the employee's salary before promotion, but not less than minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in such assignment and shall be entitled to receive increases for the position in accordance with the merit increase section of this Memorandum as though the employee had been appointed on the day that the employee began to receive the salary designated for the position. All other benefits to which an employee is entitled under the terms of this MOU shall continue and no additional benefits will be provided to employees temporarily assigned to a higher class.

7.23 Subsequent Reassignment

An employee subsequently reassigned within 12 months of the beginning date of the initial assignment to fill a vacancy in a higher position must serve in such capacity for more than three (3) consecutive days of work prior to receiving the salary provided in 7.22 above.

7.24 Salary upon Disciplinary Reduction in Pay

No disciplinary reduction in salary step(s) shall exceed five percent (5%) over a time period of one thousand and forty hours (1,040) and shall not result in a step placement less than the minimum for the class.

7.25 Hourly Cash Allowance

Effective the first full pay period closest to May 19, 2009, the County shall pay each permanent full and part-time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of $3.45 per pay status hour that the employee is in paid status, excluding overtime, up to a maximum of 80 hours in a pay period, or approximately a maximum of $600 per month.

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Such hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for the purposes of computing employees' final compensation for pension purposes, as well as all usual taxation as their regular earning rate from the salary schedule. It shall not be included on the salary schedule and shall not be impacted by future increases on the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

7.26 One-Time, Lump Sum, Non-Recurring and Pensionable Payment

Effective the pay period beginning August ~~14~~28, 2018, contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before August ~~7~~28, 2018, each regular, full time, ~~active~~ employee in paid status as of ~~the last day of the pay period August 27~~September 10, 2018 shall receive a one-time, non-recurring, pensionable payment in the amount of $3,666.00 dollars.

The above amount shall be prorated for eligible part time employees based on their allocated full-time equivalent (FTE) as of the last day of the pay period.

The one-time payments shall be subject to all applicable federal, state, and local tax withholdings. The payments will not be included in wages for computation of overtime, benefits, or for any other purpose.

In addition, the lump sum payment will be paid to bargaining unit members who have submitted a retirement application to SCERA and who retire on or after August 29, 2018 and on or before September 10, 2018.

ARTICLE 14: HOURS AND OVERTIME

14.1 Application

This article is intended only as a basis for outlining standards for hours of work, work schedules and a basis for calculating overtime payments. Hours specified under types of employment indicate a commitment by the County to the normal maximum hours each employee is to be regularly scheduled, as long as there is sufficient work.

14.2 Types of Employment

FULL-TIME:
An allocated position which is regularly scheduled for 80 hours of work in a bi-weekly pay period or other regular full-time schedule permitted under the 7k exemption of the Federal Fair Labor Standards Act (FLSA).

PART-TIME:

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An allocated position which is regularly scheduled for less than 80 hours of work in a bi-weekly pay period.

EXTRA-HELP:
A non-allocated assignment of duties which is defined in the Civil Service Rules.

14.3 Work Schedules

The County reserves the right to establish and modify work schedules consistent with this Memorandum. However, the County recognizes its obligation to meet and confer on the impact of its decision to modify work schedules prior to the implementation of any proposed change.

14.4 Flex-Time Schedule

The County reserves the right to utilize a flex-time schedule, to be mutually agreed upon by the department and the employee. Employees assigned to a flex-time schedule will be eligible for overtime only when the hours worked exceed 80 in a pay period or as otherwise required by law. The County reserves the right to discontinue the flex-time schedule and reassign an employee to a normal daily work schedule based on the operational needs of the department.

14.5 Posting of Work Schedules

For the convenience of employees, work schedules will be posted in advance.

14.6 Work Schedule Change

The County reserves the right to establish and modify individual work schedules. Except in cases where emergency operations require less notice, a notice of change in an individual's work schedule arising from other than transfer or promotion shall be given to the affected employee not less than seven (7) calendar days prior to the effective date of the schedule change. Failure to give the seven (7) day notice to a full-time employee shall entitle the affected employee to overtime compensation for all hours actually worked on the new schedule until seven (7) calendar days notice is given. If any full-time employee has been given seven (7) calendar days advance notice of a shift change and the shift change results in the employee doubling back to work the new shift after leaving the work site, all hours worked on the new shift within the employee's same work day as the former shift will be paid at the employee's base rate, not at overtime, except as otherwise required by law. Part-time employees shall not be paid overtime for changes in schedule unless it results in an employee working over a normal work shift (8 or 10 or more hours) in a regular work day or over 80 hours in a pay period. The term "emergency operations" shall be construed to mean the performance of

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County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County or the public it serves, but "emergency operations" shall not be construed to mean situations where the County knew in advance of non-emergency situations and could have reasonably planned for any work schedule change necessary to adequately cope with the situation.

14.6A Patrol Bureau 3-11/4-11 Alternating Work Period

For some Deputy and Sergeant assignments within the Patrol Bureau, as specified by the Sheriff, the County has designated the relevant "work period" under the Fair Labor Standards Act (FLSA) as a twenty-eight (28) day cycle. The 28-day work period spans from 12:00 a.m. Tuesday morning thru 11:59 p.m. Monday at the end of the 28th day. During the work period, bargaining unit members assigned to the 3/11-4/11 Alternating Work Period shall be assigned to work the following schedule:

- Three (3) eleven (11) hour consecutive work days,
- Followed by four (4) consecutive days off,
- Followed by four (4) eleven (11) hour consecutive work days,
- Followed by three (3) consecutive days off.

The schedule will consist of a three pay period cycle, wherein during one of the three pay periods of the cycle employees will work one additional "straight time" (non-overtime) nine (9) hour shift, scheduled as determined by the Field Services Captain or designee on a day that would have otherwise been a scheduled day off. The 9 hour shift will be scheduled at the beginning of the 3-pay-period cycle with at least thirty (30) days advance notice to the employee. Section 14.6 above allows schedule changes. In a three pay period cycle, this schedule results in employees working 77 hours in each of two pay periods, and 86 hours in one pay period. Overtime shall be as provided in Sections 14.7 and 14.8.

14.6B Patrol Bureau Shift Bidding

The County will follow a shift bidding policy during the term of this Memorandum for a limited number of eligible Sheriff's Deputies (not Sergeants) assigned to the 3-11/4-11 schedule in the Patrol Bureau Main Office and for eligible Sheriff's Deputy assignments in Court Security.

Shift bidding will occur once a year and generally will be implemented the first pay period in January. Sheriff's Deputies assigned to Court Security and the Main Office will be allowed to shift bid. However, the Field Services Captain may identify 50% of

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the staffing at Court Security that will not be able to participate in the shift bid process. Additionally, certain assignments within Field Services will not be eligible for shift bid, as identified in the Law Enforcement manual Shift Bid Policy to be developed.

Association grievances concerning the interpretation, application or alleged violation of this Section (14.6B) are subject to the grievance procedure under this MOU. Any individual grievance concerning the interpretation, application or alleged violation of the shift bidding policy shall be subject only to the Departmental Grievance Procedure and any such grievance is hereby expressly excluded from the Grievance Procedure of this MOU.

14.7 Statutory Overtime For the Non-Exempt Employee

Overtime for the non-exempt employee is divided into statutory overtime and non-statutory overtime. Statutory overtime is overtime that is required by law. Statutory overtime for the sworn, non-exempt employee is defined as all hours worked in excess of 86 hours in a 14-day work period (which currently coincides with the pay period).

Statutory Overtime – Patrol Bureau 3-11/4-11 Work Schedule (28-Day Work Period)

Statutory overtime for the sworn, non-exempt employee assigned to a 311/411 Work Period in the Patrol Bureau and on a 28-day work period, as described in Section 14.6A, is defined as all hours worked in excess of 171 hours in the 28-day work period. The 28-day work period spans from 12:00 a.m. Tuesday morning thru 11:59 p.m. Monday at the end of the 28th day.

14.8 Non-Statutory Overtime

For the sworn, non-exempt employee assigned to a 4-10 work period, non-statutory overtime is defined as hours actually worked in excess of 80 pay status hours in a regular 14-day work period.

Example: Employee works 70 hours on normal schedule, is on paid sick leave for 10 hours and works an additional 10 hours outside normal work shift. The additional 10-hour shift is paid at overtime.

Non-statutory overtime for all employees is also defined as hours actually worked in excess of hours in pay status on the employee's normal full-time daily work shift established by the department head or any other circumstance except Article 14.6 where overtime pay is provided in this Memorandum.

Example 1: Employee assigned to 10-hour shifts works 12 hours. Overtime is paid for 2 hours.

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Example 2: Employee is on Leave Without Pay for 40 hours of work period; then, actually works 40 hours on normal work shift and 7 hours not on normal daily work shift. The 47 hours worked are all paid at straight time.

Non-Statutory Overtime – Patrol Bureau 3-11/4-11 Work Period (28-Day Work Period)

Non-statutory overtime for the sworn, non-exempt employee assigned to a 311/4-11 Work Period in the Patrol Bureau and on a 28-day work period, as described in Section 14.6A, non-statutory overtime is defined as hours actually worked in excess of 163 pay status hours in a regular 28-day work period which contains a 77 and an 86 hour pay period, or 154 pay status hours in a regular 28- day work period which contains two 77 hour pay periods. The 28-day work period spans from 12:00 a.m. Tuesday morning thru 11:59 p.m. Monday at the end of the 28th day.

Non-statutory overtime for all employees is also defined as hours actually worked in excess of hours in pay status on the employee's normal full-time daily work shift (either 11 hour shift or 9 hour shift as scheduled) established by the department head or any other circumstance except Article 14.6 where overtime pay is provided in this Memorandum.

Example 1: Employee assigned to 11-hour shifts works 12 hours. Overtime is paid for 1 hour.

Example 2: Employee is on Leave without Pay for 40 hours of work period; then, actually works 40 hours on normal shift and 7 hours not on normal daily work shift. The 47 hours worked are all paid at straight time.

14.9 Assignment of Overtime

A department head may require and authorize an employee to work overtime if such overtime is essential to the continuing efficient operation of the department in which the employee works. No employee shall work overtime unless authorized by the employee's designated supervisor.

14.10 Overtime Earned

Overtime shall be earned at the rate of one and one half (1-1/2) hours for each one (1) hour of overtime worked.

14.11 Overtime Compensation

a. Exempt employees shall be compensated for accrued overtime either in cash at the employee's base hourly rate or as compensatory time off. Non-exempt employees shall first be compensated for statutory overtime in cash at the employee's regular rate of pay. Additional overtime earned by the non-exempt employee shall be compensated either in cash at the employee's base hourly rate or as compensatory

time off. The employee assigned to overtime shall make a choice whether to be compensated in cash or in compensatory time until a maximum of ~~eighty~~ one hundred and sixty (~~80~~160) hours of compensatory time have been accrued. When ~~eighty~~ one hundred and sixty (~~80~~160) hours of compensatory time are accumulated, the department will compensate the employee in cash for any additional overtime worked. ~~Effective March 1, 2016, for the term of the 2015 – 2018 MOU, the compensatory time maximum will be increased to one hundred and twenty (120) hours. Effective March 31, 2018, the compensatory time hours will return to eighty (80) hours. Employees with accumulated compensatory time hours greater than 80 on March 31, 2018, will not accrue additional hours until their accumulated hours drop below 80.~~

b. Notwithstanding the language in 14.11.a. above, the department head may require overtime worked to relieve compensatory time off to be paid in cash.

14.12 Approval for Compensatory Time Off

No employee shall take compensatory time off without prior approval of the employee's department head. The department head shall attempt to schedule such time off at the time agreeable to the employee.

14.13 Requests for Compensatory Time Payments

Each employee may request payment for any or all of the employee's current balance of compensatory time off with the employee's normal pay for any pay period.

14.14 Compensatory Time Payment at Separation

Each employee who is separated from County service shall be entitled to payment for accrued compensatory time at the employee's base hourly rate at the time of the employee's separation.

14.15 Half-Time Pay Provision

If overtime compensation causes an employee's total regular hours in a pay period to be less than the employee's ongoing schedule then the overtime hours shall be compensated at straight time and the employee shall receive half-time compensation at the base hourly rate in cash or in compensatory time off, in accordance with 14.11.

14.16 Overtime Not Cumulative

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one overtime condition in this Memorandum may apply.

14.17 Non-Applicability of FLSA

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In the event FLSA is rendered inapplicable to the County, either by legislative or judicial action, then the County shall, from the effective date of such action, consider all overtime as non-statutory and assign all employees to a 14-day regular work period.

ARTICLE 18 - HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

18.1 Active Employee Health Plans

An eligible employee is allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan and/or dependent life insurance, or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered Health plan).

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (refer to Article 18.2.6 regarding plans offered and pro-ration of benefits for part-time employees).

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the employee's spouse or domestic partner; or
- A child based on your plan's age limits or a disabled dependent child regardless of age.

18.2 Enrollment In County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to enroll in a County offered health plan will take place within the first 31 days following date of appointment to a permanently allocated position of .40 FTE or greater or it shall be made during an annual open-enrollment period. Enrollment in vision and basic life insurance is automatic. Mid-year enrollment can only be permitted as allowed by IRC Section 125 or as required by HIPAA or other applicable regulations.

The effective date of benefits will be the first of the month following the date of hire or initial eligibility.

Health plan coverage will be paid on bi-monthly basis (24 payments per year).

18.2.1 County Offered Medical Plan(s)

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The County will offer at least one HMO plan and one plan permitting out-of-network provider coverage. No changes to existing medical plans will be made without completion of meet and confer with the bargaining units. The benefit provisions, co-payments and deductibles of each plan are outlined in the Summary Plan Description or Evidence of Coverage.

Specific reference to a vendor does not obligate the County to continue to offer a medical plan offered by a specific vendor. The County may change health insurance carrier(s) and/or network provider(s) provided the plan design(s) are substantially equivalent.

18.2.2 County Contributions Toward Active Employee Medical Benefits.

a. Effective the pay period beginning ~~May 10, 2016~~August 14, 2018 ~~for coverage beginning June 1, 2016~~, for the pay date of September 5, 2018 the County shall contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s). ~~The amounts listed below shall include the conversion of the current County HRA contributions for active employees in Section 18.9 to medical contributions.~~

   Employee only ~~$557~~ $ 629 per month, (~~$278.50~~ $314.50 bi-monthly)

   Employee plus one ~~$1,113~~ $ 1,257 per month, (~~$556.50~~ $628.50 bi-monthly)

   Family ~~$1,575~~ $1,779 per month, (~~$787.50~~ $889.50 bi-monthly)

   This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).

b. ~~Effective the pay period beginning May 23, 2017 for coverage beginning June 1, 2017, the County shall contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).~~

   ~~Employee only \$580 per month, \$290 bi-monthly~~

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~~Employee plus one $1,158 per month, $579 bi-monthly~~

~~Family $1,638 per month, $819 bi-monthly~~

~~This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).~~

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Article 18.2.6.

18.2.3 Dental Benefits

The County offers dental and orthodontic benefits to full and part-time regular employees and their eligible dependent(s). Benefit provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage. The employee contribution shall be $14.13 bi-monthly ($28.26 per month).

Effective ~~August 7~~the pay date of September 5, 2018 and continuing beyond the term of this MOU extension, the employee contribution shall be suspended, resuming ~~June~~ July 1, 2020. The suspension of the employee contribution is contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before August ~~7~~28, 2018.

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Article 18.2.6.

18.2.4 Vision Benefits

The County provides vision benefits to full-time active employees and their dependent(s), and computer vision care benefits to full-time active employees, with no employee contribution.

Part-time employees will be enrolled automatically in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Article 18.2.6.

Benefit provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage.

18.2.5 Life Insurance

The County provides , a basic term life insurance plan in the amount of $25,000 for an allocated full-time equivalent position of sixty hours or more (0.75 FTE or more) with no employee contribution. Enrollment in basic life insurance is automatic, based

on eligibility. Part-time employees who are regularly scheduled to work less than 60 hours per pay period may purchase coverage through payroll deduction.

Each eligible and enrolled employee may purchase through payroll deduction, dependent coverage of $5,000 for each eligible dependent. Benefit provisions are outlined in the Summary Plan Description or Evidence of Coverage. Eligible employees may purchase additional life insurance coverage for themselves at their own expense upon initial eligibility during the annual open enrollment periods specified in Article 18.2. The employee may purchase supplemental coverage in increments of one times (1X) to four times (4X) the basic coverage to a maximum of $500,000, in accordance with the insurance carrier's policy. Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

18.2.6 Part-Time Employee – Health Plans
Part-time employees in allocated positions of 32 hours or more biweekly (0.40 FTE minimum) shall be eligible to participate in the County's medical, dental and vision plans and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of pay status hours in the pay period, excluding overtime. Employees in allocated positions of fewer than 32 hours biweekly and receiving health benefits prior to June 1, 2010 will be grandfathered and remain eligible to receive pro-rated benefits.

18.3 Employee Assistance Program

The County provides an enhanced Employee Assistance Program (EAP) for law enforcement employees.

18.4 Long-Term Disability (LTD)

The Association has elected to purchase Long Term Disability benefits offered through PORAC as a part of Association membership. Coverage is mandatory, based upon provider's policy, and premiums will be paid by the employees through payroll deduction on the first payroll of each month. An amount equivalent to the premium will be paid to the employee.

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Should the bargaining unit elect for higher coverage than is currently offered, the higher coverage level will be mandatory for all bargaining unit members, and employees will be responsible for any increase in premiums above $22.50 per month.

The insurance provider will be required to supply the County information on benefits paid to employees. Sick leave accruals may be used to supplement long-term disability benefits according to the plan document.

The Association will provide to the Human Resources Department a copy of any changes to the LTD policy as the changes occur.

18.4.1 Claims Disputes Over LTD
Employees shall utilize the appeal procedures in the PORAC plan for any dispute regarding claims under this plan.

18.5 Workers' Compensation Claims Disputes

Any dispute by an employee over a claim processed through workers' compensation shall be resolved solely through the appropriate appeal procedures of that system and may not be the subject of a grievance through this Memorandum.

18.5.1 Workers' Compensation Temporary Disability – Supplementing With Paid Leave

An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reasons of industrial injury, compensable by temporary disability shall supplement such compensation with enough paid leaves to increase his/her gross earnings to equal his/her regular biweekly base salary as follows:

- All sick leave shall be taken until the remaining sick leave balance is 40 hours or less.
- Once the sick leave balance is 40 hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and/or compensatory time off up to his/her base salary.
- Employees whose sick leave balance is 40 hours or less may also elect not to supplement at all.

An employee shall accrue vacation leave and sick leave only during such portion of absence from work due to industrial injury for which the employee uses previously earned vacation leave, sick leave or compensatory time off.

18.6 Medical /Pregnancy Disability Leave

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When an employee exhausts all but forty (40) hours of sick leave and goes on medical or pregnancy disability leave without pay, the County will make its normal contribution to the employee's medical, dental, vision care, life insurance and LTD benefits for a period not to exceed thirteen (13) pay periods per disability. Beginning with the fourteenth (14th) pay period, the employee will be entitled to continue coverage through COBRA Continuation of Coverage and is responsible for making a timely election and paying COBRA premiums by the due date. Prior to the exhaustion of the thirteen (13) pay periods, the County will provide reasonable advance notice of the employee's obligations regarding the opportunity to continue employee paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Article shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full time equivalent as specified in this Article 18.6 (Medical/Pregnancy Disability Leave). If the employee returns to medical or pregnancy leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's pay status hours fall below fifty percent (50%) of the allocated full-time equivalent.

The County's thirteen (13) pay period Medical Leave without pay benefit entitlement shall run concurrent with Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

The employee's entitlement under COBRA law begins when the employee is no longer eligible for a county contribution toward medical benefits. When the employee returns to at least fifty percent (50%) allocated full time equivalent in pay status eligibility for a county contribution toward health benefits is regained. Benefit coverage begins the first of the following month.18.6.1 Medical, Dental & Vision Benefits – LWOP Or Unpaid Absence

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than 50% of the employee's allocated full-time equivalent position in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total health plan premium(s), if the employee desires to continue any coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to no less than 50% of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

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18.6.2 Continuation Of Health Benefits Coverage
An employee, who is entitled to continued benefit coverage as specified in Article 18.6 (Medical /Pregnancy Disability Leave and 18.6.1(Health Benefits During Leaves of Absence – Non-Medical Leaves Without Pay), must notify the Auditor-Controller-Treasurer-Tax Collector (ACTTC) no later than five (5) County business days after the first (1st) day of the leave of absence, of the employee's intent to continue insurance coverage. The employee must apply for a leave by completing a Leave of Absence Form.

If the Department authorizes the leave, the Department shall forward the completed Leave of Absence Form to the ACTTC's Office. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's office no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one (1) reminder notice. In order to prevent a lapse in coverage due to non-payment, the employee shall pay a $25.00 late charge in addition to the premium amount by the date specified in the reminder notice.

Only one (1) reminder notice will be sent. If the employee fails to make proper payment within 30 days of the first due date, the employee's continued medical, dental, vision, life insurance and LTD coverage shall be terminated. Coverage will not be reinstated until the 1st of the month following return to pay status.

18.6.3 Part-Time Employees – Health Benefits during Leave Of Absence
Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Article 18.2.6. For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE. Part-time employees shall be entitled to participate in long-term disability as specified in Article 18.4 (Long-Term Disability).

18.6.4 COBRA
The County provides continuation of health benefits at group rates plus 2% as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable subsequent amendments or revisions where applicable.

18.7 Salary Enhancement Plans

IRS Section 414(h)
All employees who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code.

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which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.

IRS Section 125

Premium Conversion
The County shall continue, under IRS Code Section 125, to administer a Health Care Premium Conversion Plan that allows eligible employees to make their required contributions towards health premiums with pre-tax dollars through payroll deduction. The County will make no contribution to this plan however, it will bear the cost of administering this benefit.

Health Flexible Spending Account
The County provides a Health Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's qualified medical expenses not reimbursed by the employee's health insurance plan and will be provided to the maximum amount stipulated in the Plan and consistent with the law.

Dependent Care Assistance Program
The County provides a Dependent Care Assistance Program subject to the limitations and maximums as stipulated under law.

All of these plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, are not subject to Article 30 (Grievance Procedure) of the Memorandum.

18.8 Plan Documents and Other Controlling Documents

While mention may be made in this MOU of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the County. The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits, benefits administration, or network management. Summary Plan Descriptions and evidence of coverages are available on-line on the County's Human Resources webpage.

18.9 Health Reimbursement Arrangement (HRA) Contribution

Effective the pay period beginning May 10, 2016, the County ~~shall~~ ceased contributions to the Active HRA account described in this section. ~~Effective the pay period beginning May 10, 2016, the County will instead convert such HRA contributions into medical insurance premiums.~~

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~~Through May 9, 2016, all eligible full and part-time employees as defined in Article 3.2, enrolled in a County sponsored medical plan will receive a contribution into a Health Reimbursement Arrangement (HRA) and can participate in the HRA plan based on county medical plan enrollment as described herein. Eligible employees who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.~~

~~The County will contribute the amount specified in the table below, per pay status hour to a maximum of 80 hours per biweekly pay period. The County will contribute to eligible part-time employees on a pro-rated basis in accordance with Section 18.2.6.~~

~~Effective 9/3/2015 – May 9, 2016~~

~~Coverage Level~~	~~Per Pay Status Hour~~	~~Monthly Equivalent~~
~~EE +1~~	~~$ .97~~	~~$ 169~~
~~EE + 2~~	~~$ 2.67~~	~~$ 465~~

Remaining balances in the active HRA will ~~County contributions pursuant to this article will be~~ continue to be available to Plan participants for reimbursement of eligible medical care expenses as incurred by an eligible employee/retiree or dependent(s) as defined under Internal Revenue Code Sections 105 and 106.

~~HRA contributions made pursuant to this article are separate and apart from HRA contributions and benefit eligibility criteria for Retiree Medical for employees hired on or after January 1, 2009, pursuant to Section 19.3. The parties agree that the health benefits in this Article 18 are available only to active employees. The parties agree that the health benefits in this Article 18 are not vested and are subject to negotiations for a successor MOU.~~

The County of Sonoma has established an Active Health Reimbursement Arrangement (HRA) Plan Document which outlines the eligibility provisions of this plan pursuant to current IRS regulations and ~~will be amended to reflect the above HRA contribution and benefit eligibility criteria for active employees.~~

~~T~~the County makes no representations or warranties in regard to the tax treatment of the HRA, including whether any portion of the HRA is taxable by the Internal Revenue Service or the Franchise Tax Board.

ARTICLE 19: MEDICAL BENEFITS FOR FUTURE RETIREES

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19.1 Retiree Medical Coverage

A. ~~Effective June 1, 2009, an e~~Eligible retirees and eligible dependent(s) (as defined below) may, but are not required to, enroll~~may be enrolled~~ in a County offered medical plan. ~~as described in Article 19.2 but are not required to be enrolled in a County offered medical plan.~~ Retirees who elect to enroll ~~chose to participate~~ in a County offered medical plan are ~~is~~ allowed only to enroll either as a subscriber in a County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one County-offered health plan). Retirees and eligible dependents who enroll in a County offered medical plan are responsible for all costs (including County offered retiree medical plan premiums and Medicare Part B premiums).

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the retiree's spouse or registered domestic partner; or
- A child based on your plan's age limits or a disabled dependent child regardless of age.
- Upon the death of a retiree, an eligible surviving dependent who was either enrolled or had waived coverage at the time of the retiree's death.

19.2 County Contribution toward Retiree Medical Costs - ~~Plans Effective January 1, 2009~~ Employees Hired Before January 1, 2009

A. Eligibility for County contribution

~~In~~In order to be eligible for this benefit, the retiree must have:

1. Completed at least 10 years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the 10 years. However, any miscellaneous purchased service time such as extra help, contract, and leave of absence service time does not count toward this eligibility requirement, and
2. Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
3. Retire directly from Sonoma County service.
4. Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do

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not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.

5. County Service-Connected Disability Retirement.

   Regular employees hired or rehired after July 1, 1990 but before January 1, 2009 who have less than ten (10) years of service are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree only, if they:

   a. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the period of time they have been employed by the County;
   b. Have incurred an occupational injury and are granted a service-connected disability retirement from SCERA for that injury; and
   c. Have received a Permanent Disability Rating equal to or greater than 50% as approved by the California Workers' Compensation Appeals Board and the Sonoma County Board of Supervisors.

6. Laid-Off & Restored Employees.

   Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in ~~this~~ Article 19.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Article 19.3 (County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009).

~~19.2 B. B.Amount of County Contribution~~

~~For each eligible employee hired before January 1, 2009 and who retires after adoption of the MOU extension by the Board of Supervisors, the County's obligation to contribute The County no longer provides a contribution towards the cost of retiree medical plans is changed to require the County to make a flat $500.00 per month contribution directly to . See Section 19.6.1 B, below for~~

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~~County contribution to the DSA Retiree Medical Trust.in accordance with Section 19.6.1 below. The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same amount as it contributes toward the cost of County offered medical plans for active unrepresented administrative management employees (bargaining unit 50) in the Salary Resolution, but in no event shall the County contribution fall below $500 per month. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution. The retiree is responsible for all costs (including premiums) that exceed the total County contribution.~~

~~C. Additional Dependents~~

~~Retirees eligible under this section, may enroll themselves and eligible dependent(s) in the a County offered medical plan elected by the retiree but the retiree is responsible for all premium costs.. in excess of the County's contribution.~~

19.3 County Contribution toward Retiree Medical Costs - ~~Plans –~~ Employees Hired On or After January 1, 2009 – Effective January 1, 2009

~~For each eligible employee hired on or after January 1, 2009 and who retires after adoption of the extension of the MOU by the County Board of Supervisors, the CountyFor employees hired on or after January 1, 2009, the County shall contribute toward to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposits into the DSA Retiree Medical Trust (DSA-RMT) a Health Reimbursement Arrangement (HRA) account, in accordance with as described in Article 19.6.1, below. Any eligible retiree and eligible dependent(s), as defined in Article 19.1.A above, below, may enroll in a County offered medical plan, but the retiree is responsible for all costs (including County offered retiree medical plan premiums. and Medicare Part B premiums).~~

~~A.~~ Eligibility for County Contribution

1. An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
2. Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County ~~HRA~~ DSA

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RMT contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in pay status.

3. If an employee separates employment before meeting the eligibility requirement, the employee shall receive no initial contribution.~~benefit~~.
4. All previous County contributions made to the existing County Retiree Health Reimbursement Accounts on behalf of current active bargaining unit members, will be transferred to the DSA Retiree Medical Trust, upon documentation provided to County by the Association of the tax-exempt status and that the transfer of such balances complies with the IRS regulations.
5. Laid-Off & Restored Employees.
    a. Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 19.3 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

~~B. County Contribution~~

~~1. Initial County Contribution:~~

~~a. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of $2,400 deposited into an HRAthe DSA-RMT account established in their name. Thereafter, contributions will be made each pay period based on pay status hours (no more than 80 hours biweekly), not including overtime, per pay period.~~

~~b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of $1,200 deposited into their HRA DSA-RMT account).~~

~~2. Regular County Contribution:~~

~~After the initial contribution (defined above) is made, the County shall contribute $0.58 per pay status hour (no more than 80 hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to~~

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approximately $100 per month or $1,200 per year, after the initial eligibility period is met.

3. Access to Account Balance:

Participants may access the balance in their HRA account upon termination of employment and attainment of age 50 or upon retirement from the Sonoma County Retirement System, whichever is earlier.

Participants may defer accessing the account balance to any time beyond the earliest date described in (a).

Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan, however, federal regulations do not permit the inclusion of expenses for domestic partners.

4. Survivors of eligible retirees with account balances:

Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree.

Domestic partners are not permitted access to the account balances of the participant by virtue of restrictions in the federal regulations that govern these types of accounts.

5. Forfeiture of account balance:

If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue Code.

Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within 120 days after the annual certified audit of the plan is submitted to the administrator and the County.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

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19.4 Surviving Dependent – County Contribution for Employees Hired Before January 1, 2009

Upon the death of a retiree, ~~enrolled in a County offered retiree medical plan,~~ the County will continue to pay the County's contribution as described in Article 19.6.1.B.B~~toward the medical plan premium costs as follows~~ as follows:~~:~~

One eligible surviving dependent, as described in section 19.1, will continue to receive the County's DSA-RMT contribution ~~be allowed to continue their coverage~~ if the surviving dependent ~~meets each of the following criteria:~~was

~~Has been~~ an eligible dependent of a retiree who was eligible to receive a DSA-RMT contribution ~~toward a County offered retiree medical plan under Article 19.2~~ prior to the death of the retiree.~~, and~~

1. ~~Either be enrolled or have waived coverage at the time of the retiree's death.~~

Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but remain responsible for all premium costs. ~~in excess of the County's contribution.~~

19.5 Surviving Dependent – ~~County Contribution for~~Eligibility to Participate in a County Offered Medical Plan- Employees Hired On or After January 1, 2009:

Upon the death of a retiree ~~enrolled in the Defined Contribution retiree medical benefit plan~~ (as defined in Article 19.3), an eligible surviving dependent(s) who was eligible to be enrolled in a County offered medical plan prior to the retiree's death, may continue participation in the County offered medical plan but remains responsible for all costs (including premiums).

~~To be eligible, a surviving dependent must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.~~

~~This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.~~

19.6 DSA Retiree Medical Trust

Establishment of the Trust

The Association ~~shall~~ has established ~~, or join,~~ a Retiree Medical Trust (DSA RMT ~~or Trust~~) for past, current and future members of Bargaining Units 46 and 47 (DSA) and Bargaining Unit 43 (DSLEM) and their surviving dependents. The class of eligible DSA RMT participants ~~shall be~~

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~~identified by the Association with the County's assistance, and the Trust shall be~~ has been established according to trust documents approved by the Association, without any involvement of the County (beyond the funding obligations herein). ~~-~~The establishment of and participation in the Trust shall be the complete and sole responsibility of the Association. The County ~~shall~~ does not have any involvement in its design, its administration or in the benefits paid, nor shall the County have any responsibility for any actions of the Trust or its trustees or of the Association with respect to the Trust. The Association will provide sufficient documentation to County to ~~shall~~ ensure ~~that~~ the Trust ~~applies for and secures~~ has acquired and maintains tax exempt status, including an IRS determination letter, pursuant to Internal Revenue Code provision 501(c)(9) and all other applicable laws and regulations; and the Association ~~shall~~ has procured an appropriate Private Letter Ruling(s) (PLR) authorizing the funding of the trust on a tax-favored basis to include County contributions during employment and post employment,~~(i.e., that the salary and~~ sick and/or vacation leave contributions, and the transfer of existing Health Reimbursement Account balances currently held on behalf of active bargaining unit members, will be made to the Trust on a pre-tax basis)~~. prior to its establishment~~.

19.6.1 Contributions to The DSA Trust

In accordance with the terms of Article 19 of the MOU the County shall make the following contributions to the DSA Trust on behalf of eligible bargaining unit members:

A. County ~~contribution~~Contribution – All Employees

~~Effective the pay period starting on August 11, 2009, f~~For each regular filled DSA positions in paid status~~,~~ the County shall contribute $10 each pay period to the DSA RMT., through ~~the December 9, 2015~~ expiration of the MOU and absent a successor MOU continuing such contribution.

B. County Contribution-Employees Hired before January 1, 2009

Effective upon adoption of the MOU extension by the Board of Supervisors, employees hired before January 1, 2009 who meet the eligibility requirements outlined in Section 19.2.~~-~~A above, and retire directly from County service, the County shall contribute $500 per month to the DSA Retiree Medical Trust.

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C. County Contribution-Employees Hired On or After January 1, 2009.

1. Initial County Contribution:

a. On the first pay date following completion of the eligibility requirements outlined in Article 19.3.A, above, regular full-time employees shall receive a lump sum contribution of $2,400 deposited into the DSA-RMT account established in their name. Thereafter, contributions will be made each pay period based on pay status hours (no more than 80 hours biweekly), not including overtime, per pay period.

b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of $1,200 deposited into their DSA-RMT account).

c. Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute $0.58 per pay status hour (no more than 80 hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately $100 per month or $1,200 per year, after the initial eligibility period is met.

d. The County will continue contributions called for in this subsection directly to the employees' current HRA account until such time as the County has the ability to make the contributions directly to the DSA RMT, no later than November 30, 2018.

~~B~~D. Employee contribution

Each regular employee in paid status filling a classification in Bargaining Units 46 and 47 shall have a mandatory pre-tax reduction of $59.23 per pay period taken from their regular earnings and paid into the DSA RMT. In the event that an employee does not have sufficient earnings to pay the pre-tax reduction in any given pay period, the employee contribution will be made only up to the amount of his or her earnings.

This Article 19.6.1.B is not grievable under the MOU.

19.6.2 Leave Accruals Paid Out At Retirement

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Effective upon receipt of a PLR regarding the transfers of sick leave and vacation leave into the Trust and an opinion letter (if available) by the State of California Division of Labor Standards Enforcement regarding the payout of vacation (Opinion Letter), the parties shall execute a side letter to this MOU providing that no earlier than December 10, 2013, each regular employee filling a classification in Bargaining Units 46 and 47 shall have 50% of their existing payouts of accumulated vacation owed to them at the time of retirement go directly into individual accounts in the DSA RMT.

19.6.3 For bargaining unit members hired on or after January 1, 2009,

the County contributions ~~to the employees' County HRA account described in Article 19.3, combined with the County contribution~~ to the DSA RMT as described in Articles 19.6.1 A and 19.6.1.C, constitute the County's entire obligation towards medical benefits upon termination and/or retirement and the parties agree that no other retiree medical benefits exist.

For bargaining unit members hired before January 1, 2009, the County contributions to the DSA RMT described in Article 19.6.1 A and ~~2, combined with the County contributions to the DSA RMT as described in~~ Article 19.6.1 B, constitute the County's entire obligation towards medical benefits upon retirement and the parties agree that no other retiree medical benefits exist, including Medicare Part B reimbursement.

19.6.4
The Association is solely responsible for obtaining any necessary IRS approvals, and represents it has ~~for~~ established~~ing~~ and administers ~~ing~~ the DSA RMT~~, or joining another Retiree Medical Trust~~. The Association will indemnify, defend and hold harmless the County, its agents, officers, and employees, against any and all claims or legal proceedings regarding the Trust's establishment. ~~If the~~ The Association has established~~s~~ the Trust, ~~then~~ and to the extent permitted by law and the IRS, the Trust will indemnify, defend and hold harmless the Association and the County, its agents, officers, and employees, against any and all claims or legal proceedings regarding the operation of the Trust. In the event that inclusion of such a provision compromises the ability of the Trust to secure the requisite tax exempt status, the indemnity, defense and hold harmless provision shall not be incorporated into the Trust document, but that absence from the Trust shall not affect the obligation of DSA to indemnify defend and hold harmless the

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County, its agents, officers and employees. If the Association joins another Retiree Medical Trust, the Association shall make all reasonable efforts to procure indemnification language related to the operation of the Trust on behalf of the Association and the County. The association on behalf of itself and its members/survivors waives any cause of action against the County based on administration and operation of the DSA RMT.

19.6.5 [Omitted]

~~In the event that any court, arbitrator, administrative agency, or other tribunal of competent jurisdiction determines that any of the contributions described in Article 19.6.1 are to be included in calculating the County's contribution toward retiree medical insurance for any retiree(s), then the contributions described in Article 19.6.1 shall be held in abeyance and the parties shall meet and confer on the matter to preserve the intent of the parties in an attempt to reach an agreement to preserve the benefits negotiated in Article 19.6.1.~~

19.6.6

In consideration for the benefits provided in Article 19.6, the Association on behalf of itself and its members/survivors waives any cause of action based on County conduct regarding retiree medical benefits from April 1, 2007 through date of adoption by the BOS of the DSA/DSLEM MOUs. Unless compelled by operation of law, the Association further agrees it will not initiate, financially support, or participate in any grievances, claims, demands, or suits against the County resulting from or in connection with the matters described herein.

19.6.7

The DSA RMT will require eligible bargaining unit retirees to sign an agreement as part of their participation in the Trust, which will include statements that (1) the participant waives any cause of action against the County or the Association regarding changes to retiree medical benefits from April 1, 2007 through the date of adoption by the BOS of the 2008-2010 DSA/DSLEM MOUs; and (2) the participant understands that the benefits identified in DSA Article 19.6.3 (DSLEM Article 6.6.3) constitute the County's entire obligation towards post-employment medical benefits and no other post-employment medical benefits exist. The parties agree to continue discussing this section to address concerns raised by DSA with IRS regulation compliance.

19.6.8 Legal Compliance Review: In implementing the obligations set forth in section 19.6.1, the parties understand and agree that no

later than the close of business July 31, 2018, legal counsel will review compliance of those obligations with governing IRS regulations and that such review will take place as soon as possible. In the event such legal review identifies legal compliance problems the parties will immediately meet and confer to address and resolve the outstanding issues.

ARTICLE 20: HOLIDAYS

20.1 Holidays – Paid

The County shall provide full-time and part-time County employees the following paid holidays provided that the employee is in paid status on the employee's regularly scheduled workdays before and after the holiday.

20.2 Holidays – Scheduled

(1) New Year's Day, January 1*

(2) Martin Luther King's Birthday, the third Monday in January

(3) Lincoln's Birthday, February 12*

(4) President's Day, the 3rd Monday in February

(5) Caesar Chavez Day, March 31*

(~~5~~6) Memorial Day, the last Monday in May

(~~6~~7) Independence Day, July 4th*

(~~7~~8) Labor Day, the first Monday in September

(~~8~~9) Veteran's Day, November 11*

(~~9~~10) Thanksgiving Day, as designated by the President

(~~10~~11) The day following Thanksgiving Day

(~~11~~12) Christmas Day, December 25*

(~~12~~13) Each day formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, thanksgiving or special observance.

* Date Specific Holidays

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~~Elimination of Former Section 20.3: Floating Holiday~~

~~The parties agree that all eight (8) Floating Holiday hours (formerly Section 20.3 of the MOU) will be eliminated effective upon approval of the DSA MOU by the Board of Supervisors, December 10, 2013~~

~~Floating holiday hours accrued prior to the elimination of the provision will remain in the employee's Compensatory Bank. Such compensatory time may be taken off on a day mutually agreeable to the employee.~~

20.3 Holiday – Day Observed

If a date specific holiday listed in 20.2 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a date specific holiday listed in 20.2 falls on a Sunday, the following Monday shall be the observed holiday. All other date specific holidays shall be observed on the date specified in Article 20.2.

20.4 Holiday – Compensation

A full-time employee whose assigned work schedule includes neither the scheduled holiday nor the observed holiday, shall receive 8 hours of compensatory time. All other fulltime employees whose regular assigned work schedule includes either the scheduled holiday or the observed holiday shall receive 8 hours at their base hourly rate of pay.

20.5 Holiday Compensation Day Worked

An employee who actually works on either the scheduled holiday or the observed holiday shall be entitled to overtime compensation for the hours actually worked. An employee who works on both the scheduled holiday and the observed holiday shall elect which day shall be at overtime. However, only one day shall be at overtime.

20.6 Holiday – Part-time Employees

Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to 1/10 of an hour for each hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in paid status (excluding the holiday benefit) exceed the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to l/10 of an hour for each hour in pay status (excluding the holiday benefit).

20.7 Holiday Pay Maximum

Holiday pay shall not exceed 8 hours for each holiday.

20.8 Floating Holiday

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Each regular, full-time employee will be granted eight floating holiday hours effective the first pay period of each year. The employee must be in paid status on the employee's regularly scheduled workdays before and after using the floating holiday. The timing of the employee's use of the floating holiday shall be subject to advance approval of the Department Head or designee. The floating holiday hours must be taken before the last full pay period of the year, and will not be carried over into the next year. Further, there will be no cash out of floating holiday hours. Floating holiday hours must be taken in no less than 1/10 of an hour increments. Each part-time employee shall be entitled to a prorated number of hours based on allocated FTE at the time of the annual allocation. For 2018 the floating holiday hours will be available to employees no later than September 19, 2018.

ARTICLE 21: VACATION

21.1 Maximum Accumulation

Each employee shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than as specified in Article 21.3.

21.2 Part-time Employees

Part-time employees shall accrue vacation leave on a prorata basis. Usage and accrual shall be governed by the same rules and regulations applicable to fulltime employees.

21.3 Accrual

Non-Supervisory

Each non-supervisory employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in paid status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

~~*Effective March 1, 2016, for the term of the 2015 – 2018 MOU, the Maximum Accumulated Hours listed below will be increased to 310 hours. Effective on March 31, 2018, the Maximum Accumulated Hours listed below will be restored to 300 hours. Hours above the Maximum Accumulated Hours will not be eligible for cash payment except as required by law. Effective March 31, 2018, employees with Maximum Accumulated Hours above 300 will not accrue additional hours until their accumulated hours drop below 300.~~

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Years of Completed Full-Time Service	In-Service Hours of Completed Service	Rate for 80 In-service Hours per pay period	Maximum Accumulated Hours
0 through 2	0 to 4,173	3.38	300
2 through 5	4,174 to 10,434	3.99	300
5 through 10	10,435 to 20,870	4.91	300
10 through 15	20,871 to 31,305	6.14	300
15 through 20	31,306 to 41,741	6.75	300
20 through 25	41,742 to 52,177	7.36	300
25 or great	52,178 or more	7.67	300

Supervisory Unit

Each supervisory employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. In-service hours include all hours in paid status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

~~*Effective March 1, 2016, for the term of the 2015 – 2018 MOU, the Maximum Accumulated Hours listed below will be increased to 360 hours. Effective on March 31, 2018, the Maximum Accumulated Hours listed below will be restored to 310 hours. Hours above the Maximum Accumulated Hours will not be eligible for cash payment except as required by law. Effective March 31, 2018, employees with Maximum Accumulated Hours above 310 will not accrue additional hours until their accumulated hours drop below 310.~~

For the term of this extension, the Maximum Accumulated Hours listed below will remain at 360 hours. Effective March 31, 2019, the Maximum Accumulated Hours listed below will be restored to 310 hours. Effective March 31, 2019, employees with Maximum Accumulated Hours above 310 will not accrue additional hours until their accumulated hours drop below 310.

Years of Completed Full-Time Service	In-Service Hours of Completed Service	Rate for 80 In-service Hours per pay period	Maximum Accumulated Hours
0 through 2	0 to 4,173	3.38	~~300~~360
2 through 5	4,174 to 10,434	3.99	~~300~~360
5 through 10	10,435 to 20,870	4.91	~~300~~360
10 through 15	20,871 to 31,305	6.14	~~300~~360
15 through 20	31,306 to 41,741	6.75	~~300~~360

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20 through 25	41,742 to 52,177	7.36	~~300~~360
25 or great	52,178 or more	7.67	~~300~~360

21.4 Reappointment

Each employee with 10,435 in-service hours (five or more years) who resigned in good standing and is re-appointed within two years, shall be credited with 4,174 in-service hours (two years) for purposes of new vacation accrual.

Each employee who is laid off and who is re-appointed within two years shall be credited for vacation accrual purposes with the same number of in-service hours as the employee had accrued at the time of layoff.

21.5 Vacation Schedules

Vacation schedules shall be arranged by department heads with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to the employee in that year. Each employee's vacation time may be so divided as the needs of the service require or permit. No employee may take vacation without advance approval of the department head. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

21.6 Payment for Unused Vacation

Each employee who is separated from the County service shall be entitled to payment in lieu of all unused vacation leave which the employee may have accumulated as of the employee's last day of work and shall be computed on the basis of such employee's base hourly rate at the time of separation. See Article 19, Section 19.6.2 for provisions on payout of 50% of accumulated vacation to Retiree Medical Trust accounts at retirement.

ARTICLE 22: SICK LEAVE AND FAMILY LEAVE

22.1 Sick Leave Accrual

Each full-time employee in a regular, allocated position shall accrue and accumulate sick leave at the rate of 3.680 in-service hours for each completed eighty-hour (80) paid in-service hours. In-service hours include all hours in pay status excluding overtime. This accrual rate shall be adjusted to reflect any unpaid time in each pay period. Parttime employees in allocated positions shall be eligible to receive sick leave on a pro rata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to fulltime employees.

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22.2 Sick Leave Use

Earned sick leave credits may, with the approval of the department head, be used by the employee, as outlined below:

22.2.1 Sick Leave Use – Non-FMLA/CFRA/PDL Leave:
Accrued sick leave for incidents other than FMLA/CFRA/PDL qualifying events may be used as follows:

A. Employee Illness: during the employee's own incapacity due to illness or injury;
B. Employee Treatment or Examination: during the time needed by the employee to undergo medical or dental treatment or examination;
C. For Care of a Family Member: for diagnosis, care or treatment of a health condition of, or preventative care for the employee family member. For leave under this section 22.2.1, "family member" is defined as a:
    1. child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, regardless of age or dependency status);
    2. parent (defined as a biological, adoptive, or foster parent, stepparent, or legal guardian, or other person who stood in place of a parent to the employee or the employee's spouse or domestic partner when the employee was a child. A biological or legal relationship in not necessary for a person to have stood in place of a parent to the employee as a child);
    3. employee's spouse or registered domestic partner;
    4. grandparent, grandchild, or sibling of the employee or the employee's spouse or registered domestic partner.

    Sick leave use for family members listed in this section 22.2.1(C) shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardships. "Occurrence" means per illness or related incidents. The 48 hours do not have be consecutive.

    California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in a six month period and may be used in the same manner as other sick leave described

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in this section 22.2.1 Kin Care provisions run concurrent with other protected leaves and do not extend the maximum period of leave to which the employee is entitled to under FMLA or CFRA.

D. Domestic Violence, Sexual Assault, or Stalking: When an employee is a victim of domestic violence, sexual assault or stalking, to work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of themselves or their child(ren); to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; participate in safety planning or take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. Documentation may be required for approval of use of sick leave under this provision, pursuant to section 22.3 Sick Leave Documentation.

22.2.2 Sick Leave Use - FMLA/CFRA/PDL Qualifying Leave

In accordance with The Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the Pregnancy Disability Act (PDA) earned sick leave credits may, with the approval of the Department Head, be used by an employee as follows:

a. Employee Illness: During the employee's own incapacity due to illness or injury.
b. Employee Treatment or Examination: During the time needed by the employee to undergo medical or dental treatment or examination.
c. Disabled by Pregnancy: When a woman employee is disabled by pregnancy, which means that in the opinion of her health care provider, she is unable because of pregnancy to work at all or is unable to perform any one or more of the essential functions of her job or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons.
d. Care of Family Member: When a child, stepchild, spouse or spouse's parent, or domestic partner, being a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent, is incapacitated by illness or injury and it is

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necessary for the employee to care for such child, stepchild, spouse, parent of the employee or spouse, or domestic partner.

Child is defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, who is either under 18 years of age or an adult dependent child. An adult dependent child is an individual who is 18 years of age or older and who is incapable of self-care because of a mental or physical disability within the meaning of Government Code Section 12926(j) and (l).

(Parent for purposes of this section is defined as biological, foster, or adoptive parent, stepparent, a legal guardian or other person who stood in place of a parent to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child. Parent does not include Parent-in-law.)

-For FMLA/CFRA qualifying events to care for a covered family member incapacitated by injury or illness under this paragraph (d), employees are allowed to use up to 480 hours of accrued sick leave per eligible event, and not to exceed the number of hours authorized by medical certification. CFRA bonding leave does not qualify for use of sick leave.

Information on FMLA/CFRA/PDL eligibility, documentation, and benefit and pay status is provided under Section 22.9 Family Care and Medical Leave.

22.3 Sick Leave Documentation

22.3.1 Annual Period – Allocated Employees: "Annual period" is a twelve month period beginning with the employee's first day of work in an allocated assignment. For employees on staff on July 1, 2015, the annual period began July 1, 2015, and ends June 30, 2016. For employees who begin work after July 1, 2015, the annual period begins on their first day of work. (This is not the same as the annual calendar used under FMLA/CFRA/PDL qualifying events.)

22.3.2 First Forty-Eight Hours: For new employees, the first 48 hours, or number of hours equal to 6 days of the employees regular schedule (whichever is greater), of accrued sick leave used by an employee in the first annual period will be applied to and subject to the provisions of the California paid Sick Leave law until January 1st and on a calendar year basis thereafter. During this period, if the need for paid sick leave is foreseeable, the employee shall provide reasonable advanced notice. If the need for paid sick leave is unforeseeable, the employee shall provide

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notice of the need for the leave as soon as practicable. If the County has reasonable suspicion of sick leave abuse, a signed medical certification may be required for each use of accrued sick leave to the extent permissible by law.

22.3.3 Subsequent Hours: For use of accrued sick leave beyond the first 48 hours or number of hours equal to three six (6) days in the annual or calendar period (consecutive or non-consecutive), as described above, a signed medical certification may be required for each use of accrued sick leave. Reasonable medical certification of incapacity shall be required for sick leave use of more than 48 consecutive work hour's duration.

22.3.4 FMLA/CFRA/PDL: If use of accrued sick leave is for an FMLA, CFRA, or PDL qualifying event, medical certification is required, in accordance with the law, and as outlined in the Medical Leave Policy.

22.4 Restoration of Accrued Sick Leave

When an employee separates from County employment, and returns to County employment within one year from the separation date, any accrued sick leave remaining on account will be restored to the employee upon rehire, provided the accrued leave was not otherwise used, paid out or converted to service credit. If the termination date is in the middle of the pay period, end of pay period date will apply.

22.5 Sick Leave Conversion at Regular Retirement

Each employee separating from County service on regular, non-disability retirement shall convert one hundred percent (100%) of unused sick leave remaining to each employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03.

22.6 Sick Leave – Payoff at Regular Retirement

For each employee who separates from County service on regular non-disability retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick leave to service credit under section 22.4 (Sick Leave Conversion at Regular Retirement), the County shall pay the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit at the time of separation, computed on the basis of the employee's base hourly rate.

22.7 Sick Leave – Distribution at Non-Duty Related Death or Layoff

The County shall pay each employee who separates from County service by death (non-duty related) or layoff, the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's

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credit as of the time of separation, computed on the basis of the employee's base hourly pay.

22.8 Sick Leave Distribution at Disability Retirement or Duty Related Death

The County shall pay each employee separated from County service by a disability retirement for disability or duty related death shall be entitled to payment at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation or duty related death. This Section shall not apply to an employee separated from County service by a service retirement. The County shall not pay an employee under this Section for any sick leave hours donated to the employee by other employees under a catastrophic leave benefit.

22.9 Family Care & Medical Leave

22.9.1
Each eligible employee is entitled to Family and Medical Leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA run concurrently as provided by law.

22.9.2 FMLA/CRA Eligibility
To be eligible for family care and medical leave, on the date on which the leave is to begin, a full-time or part-time employee must have been employed by the County for at least twelve (12) months, which need not be consecutive, and have actually worked at least one thousand two hundred and fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of the leave.

22.9.3 Family Care and Medical Leave Entitlement
Subject to the provision of this MOU, County policy, and state and federal law, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one or more of the following reasons:

22.9.3.1
The birth of a child and to care for the newborn child (FMLA and CFRA);

22.9.3.2
The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);

22.9.3.3

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To care for the employee's child, parent, spouse, or domestic partner (CFRA only) who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law under this provision.)

22.9.3.4
Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)

22.9.3.5
Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

The twelve (12) month period for FMLA/CFRA purposes is determined by a "rolling" twelve (12) month period measured backwards from the date an employee first uses FMLA/CFRA leave.

22.9.4 Family Care and Medical Leave To Care for a Covered Service Member with a Service Injury or Illness
Subject to the provisions of this MOU, County policy, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. (This 12 month period used under FMLA/CFRA to determine sick leave eligibility is separate from the "annual period" defined in 22.3.1.)

22.9.4.1
An eligible employee's entitlement under Section 22.8.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this subsection begins on the first day an

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employee takes leave to care for the covered service member.

22.9.4.2
During the "single 12-month period" described above, an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

22.9.5 Pay Status and Benefits

22.9.5.1
Except as provided in this Article, the family care and medical leave will be unpaid. The County will, however, continue to provide County contributions toward the health plan premium during the period of family care and medical leave for up to twelve (12) work weeks on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of premiums payments, if any.

22.9.5.2
Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 18.6.1 (Medical/Pregnancy Disability Leave) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 22.8 or Section 18.6.1 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 18.6.2 (Continuation of Health Benefits Coverage) applies.

22.9.6 Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason. Section 22.8.14 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

22.9.7 Relationship to Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical

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conditions for which an employee may be qualified under state law.

22.9.8 Notice to the County

22.9.8.1
The employee must provide written notice to the County as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

22.9.8.2
The written notice must inform the County of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

22.9.8.3
The employee shall consult with the County and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

22.9.9 Medical Certification

22.9.9.1
An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the County with recertification by the health care provider.

22.9.9.2
An employee's request for family care and medical leave because of employee's own serious health condition shall be supported by a certification issued by the employee's health care provider.

22.9.9.3
As a condition of an employee's return from leave taken because of the employee's own serious health condition, the

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employee is required to obtain certification from the employee's care provider that the employee is able to resume work.

22.9.9.4
Employees are required to use the medical certification forms available from the County Human Resources Department to meet the certification and recertification requirements of this section.

22.9.10 County's Response to Leave Request
It is the County's responsibility to designate leave, paid or unpaid, as family and medical leave-qualifying and to notify the employee of the designation.

22.9.11 Dual Parent Employment [Omitted]

Where both parents are County employees, allowable leave for the birth, adoption, or foster care placement of a child or the care of an employee's ill parent is limited to a total of twelve (12) work weeks in a 12-month period between the two employees. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

22.9.12 Employee's Status on Returning from Leave
Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

22.9.13 FMLA/CFRA Procedures, Definitions, and Forms
A description of the required process and procedures to follow for intermittent leave and reduced leave schedules, forms to use when requesting family care and medical leave, and applicable definitions are included in the County Medical Leave Policy and found on the County Human Resources Department website, and are available from the Human Resources Department.

22.9.14 Leaves of Absence without Pay Usage Reference Table
Employees in regular, allocated positions will be required to use accrued paid leaves before a leave of absence without pay as shown in the following table:

MOU Section	Sick	Vacation	CTO	Comment
During the employee's own incapacity due to illness or injury.	Yes. You may keep 40 hrs.	No	No	
During the time needed by the employee or for an employee's family member to undergo medical or dental treatment or examination.	Yes. You may keep 40 hrs.	No	No	
When a woman employee is disabled by pregnancy.	Yes. You may keep 40 hrs.	No	No	
When the employee's family member is incapacitated by illness/injury and the employee must care for him/her, or for care, exam or treatment of a family member. *	Yes. Up to 48 hours. (You may keep 40 hrs.)	Yes	Yes	You may keep 40 hours in any combination of Vacation & CTO
Non-sick FMLA/CFRA** qualifying event (e.g., child bonding leave*)	No	No	No	
Approved undisclosed reason or extended vacation	No	Yes	Yes	Must use all Vac. & CTO

*In the event an employee is eligible to receive Paid Family Leave to care for the serious health condition of a family member or to bond with a new child, they will not be required to use sick, vacation or CTO time, while receiving that benefit.

**Family and Medical Leave Act (FMLA)/California Family rights Act (CFRA)

22.9.15
This Section 22.9 shall be interpreted as the legal minimum family care and medical leave available to eligible employees. The County may grant additional leave without pay under this Section

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(22.9) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, and other provisions of this memorandum.

22.10 Paid Parental Leave

22.10.1 Eligibility

Effective 10/1/18, for eligible events that occur on or after ~~10/1/18~~Board adoption of this MOU, any permanent or probationary employee who has been continuously employed by the County for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following eligible events:

- Birth of a child of the employee, the employee's spouse, or the employee's domestic partner
- Placement of a child with the employee's family for adoption or foster care

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

22.10.2 Benefit and Use

Eligible employees shall be granted 320 PPL hours to use within 12 months of the qualifying event for the purposes of bonding. Part-time employees shall be eligible for a pro-rated number of PPL hours, based on allocated FTE.

PPL is based on a 12 month rolling calendar. No more than 320 PPL hours may be used in any 12 month period.

PPL is based on the employee's base hourly wage plus cash allowance. It is considered "paid status" for the purpose of merit, seniority, premiums, vacation and sick leave accrual, and County benefit eligibility and contributions.

PPL is pensionable and counts towards retirement service credit.

PPL may be used in a block of continuous time or as intermittent leaves as arranged in advance. Unless approved by the Director of Human Resources, PPL cannot be used retroactively.

Use of PPL shall not be cause for an employee to lose his/her current assignment on a permanent basis; however, assignments may be altered to accommodate the employee's or department's operational needs when working a reduced work schedule.

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An employee in a disability period following birth of a child must use sick leave down to 40 hours before using PPL.

22.10.3 Coordination of Benefits & Leaves

PPL can be fully integrated with any short-term disability or California Paid Family Leave program. STD and PFL will not reduce PPL leave entitlement. For time covered by FMLA/CFRA job protected leave for bonding, PPL must be used prior to other accrued leave or Leave Without Pay. If an employee has exhausted FMLA/CFRA entitlements for reasons other than bonding, PPL must be used prior to Leave Without Pay for arranged leaves for the purpose of bonding. Scheduling of non-CFRA protected PPL is subject to department approval. PPL does not need to be used when an employee is on leave for reasons other than bonding. To the extent CFRA leave is available, it will run concurrently with PPL.

22.10.4 Program Review Process

County and DSA Representatives will meet to discuss any unanticipated issues that arise, including administrative and legal issues.

ARTICLE 34: FULL UNDERSTANDING, MODIFICATION, ACKNOWLEDGMENT

34.1 Full Understanding

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.

All other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

34.2 Acknowledgment

Except as otherwise provided in this MOU, it is agreed and understood that the parties have met and conferred in accordance with their obligations under State law and the County's Employee Relations Policy in reaching this agreement and neither party shall be obligated to meet and confer over any provision of this agreement during its term.

34.3 Meet and Confer During Term of Memorandum

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a. If the County proposes during the term of this Memorandum to adopt a policy or course of action on matters within the scope of representation as defined by State law that are not covered by this Agreement, it will provide the Association with written notice of the proposed policy or course of action and offer to meet and confer over the proposal in accordance with state law and the County's Employee Relations Policy.

b. Special Issues

If the County's proposal covers one or more of the three matters listed below, the County and the Association agree to meet and confer on matters within the scope of representation in accordance with State and County law and with the provisions as provided in (c) below:

1. The assignment of groups of employees to work hours, work shifts and/or work schedules. An example of such a change would be if the County proposed to change the work schedule of employees in the Sheriff's Patrol Division from a 4/10 to a 5/8 schedule.
2. The assignment of employees between departments as a result of reorganization or a change in the mission or program of the department(s) involved.
3. The use and assignment of county vehicles and/or personal vehicles of employees for work-related purposes. An example of such a change would be if the county proposed to assign all Sheriff's Detectives to non take-home County vehicles.

c. Procedural Requirements for Section 34.3(b) Issues

The County will provide written notice to the Association describing the proposed change in the matters listed in Section 34.3(b). Upon request of the Association, the County shall provide all relevant information it has pertaining to the proposal as required by the MMBA.

The Association will have up to 15 calendar days from when it received the notice to inform the County in writing if it desires to meet and confer over the proposal. If the Association fails to notify the County within the 15 days, the County may implement the proposal without any further obligation to meet and confer with the Association.

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If the Association notifies the County within 15 calendar days of its desire to meet and confer, then the County and the Association shall meet and confer in good faith over the proposed matters and all identified impacts within the scope of representation. Unless extended by mutual written agreement of the parties, the pre-impasse period for meeting and conferring pursuant to this Section 34.3 (c) shall be 35 regular County business days from when the Association was properly notified of the proposal by the County. If an agreement is not reached by the 35th regular County business day from the date the Association was notified, either party may declare an impasse by filing with the other party a written declaration of impasse and request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting shall then be held within two regular County business days, at which time the County shall present an impasse statement including the proposal that it proposes to implement after completion of the post-impasse process required by law and this Section 34.3 should further discussions fail to produce an agreement.

If an agreement is not reached at the impasse meeting, the dispute shall be submitted to mediation. If the parties fail to resolve the dispute through mediation within the timelines set forth in the MMBA, the matter may be submitted to fact finding in accordance with the provisions and timelines of the MMBA.

Section 34.3 (c) is not subject to the grievance procedure of this agreement (Article 30) in any way except for an allegation that the County failed to provide the required notice or acted to implement the change before the procedures required by this section were completed. Any ruling by an arbitrator under this Article 34.3 (c) that is adverse to the County shall be limited to ordering the County to comply with the notice and/or time limits specified above.

34.4 Written Modifications Required

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the Association and the County, unless made and executed in writing by the parties, and if required, approved and implemented by the Board of Supervisors.

34.5 No Limitation on Authority of Civil Service Commission

Nothing in this Agreement shall be construed to limit or remove the existing or future jurisdiction or authority of the Civil Service Commission

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as provided in Ordinance No. 305-A as amended, or as provided in the Rules adopted thereunder.

34.6 Non-Precedence

The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

34.7 Side Letters

All side letters or other agreements not attached to or incorporated into this Agreement are no longer valid. This MOU constitutes the entire agreement between the Association and the County.

34.8 Health and Welfare Benefits Health Care Reform Compliance Reopener

The County and the Association agree to a reopener to make necessary changes to health and welfare benefit eligibility and/or coverage options as the parties agree are required by the Patient Protection and Affordable Health Care Act (PPACA), commonly referred to as Health Care reform, or as required by similar subsequent statutes or regulations implemented during the term of this agreement.

~~34.9 HRA Contributions for Future Retirees - Reopener~~

~~The County and the Association agree to a reopener to begin no later than 90 days following Board approval of the MOU to discuss options to provide future retirees covered by Section 19.2 with HRA contributions in lieu of County contributions to medical plans described in Section 19.2 B. (County Contributions Toward Retiree Medical Plans – Employees Hired Before January 1, 2009). The parties agree to include in these discussions, options for resolution of outstanding issues related to the DSA Retiree Medical Trust in Section 19.6.7. It is the parties' intention to complete these reopener discussions within 120 days of the Board's approval of the MOU.~~

34.~~10~~9 Favored Nation Clause – Reopener

If, during the term of this extension another bargaining unit other than 0049 (Board of Supervisors), 0050 (Administrative Management), and 0052 (Department Heads) receives an increase or improvement in compensation or other economic benefits that is greater than agreed to by DSA, the County agrees to open the MOU and meet and confer with DSA on the subject of compensation.

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Segal Consulting

330 North Brand Boulevard Suite 1100 Glendale, CA 91203-2308
T 818.956.6777 www.segalco.com

MEMORANDUM

To: Marcia Chadbourne
County of Sonoma

From: Thomas M. Morrison, Jr.

Date: August 7, 2018

Re: **Retiree Health (OPEB) Plan**
Alternative Plan Design to the June 30, 2017 Valuation Under GAS 74/75

In the attached exhibits, we have provided the liability summaries for the following current and alternative plan design for the active members from the Deputy Sheriffs and Law Enforcement Management bargaining units. The calculations are consistent with our memo as of May 7, 2018 and are based on the June 30, 2017 Actuarial Valuation under GAS 74/75. These calculations are provided in compliance with California Government Code §7507.

CURRENT PLAN

Post July 1, 2016 Group
(For eligible retirees hired prior to January 1, 2009 and retired on or after July 1, 2016)

For eligible retirees hired prior to January 1, 2009 with 10 years of service, the County provides a payment of $500/month, provided the retiree enrolls in a County-provided medical plan, plus a Medicare Part B reimbursement of $96.40/month. In addition, for all eligible retirees, the County provides an implicit subsidy.

ALTERNATIVE 1

Post July 1, 2016 Group
(For eligible retirees hired prior to January 1, 2009 and retired on or after July 1, 2016)

For eligible retirees hired prior to January 1, 2009 with 10 years of service the County provides:

- Payment of $500/month with no medical enrollment requirement.
- Continued implicit subsidy, allowing retirees under age 65 to purchase health insurance from the County at blended active/retiree rates.
- No Medicare Part B reimbursement.

The Total OPEB Liability for these groups slightly decreased by $69,442 from $17,424,444 to $17,355,002 overall.

CONCLUSION

Exhibit 1 shows the comparison of cost of the proposed plan to the current plan for the Deputy Sheriffs and Law Enforcement Management bargaining units. Except as noted above, the results are based on the data, actuarial cost method, and other assumptions used in the June 30, 2017 actuarial valuation, using census data as of June 30, 2016. Exhibit 1 shows the liability summaries for the current plan, including the SCARE* Settlement agreement and alternative plan designs as outlined in the proposed Tentative Agreement between the County of Sonoma and the Deputy Sheriffs and Law Enforcement Management Associations. Exhibit 2 shows the actuarial assumptions used in the current plan. Exhibit 3 shows a summary of current plan provisions. Exhibit 4 shows a summary of participant data used in our analysis.

The calculations in this memo were prepared under the supervision of Mary Kirby, FSA, FCA, MAAA. We look forward to discussing any questions or comments you may have.

Please feel free to contact us if you would like to discuss these further.

TJH/bqb
Attachment

cc: Mary Kirby
Harold Cooper
Robert Mitchell

* Sonoma County Association of Retired Employees vs. County of Sonoma

EXHIBIT 1

Comparison of Current and Alternative Plan Designs

SUMMARY OF VALUATION RESULTS CURRENT FOR ACTIVE MEMBERS AS OF JUNE 30, 2017
USING METHODS AND ASSUMPTIONS PRESCRIBED BY GAS 74/75

Deputy Sheriffs (DSA 0046)

OPEB Liability	Plan Provisions Reflected in Valuation as of June 30, 2017[1]	Valuation Based Upon Alternative 1[2]	Difference
Implicit Subsidy Liability	$4,908,232	$4,908,232	$0
Medicare Part B Liability	559,062	0	(559,062)
Cash Subsidy Liability	6,425,672	6,920,889	495,217
Total OPEB Liability	$11,892,966	$11,829,121	($63,845)

Deputy Sheriffs (DSA 0047)

OPEB Liability	Plan Provisions Reflected in Valuation as of June 30, 2017[1]	Valuation Based Upon Alternative 1[2]	Difference
Implicit Subsidy Liability	$1,461,152	$1,461,152	$0
Medicare Part B Liability	187,217	0	(187,217)
Cash Subsidy Liability	2,129,101	2,311,401	182,300
Total OPEB Liability	$3,777,470	$3,772,553	($4,917)

Law Enforcement Management (DSLEM 0043)

OPEB Liability	Plan Provisions Reflected in Valuation as of June 30, 2017[1]	Valuation Based Upon Alternative 1[2]	Difference
Implicit Subsidy Liability	$666,919	$666,919	$0
Medicare Part B Liability	89,825	0	(89,825)
Cash Subsidy Liability	997,264	1,086,409	89,145
Total OPEB Liability	$1,754,008	$1,753,328	($680)

(1) All future retirees on or after 7/1/2016 and hired before 2009: Up to $500/month if enrollment in a County medical plan. Continued Medicare Part B reimbursement of $96.40 and implicit subsidy, allowing retirees under age 65 to purchase health insurance at blended active/retiree rates.

(2) All future retirees on or after 7/1/2016 and hired before 2009: $500/month with no medical enrollment requirement. Removed the Medicare Part B reimbursement of $96.40, continue implicit subsidy, allowing retirees under age 65 to purchase health insurance at blended active/retiree rates.

The Net OPEB liability was measured as of June 30, 2017.

Actuarial assumptions: The total OPEB liability was determined by an actuarial valuation as of June 30, 2017 using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.00%
Investment rate of return on Plan assets	6.50%, net of OPEB plan investment expense, including inflation
Other assumptions	See analysis of actuarial experience shown in the January 1, 2012 through December 31, 2014 Actuarial Experience Study dated October 2, 2015 and the Economic Actuarial Assumption Study for December 31, 2015 Actuarial Valuation dated September 30, 2015 for the Sonoma County Employees' Retirement Association (SCERA).

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which the expected future real rates of return (expected returns, net of inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation and subtracting expected investment expenses and a risk margin. The target allocation and projected arithmetic real rates of return for each major asset class, after deducting inflation, but before investment expenses, is used in the derivation of the long-term expected investment rate of return assumption.

Discount rate: The discount rates used to measure the total OPEB liability was 3.78% as of June 30, 2017. The projection of cash flows used to determine the discount rate assumed that employer contributions will be made at rates proportional to the actuarially determined contribution rates. For this purpose, employer contributions that are intended to fund benefits of current plan members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs for future plan members and their beneficiaries are not included. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments for current plan members through the fiscal year ending June 30, 2025.

EXHIBIT 2

Actuarial Assumptions Current Plan

Rationale for Demographic and Noneconomic Assumptions:

The information and analysis used in selecting each demographic (mortality, retirement, disability and turnover) assumption that has a significant effect on this actuarial valuation is shown in the experience study for the Sonoma County Employees' Retirement Association, using expeience from January 1, 2012 through December 31, 2014.

The information and anaylsis used in selecting the salary scale and inflation is shown in the Economic Actuarial Assumption Study dated September 30, 2015 for the Sonoma County Employees' Retirement Association's December 31, 2015 Actuarial Valuation.

Post-Retirement Mortality Rates:

Healthy Retirement:

For General Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP2014D set back one year for males and set forward one year for females.

For Safety Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP2014D set back one year.

Disabled Retirement:

Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP20142D set forward five years.

For Safety Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP20142D set forward four years.

The mortality tables shown above were determined so as to reasonably reflect future mortality improvement, based on a review of the mortality experience in the January 1, 2012 – December 31, 2014 Actuarial Experience Study.

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Termination Rates Before Retirement:

Mortality Rates:

	Rate (%)			
	General		Safety	
Age	Male	Female	Male	Female
30	0.02	0.01	0.02	0.01
35	0.03	0.01	0.03	0.01
40	0.03	0.02	0.03	0.02
45	0.05	0.03	0.05	0.03
50	0.08	0.06	0.08	0.06
55	0.14	0.09	0.14	0.09
60	0.23	0.12	0.23	0.12

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Disability Rates:

	Rate (%)	
Age	**General[(1)]**	**Safety[(2)]**
20	0.05	0.06
25	0.05	0.16
30	0.08	0.38
35	0.13	0.65
40	0.18	0.90
45	0.29	1.60
50	0.38	2.30
55	0.43	2.80
60	0.51	0.00

(1) 50% of General disabilities are assumed to be service connected disabilities. The other 50% are assumed to be non-service connected disabilities.

(2) 95% of Safety disabilities are assumed to be service connected disabilities. The other 5% are assumed to be non-service connected disabilities.

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Withdrawal Rates:

	Rate (%)	
	Withdrawal (< 5 Years of Service)	
Years of Service	General	Safety
0	6.0	4.0
1	4.0	2.4
2	3.0	1.6
3	2.5	1.6
4	2.0	1.6

	Rate (%)	
	Withdrawal (5+ Years of Service)	
Age	General	Safety
20	1.50	1.60
25	1.50	1.60
30	1.50	1.26
35	1.05	0.70
40	0.60	0.34
45	0.48	0.14
50	0.34	0.00
55	0.24	0.00
60	0.14	0.00

No withdrawal is assumed after a member is assumed to retire.

Termination Rates Before Retirement:

Vested Termination Rates:

	Rate (%)	
	Vested Termination (<5 Years of Service)	
Years of Service	General	Safety
0	6.25	6.00
1	5.50	4.00
2	4.00	4.00
3	3.00	4.00
4	3.00	4.00

	Rate (%)	
	Vested Termination (5+ Years of Service)	
Age	General	Safety
20	3.00	4.00
25	3.00	4.00
30	3.00	3.40
35	3.00	2.10
40	2.40	1.05
45	2.00	0.60
50	2.00	0.00
55	1.70	0.00
60	1.50	0.00

No vested termination is assumed after a member is assumed to retire.

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Retirement Rates:

	Rate (%)					
	General			Safety		
Age	Plan A Before 30 Years	Plan A 30 or More Years	Plan B	Plan A Before 30 Years	Plan A 30 or More Years	Plan B
50	7.0	10.0	0.0	14.0	10.0	4.0
51	7.0	10.0	0.0	16.0	12.0	5.0
52	7.0	12.0	4.0	16.0	18.0	6.0
53	8.0	16.0	1.5	18.0	25.0	6.0
54	9.0	20.0	2.5	24.0	50.0	8.0
55	10.0	25.0	2.5	30.0	100.0	20.0
56	10.0	30.0	4.5	30.0	100.0	15.0
57	10.0	30.0	5.5	25.0	100.0	15.0
58	15.0	30.0	6.5	25.0	100.0	20.0
59	20.0	40.0	7.5	25.0	100.0	20.0
60	25.0	40.0	8.5	100.0	100.0	100.0
61	25.0	45.0	9.5	100.0	100.0	100.0
62	30.0	45.0	14.5	100.0	100.0	100.0
63	30.0	45.0	16.5	100.0	100.0	100.0
64	30.0	45.0	19.0	100.0	100.0	100.0
65	30.0	45.0	24.0	100.0	100.0	100.0
66	40.0	45.0	20.0	100.0	100.0	100.0
67	40.0	50.0	20.0	100.0	100.0	100.0
68	50.0	50.0	20.0	100.0	100.0	100.0
69	80.0	80.0	20.0	100.0	100.0	100.0
70	100.0	100.0	100.0	100.0	100.0	100.0

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Future Benefit Accruals:	1.0 year of service per year.
Unknown Data for Members:	Same as those exhibited by members with similar known characteristics. If not specified, members are assumed to be male.
Definition of Active Members:	First day of pay period following employment.
Net Investment Return on Plan Assets:	6.50%, net of investment expenses.
Net Investment Return on Non-Plan Assets	3.58%
Actuarial Value of Assets:	Market value of assets
Data:	Detailed census data and financial data for postemployment benefits were provided by the County of Sonoma.
Actuarial Cost Method:	Entry Age, Level % of pay
Measurement Date:	June 30, 2017
Census Date:	June 30, 2016
Annual Inflation Rate:	3.00%
Annual Payroll Growth:	3.50%

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Salary Scale:

Annual Rate of Compensation Increase (%)

Inflation: 3.00% per year; plus "Across the Board" salary increases of 0.50% per year; plus Merit and Promotion increases as follows:

Years of Service	General	Safety
0	6.00	8.50
1	5.00	4.75
2	3.75	3.75
3	2.50	2.75
4	1.50	1.75
5+	0.50	0.50

Administrative Expenses:

HMOs — Administrative expenses were included in the premiums, not valued separately.

County Plan — An annual ASO fee for Fiscal Year 2016-2017 of $322 per retired life was valued.

Other — We include any expense associated with benefits (ASO, for example) or any administrative fees paid out of an OPEB trust. In accordance with the GASB Implementation Manual, we do not include County personnel or system costs to operate the plan.

Marital Status: At the time of retirement, 70% of male employees and 35% of female employees are assumed to have spouses who elect coverage.

Spouse Age Difference: Husbands are assumed to be 3 years older than their wives.

Participation: Active employees hired before January 1, 2009 with medical coverage, 90% are assumed to continue medical coverage at retirement.

Active employees hired on and after January 1, 2009, 0% are assumed to elect medical coverage at retirement.

Health Care Cost Subsidy Trend Rates:

Health care trend measures the anticipated overall rate at which health plan costs are expected to increase in future years. Trend rates are used to increase the stated subsidies into the future. For example, if the County Plan drug cost for the plan year 2016-2017 was $1,000, the assumed cost for 2017-2018 would be $1,075 [($1,000 x (1+7.50%)].

Year Ending June 30	County Health Plan Prescription Drug	County Health Plan Medical	HMO	Medicare Part B Premium*
2017	7.50%	8.50%	**	0.00%
2018	7.00%	8.00%	6.75%	0.00%
2019	6.50%	7.50%	6.50%	0.00%
2020	6.00%	7.00%	6.25%	0.00%
2021	5.50%	6.50%	6.00%	0.00%
2022	5.00%	6.00%	5.75%	0.00%
2023	5.00%	5.50%	5.50%	0.00%
2024	5.00%	5.00%	5.25%	0.00%
2025 and later	5.00%	5.00%	5.00%	0.00%

* *Note that we have assumed that under the new plan, Sonoma County will not increase its reimbursement beyond the 2008 calendar year premium level of $96.40.*

***Varies based on actual renewal.*

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Plan Design:	Development of plan liabilities was based on the substantive plan of benefits in effect as described in Exhibit III.
Per Capita Cost Development:	
Blue Cross (Medical and Drugs)	Per capita claims costs were based on actual paid claim experience furnished by the County for the period July 1, 2013 through June 30, 2016. Claims were separated by plan year and participant status (Medicare vs. Non-Medicare), then adjusted as follows: ➢ paid claims were multiplied by a factor to yield an estimate of incurred claims, ➢ total claims were divided by the number of adult members to yield a per capita claim, ➢ the per capita claim was trended to the midpoint of the valuation year at assumed trend rates, and ➢ the per capita claim was adjusted for the effect of any plan changes. Per capita claims for each plan year were then combined by taking a weighted average. The weights used in this average account for a number of factors including each plan year's volatility of claims experience and distance to the valuation year. Actuarial factors were then applied to the weighted average cost to estimate individual retiree and spouse costs by age and by gender.
HMO Plan (Medical and Drugs)	Per capita costs were based on the actual HMO monthly premiums. Actuarial factors were applied to the non-Medicare premiums to estimate individual retiree and spouse costs by age and by gender.
Other	The monthly subsidy for Medicare Part B premiums for the year 2016-17 was $96.40, resulting in an annualized premium of $1,157.

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Per Capita Costs (continued)

	Kaiser Permanente Traditional HMO				Kaiser Permanente Hospital Services DHMO			
	Retiree		Spouse		Retiree		Spouse	
Age	Male	Female	Male	Female	Male	Female	Male	Female
50	$9,068	$10,329	$6,334	$8,294	$8,516	$9,700	$5,949	$7,789
55	10,769	11,119	8,476	9,600	10,114	10,442	7,960	9,016
60	12,790	11,985	11,347	11,134	12,011	11,255	10,656	10,457
64	14,673	12,714	14,324	12,531	13,780	11,940	13,452	11,769
65	3,785	3,217	3,785	3,217	N/A	N/A	N/A	N/A
70	4,387	3,467	4,387	3,467	N/A	N/A	N/A	N/A
75	4,727	3,732	4,727	3,732	N/A	N/A	N/A	N/A
80	5,090	4,023	5,090	4,023	N/A	N/A	N/A	N/A

	Kaiser Permanente Deductible First DHMO				Sutter			
	Retiree		Spouse		Retiree		Spouse	
Age	Male	Female	Male	Female	Male	Female	Male	Female
50	$7,196	$8,196	$5,026	$6,581	$9,265	$10,554	$6,472	$8,474
55	8,546	8,823	6,726	7,618	11,004	11,361	8,660	9,809
60	10,149	9,510	9,004	8,835	13,068	12,245	11,593	11,376
64	11,644	10,089	11,366	9,944	14,992	12,990	14,635	12,804
65	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
70	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
75	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Per Capita Costs (continued)

	Western Health Advantage				UHC-AARP			
	Retiree		Spouse		Retiree		Spouse	
Age	Male	Female	Male	Female	Male	Female	Male	Female
50	$8,635	$9,835	$6,031	$7,897	N/A	N/A	N/A	N/A
55	10,255	10,587	8,071	9,141	N/A	N/A	N/A	N/A
60	12,178	11,412	10,804	10,602	N/A	N/A	N/A	N/A
64	13,972	12,106	13,639	11,932	N/A	N/A	N/A	N/A
65	N/A	N/A	N/A	N/A	$2,614	$2,222	$2,614	$2,222
70	N/A	N/A	N/A	N/A	3,030	2,395	3,030	2,395
75	N/A	N/A	N/A	N/A	3,265	2,578	3,265	2,578
80	N/A	N/A	N/A	N/A	3,516	2,779	3,516	2,779

	County Plan							
	Medical				Drug			
	Retiree		Spouse		Retiree		Spouse	
Age	Male	Female	Male	Female	Male	Female	Male	Female
50	$10,064	$11,464	$7,030	$9,205	$3,047	$3,470	$2,128	$2,786
55	11,953	12,340	9,407	10,655	3,618	3,736	2,848	3,225
60	14,195	13,301	12,593	12,357	4,297	4,026	3,812	3,741
64	16,285	14,111	15,898	13,908	4,930	4,271	4,812	4,210
65	1,799	1,529	1,799	1,529	5,103	4,338	5,103	4,338
70	2,085	1,648	2,085	1,648	5,915	4,675	5,915	4,675
75	2,247	1,774	2,247	1,774	6,374	5,032	6,374	5,032
80	2,419	1,912	2,419	1,912	6,864	5,425	6,864	5,425

Retiree Health Insurance Premiums Used in the June 30, 2016 Valuation

For retirees in pay status, we use the relevant premiums provided on participant records. In cases where the carrier elections are unknown, we will assume the participant elects carriers in the same proportion as current retirees in that group. The table below shows the distribution of medical insurance carriers for retirees as of June 30, 2016 and premium rates for the premium year ending May 31, 2017.

	Under Age 65			
	Election Percent			
Carrier	Assumed		2016-2017	2017-2018
County Health Plan PPO	17%	Single	$1,296.18	N/A
		Participant + 1	2,547.92	N/A
County Health Plan EPO	5%	Single	1,067.38	N/A
		Participant + 1	2,085.06	N/A
Kaiser Permanente (California) Traditional HMO	63%	Single	695.44	$754.14
		Participant + 1	1,390.90	1,508.29
Kaiser Permanente (California) Hospital Service DHMO	4%	Single	559.94	607.20
		Participant + 1	1,119.88	1,214.40
Kaiser Permanente (California) Deductible First DHMO	4%	Single	519.60	563.45
		Participant + 1	1,039.20	1,126.91
Sutter Health Plan HMO	7%	Single	575.06	575.06
		Participant + 1	1,150.20	1,150.20
Western Health Advantage HMO	0%	Single	667.36	694.38
		Participant + 1	1,334.72	1,388.78

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Retiree Health Insurance Premiums Used in the June 30, 2016 Valuation (continued)

	Age 65 and Over		
	Election Percent	Single Party Over 65	
Carrier	**Assumed**	**2016-2017**	**2017-2018**
County Health Plan PPO	35%	N/A	N/A
County Health Plan EPO	0%	N/A	N/A
Kaiser Senior Advantage	45%	$325.59	$322.33
UHC AARP*	20%	$217.84	N/A

* *Average based on premiums for various areas, as reported for current retirees.*

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Dental Subsidy	Because most retirees are assumed to pay the full cost of dental insurance, dental benefits will not be included in this valuation. County paid dental coverage will not be valued as the number of current and future retirees eligible for this benefit is de-minimis.
Medicare Part B Subsidy	We have assumed that the County of Sonoma will reimburse the basic monthly premium of $96.40 for 2009 and thereafter with no future increases. We have assumed that retirees will pay any additional premium. In addition, employees hired after December 31, 2008 will not receive County paid reimbursement for Medicare Part B premiums.

EXHIBIT 3

Summary of Current Plan

This exhibit summarizes the major benefit provisions as included in the valuation. To the best of our knowledge, the summary represents the substantive plans as of the measurement date. It is not intended to be, nor should it be interpreted as, a complete statement of all benefit provisions.

Eligibility:

Participant must retire from County service, covered under a medical plan of the County at the time of retirement, and be eligible to receive a monthly pension from the Sonoma County's Employees Retirement Association (SCERA) defined benefit pension plan at the time of retirement.

- For retirees hired prior to January 1, 2009 and retired after June 30, 2016 with 10 years of service is required to receive County subsidy

  -No change in Current Plan

- For Employees hired after December 31, 2008 will not be eligible for the $500 subsidy or the Medicare Part B Subsidy. They will continue to receive the implicit subsidy.

  -No change in Current Plan

- For retirees hired prior to January 1, 2009 and retired by June 30, 2016 with 10 years of service is required to receive County

  - Subsidized ($500 contribution) medical coverage from June 1, 2016 through May 31, 2026

  - Subsidized ($200 contribution) medical coverage from June 1, 2026 through May 31, 2041

Effective April 10, 2007, disability retirees are subject to the same service requirements as regular retirees[1].

In the case of a line-of-duty death, dependents of the deceased law enforcement member(s) are eligible to receive County-subsidized medical coverage[2].

[1] Disability retirees offered medical benefits prior to 2007 were allowed to keep this coverage, even if they did not meet the 10-year requirement.

[2] Pursuant to California Labor Code §4856.

Benefit Types:	Retirees are eligible for medical and drug benefits provided under two self-insured indemnity plans administered by Anthem Blue Cross (County Health Plan PPO or County Health Plan EPO). In addition, retirees not yet eligible for Medicare can enroll in any of three Kaiser plans, Sutter Health or Western Health Advantage HMOs, while retirees eligible for Medicare can enroll in a Kaiser HMO or a UHC AARP HMO. Medicare Part B premiums are reimbursed by the County to eligible retired members at a fixed contribution of $96.40 per month, but not to dependents. In addition, retirees are eligible for dental benefits from Delta Dental at full cost to the retiree. Since these benefits are fully paid by the retirees, they have been excluded from this valuation.
Duration of Coverage:	Except as noted above, lifetime, subject to continuing support by the Board of Supervisors
Dependent Benefits:	Same as retirees
Dependent Coverage:	Benefits are available for dependents. However, the County does not subsidize coverage for all dependents, except as noted in footnote 2 on first page of Exhibit III. As of April 2007, disabled retirees qualify for dependent coverage the same as regular retirees.
County Contributions Toward Benefit:	Retirees may elect to enroll in any County offered medical plan and shall pay for all costs in excess of the County contribution dollar amount. For plans with premiums under the dollar subsidy level, the County will pay the full cost of the coverage up to that subsidy level per month. Most retirees are responsible for the full cost of dental coverage. Therefore, no retiree dental costs have been reflected in this valuation.
Medicare Integration for the PPO Plan:	Carve-out method in which the plan benefit is first determined without regard to Medicare payments, and is then reduced by the amount of such payment

EXHIBIT 4

Summary of Participant Data

	June 30, 2016		
	Deputy Sheriffs (DSA 0046)	**Deputy Sheriffs (DSA 0047)**	**Law Enforcement Management (DSLEM 0043)**
Active Participants*			
Number	121	30	13
Average age	43.8	47.5	49.1
Average years of service	14.8	19.7	21.9
Average expected retirement age	53.8	53.9	54.2

** Actives hired prior to January 1, 2009*

Segal Consulting

100 Montgomery Street Suite 500 San Francisco, CA 94104-4308
T 415.263.8283 www.segalco.com

Andy Yeung ASA, MAAA, FCA, EA
Vice President & Actuary
ayeung@segalco.com

VIA E-MAIL & USPS

August 6, 2018

Ms. Julie Wyne
Chief Executive Officer
Sonoma County Employees' Retirement Association
433 Aviation Boulevard, Suite 100
Santa Rosa, CA 95403-1069

Re: Sonoma County Employees' Retirement Association (SCERA)
Disclosure under Government Code Section 31515.5 in compliance with Section 23026 – DSA

Dear Julie:

As requested, we are providing this letter with our analysis of the impact of several proposed changes in elements of pay and their potential impact on cost to provide benefits through SCERA as required under California Government Code Section 31515.5 in compliance with Section 23026.

BACKGROUND

We have been asked to prepare a Disclosure for the above Government Code Sections regarding salary changes proposed for approximately 225 Safety County members covered under DSA. The proposed changes in salaries and benefits that we have reviewed were provided by the County and are outlined in Exhibit 1 attached.

Prior to authorizing changes in salaries or benefits, we understand that the above Government Code Sections require certain disclosures be provided, including an explanation of the financial impact that the proposed benefit change or salary increase will have on the funding status of the county employees' retirement system.

RESULTS

After reviewing the proposed salary increases for employees covered under DSA as provided by the County and outlined in Exhibit 1, we have concluded that the assumptions applied in the December 31, 2016 Valuation to develop the employer costs for the 2018/2019 Fiscal Year for the Safety County membership group, are sufficient to cover the costs of the proposed salary increases under item 1 for this group. Further, the savings from the proposed salary increases are sufficient to cover the increase in the County's normal cost contributions due to the paid parental leave under item 2.

The proposed salary increases under item 1, as described herein, would decrease the Safety County total employer and employee normal cost by approximately $10,000 in the first year. When averaged over Plans A and B, a Safety County employee is expected to pay about 35% of the total normal cost[1], resulting in a decrease to the employer's normal cost contribution by roughly $7,000. Additionally, the proposed salary increases would decrease the Safety County Unfunded Actuarial Accrued Liability (UAAL) by $145,000, which translates to a decrease in the amortization payment by approximately $10,000 in the first year, for a total employer contribution decrease of about $17,000.

The proposed paid parental leave under item 2 would increase the Safety County total employee and employer normal cost contributions by approximately $15,000 in the first year. When averaged over Plans A and B, a Safety County employee is expected to pay about 35% of the total normal cost[1], resulting in an increase to the employer's normal cost contribution by roughly $10,000. The contribution decrease of about $17,000 calculated above is sufficient to cover the increase in employer normal cost contributions due to the paid parental leave for a net total employer contribution decrease of about $7,000.

ANALYSIS

Exhibit 1 (attached) outlines the proposed changes to the elements of pay. For those changes of pay elements that are deemed to be pensionable, we have included our analysis below.

Pensionable Elements of Pay

The employer costs developed in our Actuarial Valuation and Review as of December 31, 2016 includes a 3.50% annual wage growth assumption that is applied to project all future salary amounts for pension purposes.

In Exhibit 1 we have listed the two items and the associated increase in the proposed pensionable elements of pay. The total increase in Safety County salary for item 1 is expected to be approximately $824,850. This is equivalent to $3,666 each over the 225

[1] The 35% of the total normal cost expected to be paid by the Safety County employees reflects payment of 50% of the Normal Cost by Plan B members, however, for Plan A members it has been calculated prior to reflecting any additional contributions (i.e., above those determined under the County Employees Retirement Law of 1937 for Plan A members) that may have been agreed to be paid by those employees covered under DSA.

Safety DSA positions that have been communicated to us by the County. Even though we do not have complete data as to the exact employees who would be eligible for the proposed changes, if we take the average salary increase stated above of $3,666 and divide it by the average Safety DSA member salary of $109,725 (as provided by the County), we estimate an average increase in salary of 3.34% as a result of the proposed changes. This increase is less than our 3.50% wage increase assumption by 0.16%. Please refer to the Results section of this letter for the contribution decrease from these salary changes.

Also in Exhibit 1 we have listed the estimated increase in pensionable pay for item 2. In our December 31, 2016 valuation, the normal cost rates have been calculated assuming all members would work prospectively on a full time basis. In practice, if members subsequently take an unpaid leave then the County would recognize a normal cost contribution savings during that time (as no such contributions would be made). Under the proposed paid parental leave, a portion of the leave that would previously have been unpaid will now be paid by the County. We have estimated this increase in pay to be $62,998, as detailed in Exhibit 1. Since the total normal cost contribution for a Safety County member (weighted for Plan A and Plan B members) is 26.40%, then the additional total normal cost contributions as a result of this proposed increase would be approximately $15,000. Please refer to the Results section of this letter for the derivation of the employer contribution increase due to the paid parental leave.

Non-Pensionable Elements of Pay

It is our understanding that SCERA and the County have rendered a determination that Items 3 – 7 in Exhibit 1 are non-pensionable elements of pay. Therefore, these items will not have any impact on the level of benefits and will not increase the employer cost of the plan.

The undersigned is a member of the American Academy of Actuaries and I meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein.

Please let us know if you have any questions on this information.

Sincerely,

Andy Yeung

Andy Yeung

EK/bbf
Enclosure

Exhibit 1

Summary of Elements of Pay – DSA

Item	Pensionable Elements of Pay		
		Eligible Employee Count	**Estimated Amount**
1	One time lump sum	Safety: 225	Safety[2]: $824,850
2	Paid parental leave	Safety: 11.25	Safety[3]: $62,998
	Non-Pensionable Elements of Pay		
3	8 hours of holiday time on Cesar Chavez day		
4	8 hours of floating holiday time each calendar year		
5	Increase in County's contributions for Medical Premiums		
6	Increase in County's contributions for Dental Premiums		
7	Increase in Compensatory Time bank maximum number of hours		

[2] The estimated cost for item 1 was provided directly by the County.

[3] The cost for item 2 has been estimated by Segal using the following data items and formula: (i) number of eligible employees taking this leave of 11.25 (as provided by the County) times (ii) the average Safety DSA member salary of $109,725 (as provided by the County) times (iii) the ratio of the number of hours of paid parental leave to the full-time equivalent number of hours (i.e., eight 40-hour weeks over 2088 hours) times (iv) 33.3% (i.e., the amount of leave that would have otherwise been unpaid).

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number:
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of the County of Sonoma

Board Agenda Date: August 14, 2018	**Vote Requirement:** Informational Only
Department or Agency Name(s): Human Resources	
Staff Name and Phone Number:	**Supervisorial District(s):**
Carol Allen 707-565-2549	All

Title: Actuarial Valuation of Proposed Changes to the Memorandum of Understanding extension between the County of Sonoma and the Deputy Sheriff's Law Enforcement Management Unit.

Recommended Actions:

A. Receive and review the Tentative Agreement for a potential extension of the Memorandum of Understanding ("MOU") between the County of Sonoma ("County") and the Deputy Sheriff's Law Enforcement Management Unit ("DSLEM") for the period of August 28, 2018, through March 31, 2019 so that the Board is informed to receive the following valuations:

1. Valuation of the impact of changes in retiree medical benefits for DSLEM members of bargaining unit 43 resulting from potential changes to the MOU between the County and DSA, pursuant to California Government Code Section 7507.

2. Valuation of the impact of salary and benefit increases for certain members of bargaining unit 43 resulting from potential changes to the MOU between the County and DSLEM, pursuant to California Government Code sections 31515.5 and 23026.

Executive Summary:

Representatives of the County and DSLEM met and conferred and reached a tentative agreement regarding the terms and conditions of employment for an extension of the MOU (Attachment A).

Tentative Agreements (TA) reflect what has been tentatively agreed to as a result of negotiations. The tentative agreement between the County and DSLEM changes the DSLEM's retiree medical benefits, and as a result California Government Code Section 7507 requires the Board to publicly review the impact of the proposed extension of the DSLEM MOU on the County's Other Post Employment Benefit (OPEB) liabilities at least two (2) weeks before any action is taken by the Board to consider and adopt the proposed MOU.

This item contains an informational report and actuarial evaluation, conducted by Segal Consulting, the County's actuary for Other Post Employment Benefit liabilities, to ensure compliance with the law. The valuation looks at the DSLEM and Deputy Sheriff's Association (DSA) in one report (Attachment B). Because they are different unions with different MOUs both requiring separate, future Board action to adopt the proposed changes, staff recommends the clearest approach is to have two distinct Board items discussing the valuations for each union based on their individual TAs. There is a concurrent Board item on this meeting's agenda with similar information for the DSA.

The DSLEM comprises 14 members. The actuary's valuation estimates the impact of the tentative agreement and potential extension to the DSLEM MOU to the County's Total Other Post-Employment Benefits liability for this bargaining group only, is a decrease of $680, and the overall amount changes from $1,754,008 to $1,753,328. An Actuary from Segal Consulting will attend the August 28, 2018 meeting of the Board of Supervisors to discuss the OPEB valuation pursuant to California Government Code section 7507.

This item also contains an informational valuation in accordance California Government Code sections 31515.5 and 23026, to allow the Board to publically review the impact to pension costs of the salary and benefit increases resulting from the TA and potential extension of the DSLEM MOU (Attachment C). These valuations were also conducted by Segal Consulting, the designated actuary for the Sonoma County Employee's Retirement Association ("SCERA").

Next steps to incorporating the terms of the DSLEM TA will be a recommendation to the Board to adopt the proposed DSA MOU with the term of August 28, 2018, through March 31, 2019 at their August 28, 2018 Board meeting.

Discussion:

Given the fiscal uncertainty caused by the October 9, 2017 Sonoma Complex fires, the County proposed a twelve month extension of the MOU with DSLEM. The County and DSLEM have tentatively agreed on terms and conditions, salary and benefits for an extension of the MOU. A brief summary of the tentative agreement (TA) is below. The DSLEM comprises 14 members.

This report and recommended actions are related to the actuarial valuations based on the terms of the tentative agreement. The August 28, 2018 Board of Supervisor's meeting will include a recommendation to adopt the MOU as proposed.

<u>Term of MOU:</u>
August 28, 2018 through March 31, 2019.

<u>One Time Lump Sum Pensionable Payment:</u>
Effective the pay period beginning August 28, 2018, and contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before August 28, 2018, each regular, full time, employee in paid status as of September 10, 2018, shall receive a one-time, non-recurring, pensionable lump sum payment in the amount of $4,392.

Health & Welfare Benefits for Active Employees:
Effective the pay period beginning August 14, 2018, for the pay date of September 5, 2018, the County will contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County offered medical coverage for any eligible full-time regular employee and their dependent(s) as follows:

- Employee Only: $629 per month
- Employee +1: $1,257 per month
- Family: $1,779 per month

Effective the pay date of September 5, 2018 and continuing beyond the term of the MOU extension, the employee contribution to dental premiums will be suspended, resuming July 1, 2020.

Medical Benefits for Future Retirees:
Effective August 28, 2018, Article 6 (Medical Benefits for Future Retirees) is modified to remove any and all references to contributions for active unrepresented Administrative Management employees in the County Salary Resolution No. 95-0926. Future retirees will no longer be required to enroll in a County offered medical plan to receive a County contribution toward retiree medical benefits. The County will contribute a flat $500.00 per month into the DSA Retiree Medical Trust ("DSA RMT") on behalf of eligible bargaining unit members hired before January 1, 2009, and who retire following the effective date of the MOU extension. For bargaining unit members hired on or after January 1, 2009, the County will contribute the same amounts to the DSA RMT as are currently specified in Article 6.3 (County Contribution toward Retiree Medical Plans – Employees Hired On or After January 1, 2009 – Effective January 1, 2009) of the MOU. The County's contributions to medical benefits for future retirees will be deposited directly into the DSA RMT established by Article 6.6 (DSA Retiree Medical Trust) of the MOU. The County will facilitate the transfer of existing Retiree Health Reimbursement Account ("HRA") balances for current employees to the DSA RMT, as allowed by law. DSLEM agrees to the County discontinuing the Medicare Part B Reimbursement of $96.40 per month for bargaining unit members hired before January 1, 2009 and who retire after the effective date of the MOU extension.

Vacation Accrual and Compensatory Time Off:
Effective upon final adoption of the extension, the reversion language in Article 15.3 (Vacation Accrual – Rates) will be stricken and the maximum vacation accrual will remain at 500 hours. The maximum compensatory time off ("CTO") accrual will revert to 80 hours.

Holidays:
Each bargaining unit member will be granted eight (8) floating holiday hours each calendar year. The floating holiday hours may be taken, with prior approval, at any time during the calendar year but may not be carried over into the next calendar year. There will be no cash out of unused floating holiday hours.

Employees will receive an eight (8) hour Cesar Chavez holiday on March 31st of each year, to honor and celebrate his important work on civil rights for laborers, particularly in the Latino community.

Paid Parental Leave:

Effective October 1, 2018, for eligible events that occur on or after Board adoption of the MOU, any permanent or probationary employee who has been continuously employed by the County for at least 12 months prior to the start of the leave shall be eligible for 320 hours of Paid Parental Leave within 12 months of the birth of a child or placement of a child with the employee for adoption or foster care. Part-time employees shall be eligible for this benefit based on pro-rated hours.

Favored Nation Clause:
If, during the term of the MOU extension another bargaining unit other than 0049 (Board of Supervisors), 0050 (Administrative Management), and 0052 (Department Heads) receives an increase or improvement in compensation or other economic benefits that is greater than agreed to by DSLEM, the County agrees to open the MOU and meet and confer with DSA on the subject of compensation.

Government Code Compliance Requirements:
Cal Gov't Code §23026 and Cal Gov't Code §31515.5
Various provisions of the California Government Code require certain disclosures before the Board can adopt changes in salaries or benefits, with additional disclosure required for changes in pension and other post-employment benefits. Any changes in salaries and benefits must be adopted at a public meeting of the Board (Cal Gov't Code §23026). Notice of the consideration of such increases must be provided prior to the meeting and shall include "an explanation of the financial impact that the proposed benefit change or salary increase will have on the funding status of the county employees' retirement system." (Cal Gov't Code §31515.5).

Based on the letter received by Segal Consulting, the proposed one-time, pensionable, lump-sum payment and the costs of the Paid Parental Leave program are within the future years' 3.5% annual wage increase assumptions applied in the December 31, 2016 actuarial valuation; and therefore, Segal's analysis, included as Attachment C, states that the proposed changes will not materially impact the ongoing cost of the plan and funding status of SCERA.

Cal Gov't Code §7507
In addition, when considering changes in retirement benefits or other postemployment benefits, the Board "shall secure the services of an actuary to provide a statement of the actuarial impact upon future annual costs, including normal cost and any additional accrued liability, before authorizing changes in public retirement plan benefits or other postemployment benefits." (Cal Gov't Code §7507). When there are changes in retirement benefits or other postemployment benefits, the statement of actuarial impacts shall be provided by an enrolled actuary and shall be made public at a meeting at least two weeks before the adoption of the increase in benefits. (Cal Gov't Code §31516).

The Tentative Agreement proposes to change the Other Post-Employment Benefits provided to current employees who were hired prior to January 1, 2009, and who retire on or after your Board approves the Tentative Agreement and changes to the MOUs with DSLEM (and Deputy Sheriff Association (DSA)). The County engaged Segal Consulting to complete the valuation as required by law (Attachment B). The valuation provides an actuarial analysis of the impact to the County's OPEB liability for retiree medical costs resulting from potential MOUs with both the DSA and DSLEM. The valuation was based on the data and assumptions applied in the June 30, 2017 actuarial valuation, the latest valuation completed for the County. The actuary's valuation estimates the impact of the tentative agreement and potential

extension to the DSLEM MOU to the County's Total Other Post-Employment Benefits liability for these bargaining groups, will result in a decrease of $$680 in liability, and the overall amount changes from $1,754,008 to $1,753,328.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 3: Invest in the Future

The valuations and tentative agreement reflects the joint efforts of the County and DSLEM to provide fiscally responsible salary and benefit enhancements.

Fiscal Summary

Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

There are no fiscal impacts in this report. This report provides the Board the opportunity to receive and consider actuarial valuation information in advance of adopting a proposed, successor MOU. Fiscal and budgetary costs associated with the proposed MOU will be included at the time of the recommendation to the Board to adopt the new MOU.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
Attachment A: TA between the County of Sonoma and DSLEM Attachment B: Segal Actuarial Valuation – GC 7507 Attachment C: Segal Actuarial Valuation – GC 31515.5 and GC 23026
Related Items "On File" with the Clerk of the Board:

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CC JNTY OF SONOMA

AND

DEPUTY SHERIFF'S LAW ENFORCEMENT MANAGEMENT UNIT

(DSLEM)

~~December 10~~August ~~7~~28, ~~2015~~ 2018 – March 31, ~~2018~~2019

Unit 43

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SONOMA
AND
SWORN LAW ENFORCEMENT MANAGEMENT UNIT (DSLEM)
~~2015~~2018-~~2018~~2019

JS 7.25.18

ARTICLE 2: TERM

2.1 The following Articles shall constitute the wages, hours and other terms and conditions for employees in bargaining units listed in Article 1 of this Memorandum. The parties agree that all changes contained herein shall become effective on upon Board adoption, on ~~December~~ August ~~10~~28, ~~2015~~2018, unless otherwise specified. This Memorandum shall expire and otherwise be fully terminated at 11:59 P.M. on, March 31, ~~2018~~2019.

2.2 In the event either party desires to negotiate a successor Memorandum of Understanding, that party shall serve on the other party by October 1, ~~2017~~2018, its written request to commence negotiations.

ARTICLE 4: SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

4.1 Salaries

a. Salary range/scale shall be as specified in Appendix A for each classification contained within each of the units represented by the Association.

b. Effective with the pay period that begins March 1, 2016, the County shall increase by three percent (3.0%) the A Step of each Civil Service job class range/scale in the Salary Table specified in Appendix A and attached to this Agreement.

c. Effective with the pay period that begins on March 14, 2017, the County shall increase by three percent (3.0%) the A Step of each Civil Service job class range/scale in the Salary Table specified in Appendix A and attached to this Agreement.

d. ~~Comparable~~ Comparison Agencies

~~A salary-only market survey shall be conducted no later than May 1, 2012. Base salaries shall be increased to reach 100% of the market average, not to exceed a 4% increase, effective the first full pay period following August~~

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JJ 7.25.18

~~10, 2012. Comparison agencies utilized shall be (all county agencies): Alameda, Contra Costa, Marin, Napa, and San Mateo. For informational purposes only, the City of Santa Rosa shall be surveyed as well.~~

~~During the negotiations leading to this MOU the parties did not agree on comparable agencies. The paragraph above is included in this 2015 - 2018 MOU for historical information only, does not reflect a current agreement, and does not require any future action.~~

Unless mutually agreed to, all classifications within bargaining unit 0043 shall utilize the following for comparable agency purposes:

Alameda County, Contra Costa County, Marin County, Napa County, Sacramento County, San Mateo County, San Luis Obispo County, Santa Clara County, Santa Cruz County, Solano County, and the City of Santa Rosa shall all be included as comparable agencies.

~~The benchmark market average will henceforth be determined by calculating the total compensation of each benchmark classification within each agency within the composite list of eleven agencies then removing the two agencies showing the highest and lowest total compensation per benchmark classification.~~

For purposes of understanding market data in applicable classification studies, top-step salary of comparable job classifications within the composite list of eleven agencies will be determined, then the two agencies showing the highest and lowest top-step salary will be removed from the calculation. At least four match classes must exist in order to conclude there is sufficient market data.

4.2 Salary Upon Appointment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary range/scale for the class.

In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a rate higher than the minimum upon recommendation of the department head with approval of the County.

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4.3 Consideration Upon Reappointment Or Return

A full-time or part-time employee who resigns in good standing and is reappointed on a full-time or part-time or extra-help basis in the same, or a closely related class in the same or a lower salary range/scale, within two years of resignation shall not be paid less than two steps below the step paid at the time of resignation. Approval of the County is required only if the person is rehired at a step which exceeds the step paid at the time of resignation. A full-time or part-time employee who resigns in good standing and, within one month of the date of resignation, is appointed to an extra-help job in any unrelated class may, with approval of the department head, receive the salary step rate which is closest to but does not exceed the step rate received upon resignation.

4.4 Extra-Help To Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position in any class and without a break in service, shall be paid at a step in the appropriate salary range/scale which is nearest in amount to that of the step received in the classification in which the employee was extra-help. Employment at a higher salary step not to exceed the maximum of the range/scale may be authorized upon recommendation of the department head and approval of the County.

4.5 Extra-Help To Extra-Help Appointment

An extra-help employee who is appointed to another extra-help job in the same class or in another class to which the same salary range/scale is applicable, shall continue to receive the same salary step.

An extra-help employee who was employed in one class and who, without a break in service, is appointed as an extra-help employee, to a different class at a lower salary range/scale, shall receive the salary rate step in the lower range/scale which is closest to, but not exceeding, the rate paid in the former range/scale. This provision does not apply to extra-help employment in more than one extra-help position.

4.6 Return Of Extra-Help Employees

When an extra-help employee returns within one year from the date of termination to a classification which the employee previously occupied, the employee shall receive the same step of the range/scale as the employee received upon separation. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for a merit increase.

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4.7 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two years from date of layoff in the same class from which separated, or in a closely related class in the same salary range/scale or in a lower salary range/scale than the class from which separated, shall be paid at the same step in the salary range/scale as the employee was paid at the time of displacement, layoff, or voluntary demotion, or the step of the range/scale which is closest to but not exceeding the rate the employee is currently being paid as a County employee, whichever is greater. Such employee shall be considered for a merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for a merit increase.

4.8 Salary Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position or a class allocated to a higher salary range/scale than the class from which the employee was promoted shall receive the salary step rate of the appropriate range/scale which would constitute an increase of salary most closely equivalent to but not less than five (5) percent of the employee's salary step rate before promotion, but not less than the minimum salary range/scale of the new class nor greater than the maximum salary of the new class.

If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who receives a promotion from line staff to a supervisory position or class shall receive the salary step of the appropriate scale that would constitute an increase of salary most closely equivalent to but not less than ten (10) percent of the employee's salary step before promotion but not less than the minimum salary step of the new class or greater than the maximum salary step of the new class. If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay status, exclusive of overtime subsequent to promotion, equals 1,040 hours. The effective date of the merit increase shall be in accordance with Article 4.18.

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4.9 Advanced Salary Upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Human Resources Director may recommend to the County Administrator that the person being promoted shall receive a rate of pay which is higher than that to which the employee is entitled, but does not exceed the top of the range/scale.

4.10 Salary Upon Demotion During Probation (Failed Probation)

Any full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status shall have the employee's salary reduced to the salary the employee would have received if the employee had remained in the lower class throughout the employee's period of service in the higher class. The employee's eligibility for merit advancement shall be determined as if the employee had remained in the lower class throughout the period of service in the higher class.

4.11 Salary Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Article 4.10 above do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary range/scale than the class from which the employee is demoted shall have the employee's salary reduced to the salary in the range/scale for the new class next lower than, or not more than five (5) percent lower than, the salary received before demotion, except that such employee shall not be paid more than the maximum of the range/scale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

4.12 Salary Upon Voluntary Demotion

A full or part-time employee, to whom the circumstances described in Article 4.10 above do not apply, who is demoted voluntarily or who displaces as a result of layoff to a position in a class which is allocated to a lower salary range/scale than the class from which the employee is demoted or displaced as a result of layoff shall receive the highest salary step in the range/scale for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary range/scale for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

4.13 Salary Upon Reappointment From Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class, within two

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years, shall be reappointed at either the same step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

4.14 Salary Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same job class or in another class to which the same salary range/scale is applicable, shall be placed at the same salary step which the employee was receiving prior to the transfer.

A full or part-time employee who transfers from one allocated position in a job class to another allocated position in a closely related class as defined in the Civil Service Rules, for which s/he possesses the minimum qualifications, shall be paid at the step in the new range/scale nearest the amount to what the employee received prior to transfer.

4.15 Salary Upon Reallocation of Class

An employee in a position of a class which is reallocated from one salary range/scale to another shall continue to receive the same salary step.

4.16 Salary Upon Reclassification of Position

Whenever a position is reclassified to a class which is allocated to the same salary range/scale, the incumbent shall retain the same salary step received prior to the reclassification if the incumbent is appointed to fill the position in accordance with Civil Service Rules.

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary range/scale, the salary of the incumbent shall be as provided by this section upon promotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules.

Whenever a position is reclassified to a class which is allocated to a lower salary range/scale, the salary of the incumbent shall be as provided by this section upon voluntary demotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules. Whenever the effect of reclassification is to reduce the salary of an incumbent appointed to the position, the Board of Supervisors may, upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, until a percentage increase in pay may be authorized, or as otherwise agreed to by the affected employee and the department head, with the approval of the Human Resources Director and the Association, whichever first occurs.

JS 7.25.18

Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y-rate) of the salary range/scale for the employee's class.

4.17 Merit Advancement Within Salary Range/Scales

Merit increases within a range/scale shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the employee's department head. Merit increases shall be made within the appropriate salary range/scale for the class by computing the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly salary.

Each employee shall be considered for an initial merit increase when the employee's total hours in pay status exclusive of overtime within the current class equals 1,040 hours. Each such employee shall be considered for subsequent merit increases when the employee's total hours in pay status, exclusive of overtime at each step to which advanced, equals 2,080 hours.

4.18 Effective Date Of Merit Increase

All merit increases will be effective on the date that the employee is eligible in accordance with Section 4.17 (Merit Advancement Within Salary Range/Scale).

4.19 Salary Upon Temporary Promotion

An employee assigned by the department head to perform the full range of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an approved leave of absence, who is expected to serve continuously in such assignment for more than 15 consecutive days of work, shall be paid according to the salary of the range/scale for the new class which would constitute an increase in salary at the step most closely equivalent to five (5) percent greater than the employee's salary before promotion, but not less than minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in such assignment and shall be entitled to receive increases for the position in accordance with the merit increase section of this Memorandum as though the employee had been appointed on the day that the employee began to receive the salary designated for the position.

4.20 POST Premiums

Each eligible employee who has been awarded a valid Intermediate or Advanced Certificate issued by the California Commission on Peace Officers' Standards and Training (POST) shall be eligible for POST premium compensation upon presentation of said certificate to the County.

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Each eligible employee who has been awarded a valid POST Intermediate Certificate shall receive 3.25% of base hourly rate thereafter; each eligible employee who has been awarded a valid Advanced Certificate shall receive 6.75% of base hourly rate thereafter, added to the employee's base hourly rate for all compensation. Each eligible employee who has been awarded a valid supervisory certificate shall receive 8.0% of base hourly rate thereafter, added to the employee's base hourly rate for all compensation purposes, including overtime.

The premiums listed in this Section 8.8 represent the maximum amount paid at the respective level and are not subject to stacking.

Each Assistant Sheriff who has been awarded an Advanced Certificate issued by the California Commission on Peace Officer's Standards and Training (POST) shall be eligible for POST Premium compensation upon presentation of said certificate to the County. Each eligible Assistant Sheriff who has been awarded a valid Advanced Certificate shall receive three percent (3%) of base hourly rate thereafter, added to the employee's base hourly rate for all compensation purposes.

The payments set forth in this article shall become effective at the beginning of the first full pay period following date of eligibility or application for the specified POST premium, whichever date is later.

4.21 Specialty Premium – Town Of Windsor Chief

One Sheriff's Lieutenant may be appointed as the Chief for the Town of Windsor. The incumbent will receive a five percent (5%) premium for all hours in pay status. Should the service contract between the County and the Town of Windsor be terminated or revised to discontinue the premium at the discretion of the Town, this premium will be discontinued. There is no guarantee period associated with this specialty premium.

4.22 Specialty Premium – City Of Sonoma

One Sheriff's Lieutenant may be appointed as the Chief for the City of Sonoma. The incumbent will receive a five percent (5%) premium for all hours in pay status. Should the service contract between the County and the City of Sonoma be terminated or revised to discontinue the premium at the discretion of the City, this premium will be discontinued. There is no guarantee period associated with this specialty premium.

4.23 Hourly Cash Allowance

Effective the first full pay period closest to May 19, 2009, the County shall pay each permanent full and part-time employee, in addition to their hourly

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regular earning rate from the salary schedule, a cash allowance of $3.45 per pay status hour that the employee is in paid status excluding overtime, up to a maximum of 80 hours in a pay period, or approximately a maximum of $600 per month.

Such hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for the purposes of computing employees' final compensation for pension purposes, as well as all usual taxation as their regular earning rate from the salary schedule. It shall not be included on the salary schedule and shall not be impacted by future increases on the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

4.24 One-Time, Lump Sum, Non-Recurring And ~~Non-~~Pensionable Payments

~~A. On December 18, 2013, the County shall pay each full-time represented employee a one-time, lump sum, non-recurring, and non-pensionable payment of three thousand six hundred fifty ($3,650). On December 14, 2013, for each part-time represented employee, the County shall pay an FTE prorated one-time, lump sum non-recurring, and non-pensionable payment.~~

~~B. On December 17, 2014, the County shall pay each full-time represented employee a one-time, lump sum, non-recurring, and non-pensionable payment of three thousand six hundred fifty ($3,650). On December 16, 2014, for each part-time represented employee, the County shall pay an FTE prorated one-time, lump sum non-recurring, and non-pensionable pay~~

Effective the pay period beginning August ~~14~~28, 2018, contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before August 28~~7~~, 2018, each regular, full time, ~~active~~ employee in paid status as of ~~the last day of the pay period~~September 10, 2018 shall receive a one-time, non-recurring, pensionable payment in the amount of $4,392.00 dollars.

The above amount shall be prorated for eligible part time employees based on their allocated full-time equivalent (FTE) as of the last day of the pay period.

The one-time payments shall be subject to all applicable federal, state, and local tax withholdings. The payments will not be included in wages for computation of overtime, benefits, or for any other purpose.

In addition, the lump sum payment will be paid to bargaining unit members who have submitted a retirement application to SCERA and who retire on or after August 29, 2018 and on or before September 10, 2018.

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ARTICLE 5: HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

5.1 Active Employee Health Plans

An eligible employee is allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan and/or dependent life insurance, or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered Health plan).

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (refer to Article 5.2.6 regarding plans offered and pro-ration of benefits for part-time employees).

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the employee's spouse or domestic partner; or
- An unmarried child based on your plan's age limits or a disabled dependent child regardless of age.

5.2 Enrollment In County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to enroll in a County offered health plan will take place within the first 31 days following date of appointment to a permanently allocated position of .40 FTE or greater, or it shall be made during an annual open-enrollment period. Enrollment in vision and basic life insurance is automatic. Mid-year enrollment can only be permitted as allowed by IRC Sect. 125 or as required by HIPAA or other applicable regulations.

The effective date of benefits will be the first of the month following the date of hire or initial eligibility.

Health plan coverage will be paid on bi-monthly basis (24 payments per year).

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5.2.1 County Offered Medical Plan(s)

The County will offer at least one HMO plan and one plan permitting out-of-network provider coverage. No changes to existing medical plans will be made without completion of meet and confer with the bargaining units. The benefit provisions, co-payments and deductibles of each plan are outlined in the Summary Plan Description or Evidence of Coverage, as of June 1 of each coverage year.

Specific reference to a vendor does not obligate the County to continue to offer a medical plan offered by a specific vendor. The County may change health insurance carrier(s) and/or network provider(s) provided the plan design(s) are substantially equivalent.

5.2.2 County Contribution Toward Active Employee Medical Benefits

a. Effective the pay period beginning ~~May 10~~August 14, ~~2016~~ 2018, ~~for coverage beginning June 1, 2016,~~ for the pay date of September 5, 2018, the County shall contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s). ~~The amounts listed below shall include the conversion of the current County HRA contributions for active employees in Section 5.9 to medical contributions.~~

Employee only monthly	$~~557~~ 629 per month, $~~278~~314.50 bi-
Employee plus one monthly	$1,~~113~~ 257 per month, $~~556~~628.50 bi-
Family monthly	$1,~~575~~779 per month, $~~787~~889.50 bi-

This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).

~~b. Effective the pay period beginning May 23, 2017 for coverage beginning June 1, 2017, the County shall contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).~~

~~Employee only $580 per month, $290 bi-monthly~~

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~~Employee plus one — $1,158 per month, $579 bi-monthly~~

~~Family — $1,638 per month, $819 bi-monthly~~

~~This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s)~~

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Article 5.2.6.

5.2.3 Dental Benefits

The County offers dental and orthodontic benefits to full and part-time regular employees and their eligible dependent(s). Benefit provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage. The employee contribution shall be $14.13 bi-monthly ($28.26 per month)

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Article 5.2.6.

Effective the pay date of ~~August 7~~September 5, 2018 and continuing beyond the term of this MOU extension, the employee contribution shall be suspended, resuming ~~June~~July 1, 2020. The suspension of the employee contribution is contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before August ~~7~~28, 2018.

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5.2.4 Vision Benefits

The County provides vision benefits to full-time active employees and their dependent(s), and computer vision care benefits to full-time active employees, with no employee contribution.

Part-time employees will be enrolled automatically in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Article 5.2.6.

Benefit provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage.

5.2.5 Life Insurance

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The County provides to each eligible employee, at no expense to the employee, a basic term life insurance plan equivalent to two (2) times the employee's annual salary computed on the basis of multiplying the biweekly salary in effect at the time of death by 26.089 for an allocated full-time equivalent position of sixty hours or more (.75 FTE or more). Enrollment in basic life insurance is automatic, based on eligibility.

Each eligible and enrolled employee may purchase through payroll deduction, dependent coverage of $5,000 for each eligible dependent. Benefit provisions are outlined in the Summary Plan Description or Evidence of Coverage.

Eligible employees may purchase supplemental life insurance for themselves at their own expense, upon initial eligibility or during the annual open enrollment periods specified in Section 5.2. The employee may purchase supplemental coverage in increments one times (1X) to 4 times (4X) the basic coverage to a maximum of $500,000, in accordance with the insurance carrier's policy. Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

5.2.6 Part-Time Employee – Health Plans

Part-time employees in allocated positions of 32 hours or more biweekly (0.40 FTE minimum) shall be eligible to participate in the County's medical, dental and vision plans and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of pay status hours in the pay period, excluding overtime, plus eligible unpaid leaves as required by law such as FMLA and CFRA. Employees in allocated positions of fewer than 32 hours biweekly and receiving health benefits prior to June 1, 2010 will be grandfathered and remain eligible to receive pro-rated benefits.

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5.3 Employee Assistance Program

The County will continue the current level of benefits under the Employee Assistance Program (EAP) for all represented employees during the term of this Memorandum.

5.4 Long-Term Disability

The Association has elected to purchase Long Term Disability benefits offered through PORAC as a part of Association membership. Coverage is mandatory, based upon provider's policy, and premiums will be paid by the employees through payroll deduction on the first payroll of each month. An amount equivalent to the premium will be paid to the employee. Should the bargaining unit elect for higher coverage than is currently offered, the higher coverage level will be mandatory for all bargaining unit members, and employees will be responsible for any increase in premiums above $ 22.50 per month. The additional premium cost will be paid by the employees by payroll deduction on the first payroll of each month.

The insurance provider will be required to supply the County information on benefits paid to employees. Sick leave accruals may be used to supplement long-term disability benefits according to the plan document.

The Association will provide to the Human Resources Department a monthly list of applicants and recipients, including a list of approvals and denials, and a copy of any changes to the LTD policy as the changes occur. In addition, the Association agrees that any separately purchased plan shall comply with the County's Transitional Duty Policy, including a requirement that benefits shall cease should an employee refuse a transitional duty assignment.

5.4.1 Claims Disputes Over LTD

Employees shall utilize the appeal procedures in the PORAC plan for any dispute regarding claims under this plan.

5.5 Workers' Compensation Claims Disputes

Any dispute by an employee over a claim processed through workers' compensation shall be resolved solely through the appropriate appeal procedures of that system and may not be the subject of a grievance through this Memorandum.

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5.5.1 Workers' Compensation Temporary Disability – Supplementing with Paid Leave

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An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reasons of industrial injury, compensable by temporary disability shall supplement such compensation with enough paid leaves to increase his/her gross earnings to equal his/her regular biweekly base salary as follows:

- All sick leave shall be taken until the remaining sick leave balance is 40 hours or less.
- Once the sick leave balance is 40 hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and/or compensatory time off up to his/her base salary.
- Employees whose sick leave balance is 40 hours or less may also elect not to supplement at all.

An employee shall accrue vacation leave and sick leave only during such portion of absence from work due to industrial injury for which the employee uses previously earned vacation leave, sick leave or compensatory time off.

5.6 Health Benefits – Medical/Pregnancy Disability Leave

When an employee exhausts all but forty (40) hours of sick leave and goes on medical or pregnancy disability leave without pay, the County will make its normal contribution to the employee's medical, dental, vision care, life insurance and LTD benefits for a period not to exceed thirteen (13) pay periods per disability. Beginning with the fourteenth (14th) pay period, the employee will be entitled to continue coverage through COBRA Continuation of Coverage and is responsible for paying COBRA premiums by the due date. Prior to the exhaustion of the thirteen (13) pay periods, the County will provide reasonable advance notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Article shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full time equivalent as specified in this Article 5.6 (Medical/Pregnancy Disability Leave). If the employee returns to medical or pregnancy disability leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's pay status hours fall below fifty percent (50%) of the allocated full-time equivalent.

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The County's thirteen (13) pay period Medical Leave without pay benefit entitlement shall run concurrent with Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

The employee's entitlement under COBRA law begins when the employee is no longer eligible for a County contribution toward medical benefits. When the employee returns to at least fifty percent (50%) of the allocated full time equivalent in pay status, eligibility for a County contribution toward health benefits is regained. Benefit coverage begins the first of the following month.

5.6.1 Medical, Dental & Vision Benefits – LWOP Or Unpaid Absence

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than 50% of the employee's allocated full-time equivalent position in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total health plan premium(s), if the employee desires to continue any coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to not less than 50% of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

5.6.2 Continuation Of Health Benefits Coverage

An employee, who is entitled to continued benefit coverage as specified in Article 5.6 (Medical, Dental, & Vision Benefits- LWOP or Unpaid_Absence) or 5.6.1 (Health Benefits-Medical/Pregnancy Disability Leave), must notify the Auditor Controller-Treasurer-Tax Collector (ACTTC) no later than five (5) County business days after the first (1st) day of the leave of absence, of the employee's intent to continue insurance coverage. The employee must apply for a leave by completing a Leave of Absence Form.

If the Department authorizes the leave, the Department shall forward the completed Leave of Absence Form to the ACTTC's Office. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's office no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one (1) reminder notice. In order to prevent a lapse in coverage due to non-payment, the employee shall pay a $25.00 late charge in

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addition to the premium amount by the date specified in the reminder notice.

Only one (1) reminder notice will be sent. If the employee fails to make proper payment within 30 days of the first due date, the employee's continued medical, dental, vision, life insurance and LTD coverage shall be terminated. Coverage will not be reinstated until the 1st of the month following return to pay status.

5.6.3 Part-Time Employees – Health Benefits During Leave Of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Article 5.2.6. For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE. Part-time employees shall be entitled to participate in long-term disability as specified in Article 5.4 (Long-Term Disability).

5.6.4 COBRA

The County provides continuation of health benefits at group rates plus 2% as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable subsequent amendments or revisions where applicable.

5.7 Salary Enhancement Plans

IRS Section 414(h)

All employees who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code, which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.

IRS Section 125

Premium Conversion

The County shall continue, under IRS Code Section 125, to administer a Health Care Premium Conversion Plan that allows eligible employees to make their required contributions towards health premiums with pre-tax dollars through payroll deduction. The County will make no contribution to this plan however, it will bear the cost of administering this benefit.

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Health Flexible Spending Account

The County provides a Health Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's qualified medical expenses not reimbursed by the employee's health insurance plan and will be provided to the maximum amount stipulated in the Plan and consistent with the law.

Dependent Care Assistance Program

The County provides a Dependent Care Assistance Program subject to the limitations and maximums as stipulated under law.

All of these plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, are not subject to Article 27 (Grievance Procedure) of the Memorandum.

5.8 Plan Documents And Other Controlling Documents

While mention may be made in this MOU of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the County. The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits, benefits administration, or network management. Summary Plan Descriptions and evidence of coverages are available on-line on the County's Human Resources webpage.

5.9 Health Reimbursement Arrangement (HRA) Contribution

Effective the pay period beginning May 10, 2016, the County ~~shall~~ ceased contributions to the Active HRA account described in this section. ~~Effective the pay period beginning May 10, 2016, the County will instead convert such HRA contributions into medical insurance premiums.~~

~~Through May 9, 2016, all eligible full and part-time employees as defined in Article 3.2, enrolled in a County sponsored medical plan will receive a contribution into a Health Reimbursement Arrangement (HRA) and can participate in the HRA plan based on County medical plan enrollment as described herein. Eligible employees (EE) who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.~~

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~~The County will contribute the amount specified in the table below, per pay status hour to a maximum of 80 hours per biweekly pay period. The County will contribute to eligible part-time employees on a pro-rated basis in accordance with Section 5.2.6.~~

~~**Effective 9/3/2015 May 9, 2016**~~

~~Coverage Level~~	~~Per Pay Status Hour~~	~~Monthly Equivalent~~
~~EE +1~~	~~$ .97~~	~~$ 169~~
~~EE + 2~~	~~$ 2.67~~	~~$ 465~~

Remaining balances in the active HRA will ~~County contributions pursuant to this article will~~continue to be available to Plan participants for reimbursement of eligible medical care expenses as incurred by an eligible employee/retiree or dependent(s) as defined under Internal Revenue Code Sections 105 and 106.

~~HRA contributions made pursuant to this article are separate and apart from HRA contributions and benefit eligibility criteria for Retiree Medical for employees hired on or after January 1, 2009, pursuant to Section 6.3. The parties agree that the health benefits in this Article 5 are available only to active employees. The parties agree that the health benefits in this Article 5 are not vested and are subject to negotiations for a successor MOU.~~

The County of Sonoma has established an Active Health Reimbursement Arrangement (HRA) Plan Document which outlines the eligibility provisions of this plan pursuant to current IRS regulations and ~~will be amended to reflect the above HRA contribution and benefit eligibility criteria for active employees.~~

~~T~~the County makes no representations or warranties in regard to the tax treatment of the HRA, including whether any portion of the HRA is taxable by the Internal Revenue Service or the Franchise Tax Board.

~~5.10 One-Time, Lump Sum, Non-Recurring And Non-Pensionable Payment~~

~~Effective the pay period beginning March 1, 2016, each regular, full time, active employee in paid status on the last day of the pay period shall receive a one-time, lump sum, non-recurring, non-pensionable payment in the amount of $1,959 dollars.~~

~~The above amount shall be prorated for eligible part time employees in accordance with Section 5.2.6.~~

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~~The one-time payments shall be subject to all applicable federal, state, and local tax withholdings. The payments will not be included in wages for computation of overtime, pension benefits, or for any other purpose.~~

ARTICLE 6: MEDICAL BENEFITS FOR FUTURE RETIREES

6.1 Retiree Medical Coverage

A. ~~Effective June 1, 2009, an eligible~~ Eligible retirees and eligible dependent(s) (as defined below), may, but are not required to, ~~be enrolled~~enroll in a County offered medical plan. Retirees who elect to enroll in a County offered medical plan are allowed ~~as described in section 6.4 but is allowed~~ only to enroll either as a subscriber in a County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one County-offered health plan). Retirees and eligible dependents who enroll in a County offered medical plan are responsible for all costs (including County offered retiree medical plan premiums and Medicare Part B premiums).

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the retiree's spouse or registered domestic partner; or
- A child based on your plan's age limits or a disabled dependent child regardless of age.
- Upon the death of a retiree, an eligible surviving dependent who was either enrolled or had waived coverage at the time of the retiree's death.

6.2 County Contribution Toward Retiree Medical ~~Plans~~ Costs – Employees Hired Before January 1, 2009

A. Eligibility for County contribution

In order to be eligible for this benefit, the retiree must have:

1. Completed at least 10 years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the 10 years. However, any miscellaneous purchased service time such as extra

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help, contract, and leave of absence service time does not count toward this eligibility requirement, and

2. Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and

3. Retire directly from Sonoma County service.

4. Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.

5. Laid-Off & Restored Employees

   Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in ~~this~~ Article 6.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Article 6.3 (County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009).

~~B. County Contribution~~

~~The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same amount as it contributes toward the cost of County offered medical plans for active unrepresented administrative management employees (bargaining unit 50) in the Salary Resolution, but in no event shall the County contribution fall below $500 per month. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution. The retiree is responsible for all costs (including premiums) that exceed the total County contribution.~~

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~~C. Additional Dependents~~

~~Retirees eligible under this section, may enroll eligible dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the County's contribution~~.

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6.3 County Contribution Toward Retiree Medical ~~Plans~~ Costs – Employees Hired On Or After January 1, 2009 - Effective January 1, 2009

~~For employees hired on or after January 1, 2009, the County shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into a Health Reimbursement Arrangement (HRA) account, as described below. Any eligible retiree and eligible dependent(s), as defined below, may enroll in a County offered medical plan, but the retiree is responsible for all costs (including County offered retiree medical plan and Medicare Part B premiums).~~

A. Eligibility

1. An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.

2. Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County ~~HRA~~ DSA RMT contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in pay status.

3. If an employee separates employment before meeting the eligibility requirement, the employee shall receive no ~~benefit~~contribution.

4. Laid-Off & Restored Employees.

   Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 6.3 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

5. All previous contributions made to the existing County Retiree Health Reimbursement Accounts on behalf of current active bargaining unit members, will be transferred to the DSA Retiree Medical Trust, upon documentation provided to the County by the Association of the tax-exempt status and that the transfer of such balances complies with IRS regulations.

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B. County Contribution

1. Initial County Contribution:

a. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of $2,400 deposited into an HRA account established in their name. Thereafter, contributions will be made each pay period based on pay status hours (no more than 80 hours biweekly), not including overtime, per pay period.

b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of $1,200 deposited into their HRA account).

2. Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute $0.58 per pay status hour (no more than 80 hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately $100 per month or $1,200 per year, after the initial eligibility period is met.

3. Access to Account Balance:

a. Participants may access the balance in their HRA account upon termination of employment and attainment of age 50 or upon retirement from the Sonoma County Retirement System, whichever is earlier.

b. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).

c. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan, however, federal regulations do not permit the inclusion of expenses for domestic partners.

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4. Survivors of eligible retirees with account balances:

a. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree.

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~~b. Domestic partners are not permitted access to the account balances of the participant by virtue of restriction in the federal regulations that govern these types of accounts.~~

~~5. Forfeiture of account balance:~~

~~a. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue Code.~~

~~b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within 120 days after the annual certified audit of the plan is submitted to the administrator and the County.~~

~~This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.~~

6.4 Surviving Dependent – County Contribution For Employees Hired Before January 1, 2009

Upon the death of a retiree, ~~enrolled in a County offered retiree medical plan,~~ the County will continue to pay the County's contribution ~~toward the medical plan premium costs~~as described in Article 6.6.1.B as follows:

One eligible surviving dependent, as described in section 6.1, will ~~be allowed to continue their coverage~~continue to receive the County's DSA-RMT contribution if the surviving dependent ~~meets each of the following criteria~~was:

~~(1) Has been a~~An eligible dependent of a retiree who was eligible to receive a DSA-RMT contribution ~~toward a County offered retiree medical plan under Article 6.2~~ prior to the death of the retiree.~~,~~ ~~and~~

~~(2) Either be enrolled or have waived coverage at the time of the retiree's death.~~

Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but remain responsible for all premium ~~costs in excess of the County contribution~~.

6.5 Surviving Dependent – ~~County Contribution For~~Eligibility to Participate in a County Offered Medical Plan - Employees Hired On Or After January 1, 2009

Upon the death of a retiree ~~enrolled in the Defined Contribution retiree medical benefit plan~~ (as defined in Article 6.3), an eligible surviving dependent(s) who was eligible to be enrolled in a County offered medical plan prior to the retiree's death, may continue participation in the County offered medical plan but remains responsible for all costs (including premiums).

~~To be eligible, a surviving dependent must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.~~

~~This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.~~

6.6 DSA Retiree Medical Trust

Establishment of the Trust

The Association ~~shall~~ has established~~, or join,~~ a Retiree Medical Trust (DSA RMT~~ or Trust~~) for past, current and future members of Bargaining Units 46 and 47 (DSA) and Bargaining Unit 43 (DSLEM) and their surviving dependents. The class of eligible DSA RMT participants ~~shall be identified by the Association with the County's assistance, and the Trust shall be~~ has been established according to trust documents approved by the Association, without any involvement of the County (beyond the funding obligations herein). The establishment of and participation in the Trust shall be the complete and sole responsibility of the Association. The County ~~shall~~ does not have any involvement in its design, its administration or in the benefits paid, nor shall the County have any responsibility for any actions of the Trust or its trustees or of the Association with respect to the Trust. The Association will provide sufficient documentation to the County to ~~shall~~ ensure ~~that~~ the Trust ~~applies for and secures~~has acquired and maintains tax exempt status, including an IRS determination letter, pursuant to Internal Revenue Code provision 501(c)(9) and all other applicable laws and regulations; and the Association ~~shall~~ has procured an appropriate Private Letter Ruling(s) (PLR) authorizing the funding of the trust on a tax-favored basis to include County contributions during employment and post employment (~~i.e., that the salary and~~ sick or/ vacation leave contributions, and the transfer of existing Health Reimbursement Account balances currently held on behalf of active bargaining unit members, will be made to the Trust on a pre-tax basis)~~. prior to its establishment.~~

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6.6.1 Contributions To The DSA Trust

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In accordance with the terms of Article 6 of the MOU the County shall make the following contributions to the DSA Trust on behalf of eligible bargaining unit members:

A. County ~~contribution~~Contribution – All Employees

~~Effective the pay period starting on August 11, 2009, f~~For each regular filled DSLEM position in paid status, the County shall contribute $10 each pay period to the DSA RMT, through ~~the December 9, 2015~~ expiration of the MOU and absent a successor MOU continuing such contribution.

B. County Contribution – Employees Hired before January 1, 2009

Effective upon adoption of the MOU extension by the Board of Supervisors, employees hired before January 1, 2009 who meet the eligibility requirements outlined in Section 6.2.A above, and retire directly from County service, the County shall contribute $500 per month to the DSA Retiree Medical Trust.

C. County Contribution – Employees Hired On or After January 1, 2009.

1. Initial County Contribution:
   a. On the first pay date following completion of the eligibility requirements outlined in Article 6.3.A, above, regular full-time employees shall receive a lump sum contribution of $2,400 deposited into the DSA-RMT account established in their name. Thereafter, contributions will be made each pay period based on pay status hours (no more than 80 hours biweekly), not including overtime, per pay period.
   b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of $1,200 deposited into their DSA-RMT account).
   c. Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute $0.58 per pay status hour (no more than 80 hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to

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approximately $100 per month or $1,200 per year, after the initial eligibility period is met.

The County will continue contributions called for in this subsection directly to the employees' current HRA account until such time as the County has the ability to make the contributions directly to the DSA RMT, no later than November 30, 2018.

~~B~~D. Employee contribution

Each regular employee in paid status filling a classification in Bargaining Unit 43 shall have a mandatory pre-tax reduction of $59.23 per pay period taken from their regular earnings and paid into the DSA RMT. In the event that an employee does not have sufficient earnings to pay the pre-tax reduction in any given pay period, the employee contribution will be made only up to the amount of his or her earnings.

This Article 6.6.1.B is not grievable under the MOU.

6.6.2 Leave Accruals Paid Out At Retirement

Effective upon receipt of a PLR regarding the transfers of sick leave and vacation leave into the Trust and an opinion letter (if available) by the State of California Division of Labor Standards Enforcement regarding the payout of vacation (Opinion Letter), the parties shall execute a side letter to this MOU providing that no earlier than December 10, 2013, each regular employee filling a classification in Bargaining Unit 43 shall have 50% of their existing payouts of accumulated vacation owed to them at the time of retirement go directly into individual accounts in the DSA RMT.

6.6.3 For bargaining unit members hired on or after January 1, 2009, the County contributions ~~to the employees' County HRA account described in Article 6.3, combined with the County contribution~~ to the DSA RMT as described in Article 6.6.1.A and 6.6.1.C, constitute the County's entire obligation towards medical benefits upon termination and/or retirement and the parties agree that no other retiree medical benefits exist.

For bargaining unit members hired before January 1, 2009, the County contributions described in Article 6.2, combined with the County contributions to the DSA RMT as described Article 6.6.A and Article 6.6.1.B~~,~~ constitute the County's entire obligation towards medical benefits upon retirement and the parties agree that no other

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retiree medical benefits exist, including Medicare Part B reimbursement.

6.6.4 The Association is solely responsible for obtaining any necessary IRS approvals, and represents it has ~~for establishing~~ established and ~~administering~~ administers the DSA RMT~~, or joining another Retiree Medical Trust~~. The Association will indemnify, defend and hold harmless the County, its agents, officers, and employees, against any and all claims or legal proceedings regarding the Trust's establishment. ~~If t~~The Association ~~establishes~~ established the Trust, ~~then~~ and to the extent permitted by law and the IRS, the Trust will indemnify, defend and hold harmless the Association and the County, its agents, officers, and employees, against any and all claims or legal proceedings regarding the operation of the Trust. In the event that inclusion of such a provision compromises the ability of the Trust to secure the requisite tax exempt status, the indemnity, defense and hold harmless provision shall not be incorporated into the Trust document, but that absence from the Trust shall not affect the obligation of DSA to indemnify, defend, and hold harmless the County, its agents, officers and employees. If the Association joins another Retiree Medical Trust, the Association shall make all reasonable efforts to procure indemnification language related to the operation of the Trust on behalf of the Association and the County. The Association on behalf of itself and its members/survivors waives any cause of action against the County based on administration and operation of the DSA RMT.

~~6.6.5 In the event that any court, arbitrator, administrative agency, or other tribunal of competent jurisdiction determines that any of the contributions described in Article 6.6.1 are to be included in calculating the County's contribution toward retiree medical insurance for any retiree(s), then the contributions described in Article 6.96.1 shall be held in abeyance and the parties shall meet and confer on the matter to preserve the intent of the parties in an attempt to reach an agreement to preserve the benefits negotiated in Article 6.6.1.~~

6.6.~~6~~5 In consideration for the benefits provided in Article 6.6, the Association on behalf of itself and its members/survivors waives any cause of action based on County conduct regarding retiree medical benefits from April 1, 2007 through date of adoption by the BOS of the DSA/DSLEM MOUs. Unless compelled by operation of law, the Association further agrees it will not initiate, financially support, or participate in any grievances, claims, demands, or suits against the

County resulting from or in connection with the matters described herein.

6.6.~~7~~6 The DSA RMT will require eligible bargaining unit retirees to sign an agreement as part of their participation in the Trust, which will include statements that (1) the participant waives any cause of action against the County or the Association regarding changes to retiree medical benefits from April 1, 2007 through the date of adoption by the BOS of the 2008-2010 DSA/DSLEM MOUs; and (2) the participant understands that the benefits identified in DSA Article 19.6.3 (DSLEM Article 6.6.3) constitute the County's entire obligation towards post-employment medical benefits and no other post-employment medical benefits exist. The parties agree to continue discussing this section to address concerns raised by DSLEM with IRS regulation compliance.

6.6.8 Legal Compliance Review: In implementing the obligations set forth in section 19.6.1, the parties understand and agree that no later than the close of business July 31, 2018, legal counsel will review compliance of those obligations with governing IRS regulations and that such review will take place as soon as possible. In the event such legal review identifies legal compliance problems the parties will immediately meet and confer to address and resolve the outstanding issues.

ARTICLE 7: HOURS OF WORK

7.1 Employees in this bargaining unit shall work any and all hours necessary in the performance of their duties without regard to fixed schedules or set hours of work.

7.2 Under no circumstances will employees in this bargaining unit receive compensation for overtime worked. Nor, shall employees be eligible to receive or accumulate compensatory time except as may be directly provided for in this Memorandum of Understanding.

7.3 Compensatory Time

Represented employees may accrue up to a maximum of 80 hours of compensatory time off. Employees may request payment for any or all of the employee's current balance of compensatory time off with the employee's normal pay for any pay period. Upon separation, a represented employee will receive a "cash out" for all compensatory time that has been accrued.

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~~Effective March 1, 2016 for the term of the 2015 – 2018 MOU, the compensatory time maximum will be increased to one hundred and twenty (120) hours. Effective March 31, 2018, the compensatory time maximum will return to eighty (80) hours. Employees with accumulated compensatory time hours greater than 80 on March 31, 2018 will not accrue additional hours until their accumulated hours drop below 80.~~

ARTICLE 14: HOLIDAYS

14.1 Holidays – Paid

The County shall provide full-time and part-time County employees the following paid holidays provided that the employee is in paid status on the employee's regularly scheduled workdays before and after the holiday.

14.2 Holidays – Scheduled

Scheduled holidays through the term of this Memorandum shall be as follows:

(1) New Year's Day, January 1*
(2) Martin Luther King's Birthday, the third Monday in January
(3) Lincoln's Birthday, February 12*
(4) President's Day, the 3rd Monday in February
(5) Caesar Chavez Day, March 31*
(~~5~~6) Memorial Day, the last Monday in May
(~~6~~7) Independence Day, July 4th*
(~~7~~8) Labor Day, the first Monday in September
(~~8~~9) Veteran's Day, November 11*
(~~9~~10) Thanksgiving Day, as designated by the President
(~~10~~11) The day following Thanksgiving Day
(~~11~~12) Christmas Day, December 25*
(~~12~~13) Each day formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, thanksgiving or special observance.

* Date Specific Holidays

14.3 ~~Elimination Of Former Sections 14.3 & 14.4 (~~Floating Holiday~~ And Eve Holiday Hours~~)

~~The parties agree that all eight (8) Floating Holiday hours (formerly Section 14.3 of the MOU) and all three (3) Eve Holiday Hours (formerly Section 14.4 of the MOU) will be eliminated effective upon approval of the DSLEM MOU by the Board of Supervisors, December 10, 2013.~~

~~Floating holiday hours, including eve holiday comp hours, accrued prior to the elimination of the provision will remain in the employee's Compensatory Bank.~~

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~~Such compensatory time may be taken off on a day mutually agreeable to the employee.~~

Each regular, full-time employee will be granted eight floating holiday hours effective the first pay period of each year. The employee must be in paid status on the employee's regularly scheduled workdays before and after using the floating holiday. The timing of the employee's use of the floating holiday shall be subject to advance approval of the Department Head or designee. The floating holiday hours must be taken before the last full pay period of the year, and will not be carried over into the next year. Further, there will be no cash out of floating holiday hours. Floating holiday hours must be taken in no less than 1/10 of an hour increments. Each part-time employee shall be entitled to a prorated number of hours based on allocated FTE at the time of the annual allocation.

For 2018, the floating holiday hours will be available to employees no later than September 19, 2018.

14.4 Holiday – Day Observed

If a date specific holiday listed in 14.2 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a date specific holiday listed in 14.2 falls on a Sunday, the following Monday shall be the observed holiday. All other date specific holidays shall be observed on the date specified in Articles 14.2.

14.5 Holiday – Compensation

For the purpose of this Article 14, holiday pay is defined as eight hours of pay or compensatory time at the employee's base hourly rate, excluding shift differential, premium pays, or other specialty pays as may be authorized by this Memorandum of Understanding. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

14.6 A full-time employee whose assigned work schedule does not include either the date specific holiday or the observed holiday, shall observe the holiday (and not work) on one of the employee's regularly scheduled work days during the same pay period as the County observed holiday or during the pay period immediately preceding or following the same pay period as the County observed holiday.

14.7 An employee who must occupy a fixed-post position that requires staffing 24 hours a day, seven days a week, 365 days per year who is required to work on an observed holiday (Article 14.2) and such employee actually works on that observed holiday, shall receive the employee's regular pay for that work day plus eight (8) hours of compensatory time to be taken off at a future date

mutually agreeable to the employee and the employee's supervisor. A part-time employee whose regular and assigned work schedule requires the employee to work on an observed holiday (Articles 14.2) and such part-time employee actually works on that observed holiday shall receive the employee's regular pay for that work day plus the appropriate proration of compensatory time to be taken off at a future date mutually agreeable to the employee and the employee's supervisor. If a full-time or part-time employee whose regular and assigned work schedule would require the employee to work on an observed holiday, but the employee is authorized to be off-duty on that day, then such employee shall be paid eight (8) hours holiday pay or the appropriate proration for a part-time employee; in the case of a 4/10 employee, the employee would also be paid for two (2) hours of sick leave, if authorized, or two (2) hours of vacation or compensatory time, if authorized. A part-time employee in this same circumstance would receive the appropriate proration of sick leave, vacation or compensatory time as appropriate.

14.8 Holiday – Part-Time Employees

Any part-time employee shall, for each holiday in the pay period, receive holiday pay or compensatory time off equivalent to 1/10 of an hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in paid status (excluding the holiday benefit) exceeds the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to 1/10 of an hour for each hour in pay status (excluding the holiday benefit). This holiday pay shall not exceed eight (8) hours for each holiday.

ARTICLE 15: VACATION

15.1 Vacation Accrual

Each represented management employee in this unit shall accrue vacation at the rate specified in the table in Article 15.3. The rate of accrual of vacation shall include the equivalent of 56 annual hours of administrative leave available to Law Enforcement Management employees. Each such employee may use vacation leave with full pay providing that the maximum accumulation of such unused leave shall be equivalent to his/her accrual for fifty-two (52) pay periods at his/her current rate of accrual.

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15.2 Vacation Accrual – Part Time Employees

Part-time employees shall accrue vacation leave on a pro rata basis. Usage and accrual shall be governed by the same rules and regulations applicable to full-time employees.

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15.3 Vacation Accrual – Rates

Each employee who has completed the following in-service hours of completed service shall accrue vacation leave at the appropriate rate shown below. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

~~*Effective March 1, 2016, for the term of the 2015 – 2018 MOU, the Maximum Accumulated Hours listed below will be increased to 500 hours. Effective on March 31, 2018, the Maximum Accumulated Hours listed below will be restored to 463 hours. Hours above the Maximum Accumulated Hours will not be eligible for cash payment except as required by law. Effective March 31, 2018, employees with Maximum Accumulated Hours above 463 will not accrue additional hours until their accumulated hours drop below 463.~~

YEARS OF COMPLETED FULL-TIME SERVICE	IN-SERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 IN-SERVICE HOURS	MAXIMUM ACCUMULATED HOURS
0 through 2	0 to 4,173	5.64	~~463~~500
2 through 5	4,174 to 10,434	6.25	~~463~~500
5 through 10	10,435 to 20,870	7.32	~~463~~500
10 through 15	20,871 to 31,305	8.55	~~463~~500
15 through 20	31,306 to 41,741	9.16	~~463~~500
20 through 25	41,742 to 52,177	9.77	~~463~~500
25 or greater	52,178 or more	10.08	~~463.00~~500

ARTICLE 16: SICK LEAVE

16.1 Sick Leave Accrual

Each full-time employee in a regular, allocated position shall accrue and accumulate sick leave with full pay at the rate of 3.680 hours for each completed eighty hour (80) paid in-service hours. In-service hours include all hours in pay status excluding overtime. This rate shall be adjusted to reflect any unpaid time in each pay period. Part-time employees in allocated positions shall be eligible to receive sick leave on a pro rata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees.

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16.2 Sick Leave Use

Earned sick leave credits may, with the approval of the department head, be used by the employee, as outlined below:

16.2.1 Sick Leave Use – Non-FMLA/CFRA/PDL Leave:

Accrued sick leave for incidents other than FMLA/CFRA/PDL qualifying events may be used as follows:

A. Employee Illness: during the employee's own incapacity due to illness or injury;
B. Employee Treatment or Examination: during the time needed by the employee to undergo medical or dental treatment or examination;
C. For Care of a Family Member: for diagnosis, care or treatment of a health condition of, or preventative care for the employee family member. For leave under this section 16.2.1, "family member" is defined as a:
    1. child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, regardless of age or dependency status);
    2. parent (defined as a biological, adoptive, or foster parent, stepparent, or legal guardian, or other person who stood in place of a parent to the employee or the employee's spouse or domestic partner when the employee was a child. A biological or legal relationship in not necessary for a person to have stood in place of a parent to the employee as a child);
    3. employee's spouse or registered domestic partner;
    4. grandparent, grandchild, or sibling of the employee or the employee's spouse or registered domestic partner.

    Sick leave use for family members listed in this section 16.2.1(C) shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardships. "Occurrence" means per illness or related incidents. The 48 hours do not have be consecutive.

    California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in a six month period and may be used in the same manner as other sick leave described in this section 16.2.1 Kin Care provisions run concurrent with other protected leaves and do not extend the maximum period of leave to which the employee is entitled to

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under FMLA or CFRA.

D. Domestic Violence, Sexual Assault, or Stalking: When an employee is a victim of domestic violence, sexual assault or stalking, to work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of themselves or their child(ren); to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; participate in safety planning or take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. Documentation may be required for approval of use of sick leave under this provision, pursuant to section 16.3 Sick Leave Documentation.

16.2.2 Sick Leave Use - FMLA/CFRA/PDL Qualifying Leave

In accordance with The Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the Pregnancy Disability Act (PDA) earned sick leave credits may, with the approval of the Department Head, be used by an employee as follows:

a. Employee Illness: During the employee's own incapacity due to illness or injury.

b. Employee Treatment or Examination: During the time needed by the employee to undergo medical or dental treatment or examination.

c. Disabled by Pregnancy: When a woman employee is disabled by pregnancy, which means that in the opinion of her health care provider, she is unable because of pregnancy to work at all or is unable to perform any one or more of the essential functions of her job or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons.

d. Care of Family Member: When a child, stepchild, or spouse or domestic partner of an employee, being a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the parent of an employee or spouse is incapacitated by illness or injury and it is necessary for the employee to care for such child, stepchild, spouse, parent, or domestic partner.

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Child is defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, who is either under 18 years of age or an adult dependent child. An adult dependent child is an individual who is 18 years of age or older and who is incapable of self-care because of a mental or physical disability within the meaning of Government Code Section 12926(j) and (l).

(Parent for purposes of this article is defined as a biological, foster or adoptive parent, step-parent, legal guardian or other person who stood in place of a parent to the employee when the employee was a child. A biological relationship is not necessary for a person to have stood in place of a parent to the employee as a child. Parent does not include parent-in-law.)

For FMLA/CFRA qualifying events to care for a covered family member incapacitated by injury or illness under this paragraph (d), employees are allowed to use up to 480 hours of accrued sick leave per eligible event, and not to exceed the number of hours authorized by medical certification. CFRA bonding leave does not qualify for use of sick leave.

Information on FMLA/CFRA/PDL eligibility, documentation, and benefit and pay status is provided under Section 16.9 Family Care and Medical Leave.

16.3 Sick Leave – Documentation

16.3.1 Annual Period – Allocated Employees:

"Annual period" is a twelve month period beginning with the employee's first day of work in an allocated assignment. For employees on staff on July 1, 2015, the annual period began July 1, 2015, and ends June 30, 2016. For employees who begin work after July 1, 2015, the annual period begins on their first day of work. (This is not the same as the annual calendar used under FMLA/CFRA/PDL qualifying events.)

16.3.2 First Forty Eight Hours:

For new employees, the first 48 hours, or number of hours equal to 6 days of the employees regular schedule (whichever is greater), of accrued sick leave used by an employee in the first annual period will be applied to and subject to the provisions of the California paid Sick Leave law until January 1st and on a calendar year basis thereafter. During this period, if the need for paid sick leave is foreseeable, the employee shall provide reasonable advanced notice. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. If the County has reasonable suspicion of sick leave abuse, a signed medical certification may be required for each use of accrued sick leave to the extent permissible

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by law.

16.3.3 Subsequent Hours:

For use of accrued sick leave beyond the first 48 hours or number of hours equal to six (6) days in the annual or calendar period (consecutive or non-consecutive), as described above, a signed medical certification may be required for each use of accrued sick leave. Reasonable medical certification of incapacity shall be required for sick leave use of more than 48 consecutive work hour's duration.

16.3.4 FMLA/CFRA/PDL:

If use of accrued sick leave is for an FMLA, CFRA, or PDL qualifying event, medical certification is required, in accordance with the law, and as outlined in the Medical Leave Policy.

16.4 Restoration of Accrued Sick Leave

When an employee separates from County employment, and returns to County employment within one year from the separation date, any accrued sick leave remaining on account will be restored to the employee upon rehire, provided the accrued leave was not otherwise used, paid out or converted to service credit. If the termination date is in the middle of the pay period, end of pay period date will apply.

16.5 Sick Leave Conversion At Regular Retirement

Each employee who separates from County service on regular, non-disability retirement shall convert one hundred percent (100%) of unused sick leave remaining to each employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03.

16.6 Sick Leave – Payoff At Regular Retirement

For each employee who separates from County service on regular non-disability retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick leave to service credit under section 16.5 (Sick Leave – Conversion at Regular Retirement), the County shall pay the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit at the time of separation, computed on the basis of the employee's base hourly rate.

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16.7 Sick Leave – Distribution At Layoff Or Non-Duty Related Death

The County shall pay each employee who separates from County service by death or layoff, the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of the employee's base hourly pay.

16.8 Sick Leave Distribution At Disability Retirement Or Duty Related Death

The County shall pay each employee separated from County service by a disability retirement or duty related death at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation or duty related death. This Section shall not apply to an employee separated from County service by a service retirement. The County shall not pay an employee under this Section for any sick leave hours donated to the employee by other employees under a catastrophic leave benefit.

16.9 Family Care & Medical Leave Under FMLA and CFRA

16.9.1 Each eligible employee is entitled to Family Leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The FMLA and CFRA leaves run concurrently as provided by law.

16.9.2 FMLA/CRA Eligibility

To be eligible for family care and medical leave, on the date on which the leave is to begin, a full-time or part-time employee must have been employed by the County for at least 12 months, which need not be consecutive, and have actually worked at least 1,250 hours during the 12 month period immediately preceeding the commencement of the leave. .

16.9.3 Family Care And Medical Leave Entitlement

Subject to the provision of this MOU, County policy, and state and federal law, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one or more of the following reasons:

16.9.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);

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16.9.3.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);

16.9.3.3 To care for the employee's child, parent, spouse, or domestic partner (CFRA only) who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law under this provision.)

16.9.3.4 Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)

16.9.3.5 Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

The twelve (12) month period for FMLA/CFRA purposes is determined by a "rolling" twelve (12) month period measured backwards from the date an employee first uses FMLA/CFRA leave.

16.9.4 Family Care And Medical Leave To Care For A Covered Service member With A Service Injury Or Illness

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Subject to the provisions of this MOU, County policy, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. (This 12 month period used under FMLA/CFRA to determine sick leave eligibility is separate from the "annual period" defined in 16 .3.1.)

16.9.4.1 An eligible employee's entitlement under Section 16.8.4 is limited to a total of twenty-six (26) workweeks of leave

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during a single 12-month period to care for a covered service member with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day an employee takes leave to care for the covered service member.

16.9.4.2 During the "single 12-month period" described above, an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

16.9.5 Pay Status And Benefits

16.9.5.1 Except as provided in this Article, the family care and medical leave will be unpaid. The County will, however, continue to provide County contributions toward the health plan premium during the period of family care and medical leave for up to twelve (12) work weeks on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of premiums payments, if any.

16.9.5.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 5.6.1 (Medical/Pregnancy Disability Leave) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 16.9 or Section 5.6.1 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 5.6.2 (Continuation of Health Benefits Coverage) applies.

16.9.6 Relationship Of Family Care And Medical Leave To Other Leaves

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Any leave of absence that qualifies as family care and medical leave and is designated by the County as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason. Section 16.8.14 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

16.9.7 Relationship To Pregnancy Disability Leave

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The family care and medical leave provided under this section is in addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law.

16.9.8 Notice To The County

16.9.8.1 The employee must provide written notice to the County as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

16.9.8.2 The written notice must inform the County of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

16.9.8.3 The employee shall consult with the County and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

16.9.9 Medical Certification

16.9.9.1 An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the County with recertification by the health care provider.

16.9.9.2 An employee's request for family care and medical leave because of employee's own serious health condition shall be supported by a certification issued by the employee's health care provider.

16.9.9.3 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the

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employee's care provider that the employee is able to resume work.

16.9.9.4 Employees are required to use the medical certification forms available from the County Human Resources Department to meet the certification and recertification requirements of this section.

16.9.10 County's Response To Leave Request

It is the County's responsibility to designate leave, paid or unpaid, as family and medical leave-qualifying and to notify the employee of the designation.

~~16.9.11 Dual Parent Employment~~

~~Where both parents are County employees, allowable leave for the birth, adoption, or foster care placement of a child or the care of an employee's ill parent is limited to a total of twelve (12) work weeks in a 12-month period between the two employees. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.~~

16.9.~~12~~11 Employee's Status On Returning From Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

16.9.~~13~~12 FMLA/CFRA Procedures, Definitions, And Forms

A description of the required process and procedures to follow for intermittent leave and reduced leave schedules, forms to use when requesting family care and medical leave, and applicable definitions are included in the County Medical Leave Policy and found on the County Human Resources Department website, and are available from the Human Resources Department.

16.9.~~14~~13 Leaves Of Absence Without Pay Usage Reference Table

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Employees in regular, allocated positions will be required to use accrued paid leaves before a leave of absence without pay as shown in the following table:

MOU Section	Sick	Vacation	CTO	Comment
During the employee's own incapacity due to illness or injury.	Yes. You may keep 40 hrs.	No	No	
During the time needed by the employee, or for an employee's family member to undergo medical or dental treatment or examination.	Yes. You may keep 40 hrs.	No	No	
When a woman employee is disabled by pregnancy.	Yes. You may keep 40 hrs.	No	No	
When the employee's family member is incapacitated by illness/injury and the employee must care for him/her, or for care, exam or treatment of a family member. *	Yes. Up to 48 hours. (You may keep 40 hrs.)	Yes	Yes	You may keep 40 hours in any combination of Vacation & CTO
Non-sick FMLA/CFRA** qualifying event (e.g., child bonding leave*)	No	No	No	
Approved. undisclosed reason or extended vacation	No	Yes	Yes	Must use all Vac. & CTO

*In the event an employee is eligible to receive Paid Family Leave to care for the serious health condition of a family member or to bond with a new child, they will not be required to use sick, vacation or CTO time, while receiving that benefit.

**Family and Medical Leave Act (FMLA)/California Family rights Act (CFRA).

16.9.~~15~~14 This Section 16.9 shall be interpreted as the legal minimum family care and medical leave available to eligible employees. The County may grant additional leave without pay under this Section (16.9) provided it is consistent with the applicable provisions of the Sonoma

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County Civil Service Rules, County leave policies, and other provisions of this memorandum.

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16.10 Paid Parental Leave ~~[open]~~

16.10.1 Eligibility

Effective 10/1/18, for eligible events that occur on or after Board adoption of this MOU, any permanent or probationary employee who has been continuously employed by the County for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following events:

- Birth of a child of the employee, the employee's spouse, or the employee's domestic partner
- Placement of a child with the employee's family for adoption or foster care

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

16.10.2 Benefit and Use

Eligible employees shall be granted 320 PPL hours to use within 12 months of the qualifying event. Part-time employees shall be eligible for a pro-rated number of PPL hours, based on allocated FTE.

PPL is based on a 12 month rolling calendar. No more than 320 PPL hours may be used in any 12 month period.

PPL is based on the employee's base hourly wage plus cash allowance. It is considered "paid status" for the purpose of merit, seniority, premiums, vacation and sick leave accrual, and County benefit eligibility and contributions.

PPL is pensionable and counts towards retirement service credit.

PPL may be used in a block of continuous time or as intermittent leaves as arranged in advance. Unless approved by the Director of Human Resources, PPL cannot be used retroactively.

Use of PPL shall not be cause for an employee to lose his/her current assignment on a permanent basis; however, assignments may be altered to accommodate the employee's or department's operational needs when working a reduced work schedule.

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An employee in a disability period following birth of a child must use sick leave down to 40 hours before using PPL.

16.10.3 Coordination of Benefits & Leaves

PPL can be fully integrated with any short-term disability or California Paid Family Leave program. STD and PFL will not reduce PPL leave entitlement. For time covered by FMLA/CFRA job protected leave for bonding, PPL must be used prior to other accrued leave or Leave Without Pay. If an employee has exhausted FMLA/CFRA entitlements, PPL must be used prior to Leave Without Pay for arranged leaves for the purpose of bonding. Scheduling of non-CFRA protected PPL is subject to department approval. PPL does not need to be used when an employee is on leave for reasons other than bonding. To the extent FRA leave is available, it will run concurrently with PPL.

16.10.4 Program Review Process

County and DSLEM Representatives will meet to discuss any unanticipated issues that arise, including administrative and legal issues.

ARTICLE 32: FULL UNDERSTANDING, MODIFICATION, WAIVER

32.1 This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

32.2 Except as specifically provided herein, it is agreed and understood that the Association voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein. The Association acknowledges that County has fulfilled its obligations under Government Code Section 3505 for fiscal year 2010-2011 except as provided below in Article 32.3.

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32.3 Exceptions To Waiver Clause

The following subjects on employee working conditions are covered under the meet and discuss guarantees of this Article: vacation scheduling and use; shift transfer; vehicle policy; assignment transfer; meal policy; safety equipment;

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uniform specifications; and significant changes in the work schedule of a group of employees in a formally designated work unit, division or department (for example, a significant change would be a change from a 4/10 plan to a 5/8 plan or vice versa for all employees in a work unit, division or department). When the County desires to modify a written departmental policy pertaining to one or more of the foregoing working condition subjects, it shall notify the Association in writing of the modification and offer to meet with it and fully discuss in good faith the proposed modification. These meet and discuss procedures are not to be construed as meet and confer obligations under Government Code 3505 or 3504.5. However, the County and the Association shall each consider fully the proposals and positions of the other. During the meet and discuss period, either the County or the Association may request the assistance of a State Mediator. If no agreement is reached by the County and the Association, the County may implement the modification after meeting and discussing in good faith for 30 calendar days from the date the Association received the County's written notice of proposed modification regardless of the presence or availability of a State Mediator. If the Association agrees with the County's modification plans or the Association chooses not to respond to the County's written notice of modification, the County may implement the modification at any time. This Article 32.3 shall not be subject to the Grievance Procedure of this Memorandum except if the County fails to provide the required 30-day notice of a proposed change. Any ruling under Article 32 shall be limited to ordering the County to comply with this Article 32.3.

32.4 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto, unless made and executed in writing by the parties hereto, and if required, approved and implemented by County's Board of Supervisors.

32.5 Nothing in this Agreement shall be construed to limit or remove the existing or future jurisdiction or authority of the Civil Service Commission as provided in Ordinance No. 305-A as amended, or as provided in the Rules adopted thereunder.

32.6 The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

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32.7 Incorporate Side Letters Into MOU

All side letters or other agreements not attached to or incorporated into this Agreement are no longer valid. This MOU constitutes the entire agreement between the Association and the County.

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32.8 Health And Welfare Benefits Health Care Reform Compliance Reopener

The County and the Association agree to a reopener to make necessary changes to health and welfare benefit eligibility and/or coverage options as the parties agree are required by the Patient Protection and Affordable Health Care Act (PPACA), commonly referred to as Health Care reform, or as required by similar subsequent statutes or regulations implemented during the term of this agreement.

32.9 HRA Contributions for Future Retirees – Reopener [Omitted]

The County and the Association agree to a reopener to begin no later than 90 days following Board approval of the MOU to discuss options to provide future retirees covered by Section 6.2 with HRA contributions in lieu of County contributions to medical plans described in Section 6.2 B. (County Contributions Toward Retiree Medical Plans – Employees Hired Before January 1, 2009). The parties agree to include in these discussions, options for resolution of outstanding issues related to the DSA Retiree Medical Trust in Section 6.6.7. It is the parties' intention to complete these reopener discussions within 120 days of the Board's approval of the MOU.

32.10 Favored Nation Clause – Reopener

If, during the term of this extension another bargaining unit other than 0049 (Board of Supervisors), 0050 (Administrative Management), and 0052 (Department Heads) receives an increase or improvement in compensation or other economic benefits that is greater than agreed to by DSLEM, the County agrees to open the MOU and meet and confer with DSLEM on the subject of compensation.

Segal Consulting

330 North Brand Boulevard Suite 1100 Glendale, CA 91203-2308
T 818.956.6777 www.segalco.com

MEMORANDUM

To: Marcia Chadbourne
County of Sonoma

From: Thomas M. Morrison, Jr.

Date: August 7, 2018

Re: **Retiree Health (OPEB) Plan**
Alternative Plan Design to the June 30, 2017 Valuation Under GAS 74/75

In the attached exhibits, we have provided the liability summaries for the following current and alternative plan design for the active members from the Deputy Sheriffs and Law Enforcement Management bargaining units. The calculations are consistent with our memo as of May 7, 2018 and are based on the June 30, 2017 Actuarial Valuation under GAS 74/75. These calculations are provided in compliance with California Government Code §7507.

CURRENT PLAN

Post July 1, 2016 Group
(For eligible retirees hired prior to January 1, 2009 and retired on or after July 1, 2016)

For eligible retirees hired prior to January 1, 2009 with 10 years of service, the County provides a payment of $500/month, provided the retiree enrolls in a County-provided medical plan, plus a Medicare Part B reimbursement of $96.40/month. In addition, for all eligible retirees, the County provides an implicit subsidy.

ALTERNATIVE 1

Post July 1, 2016 Group
(For eligible retirees hired prior to January 1, 2009 and retired on or after July 1, 2016)

For eligible retirees hired prior to January 1, 2009 with 10 years of service the County provides:

- Payment of $500/month with no medical enrollment requirement.
- Continued implicit subsidy, allowing retirees under age 65 to purchase health insurance from the County at blended active/retiree rates.
- No Medicare Part B reimbursement.

The Total OPEB Liability for these groups slightly decreased by $69,442 from $17,424,444 to $17,355,002 overall.

CONCLUSION

Exhibit 1 shows the comparison of cost of the proposed plan to the current plan for the Deputy Sheriffs and Law Enforcement Management bargaining units. Except as noted above, the results are based on the data, actuarial cost method, and other assumptions used in the June 30, 2017 actuarial valuation, using census data as of June 30, 2016. Exhibit 1 shows the liability summaries for the current plan, including the SCARE* Settlement agreement and alternative plan designs as outlined in the proposed Tentative Agreement between the County of Sonoma and the Deputy Sheriffs and Law Enforcement Management Associations. Exhibit 2 shows the actuarial assumptions used in the current plan. Exhibit 3 shows a summary of current plan provisions. Exhibit 4 shows a summary of participant data used in our analysis.

The calculations in this memo were prepared under the supervision of Mary Kirby, FSA, FCA, MAAA. We look forward to discussing any questions or comments you may have.

Please feel free to contact us if you would like to discuss these further.

TJH/bqb
Attachment

cc: Mary Kirby
Harold Cooper
Robert Mitchell

* Sonoma County Association of Retired Employees vs. County of Sonoma

EXHIBIT 1

Comparison of Current and Alternative Plan Designs

SUMMARY OF VALUATION RESULTS CURRENT FOR ACTIVE MEMBERS AS OF JUNE 30, 2017
USING METHODS AND ASSUMPTIONS PRESCRIBED BY GAS 74/75

Deputy Sheriffs (DSA 0046)

OPEB Liability	Plan Provisions Reflected in Valuation as of June 30, 2017[1]	Valuation Based Upon Alternative 1[2]	Difference
Implicit Subsidy Liability	$4,908,232	$4,908,232	$0
Medicare Part B Liability	559,062	0	(559,062)
Cash Subsidy Liability	6,425,672	6,920,889	495,217
Total OPEB Liability	$11,892,966	$11,829,121	($63,845)

Deputy Sheriffs (DSA 0047)

OPEB Liability	Plan Provisions Reflected in Valuation as of June 30, 2017[1]	Valuation Based Upon Alternative 1[2]	Difference
Implicit Subsidy Liability	$1,461,152	$1,461,152	$0
Medicare Part B Liability	187,217	0	(187,217)
Cash Subsidy Liability	2,129,101	2,311,401	182,300
Total OPEB Liability	$3,777,470	$3,772,553	($4,917)

Law Enforcement Management (DSLEM 0043)

OPEB Liability	Plan Provisions Reflected in Valuation as of June 30, 2017[1]	Valuation Based Upon Alternative 1[2]	Difference
Implicit Subsidy Liability	$666,919	$666,919	$0
Medicare Part B Liability	89,825	0	(89,825)
Cash Subsidy Liability	997,264	1,086,409	89,145
Total OPEB Liability	$1,754,008	$1,753,328	($680)

(1) All future retirees on or after 7/1/2016 and hired before 2009: Up to $500/month if enrollment in a County medical plan. Continued Medicare Part B reimbursement of $96.40 and implicit subsidy, allowing retirees under age 65 to purchase health insurance at blended active/retiree rates.

(2) All future retirees on or after 7/1/2016 and hired before 2009: $500/month with no medical enrollment requirement. Removed the Medicare Part B reimbursement of $96.40, continue implicit subsidy, allowing retirees under age 65 to purchase health insurance at blended active/retiree rates.

The Net OPEB liability was measured as of June 30, 2017.

Actuarial assumptions: The total OPEB liability was determined by an actuarial valuation as of June 30, 2017 using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.00%
Investment rate of return on Plan assets	6.50%, net of OPEB plan investment expense, including inflation
Other assumptions	See analysis of actuarial experience shown in the January 1, 2012 through December 31, 2014 Actuarial Experience Study dated October 2, 2015 and the Economic Actuarial Assumption Study for December 31, 2015 Actuarial Valuation dated September 30, 2015 for the Sonoma County Employees' Retirement Association (SCERA).

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which the expected future real rates of return (expected returns, net of inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation and subtracting expected investment expenses and a risk margin. The target allocation and projected arithmetic real rates of return for each major asset class, after deducting inflation, but before investment expenses, is used in the derivation of the long-term expected investment rate of return assumption.

Discount rate: The discount rates used to measure the total OPEB liability was 3.78% as of June 30, 2017. The projection of cash flows used to determine the discount rate assumed that employer contributions will be made at rates proportional to the actuarially determined contribution rates. For this purpose, employer contributions that are intended to fund benefits of current plan members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs for future plan members and their beneficiaries are not included. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments for current plan members through the fiscal year ending June 30, 2025.

EXHIBIT 2

Actuarial Assumptions Current Plan

Rationale for Demographic and Noneconomic Assumptions:

The information and analysis used in selecting each demographic (mortality, retirement, disability and turnover) assumption that has a significant effect on this actuarial valuation is shown in the experience study for the Sonoma County Employees' Retirement Association, using expeience from January 1, 2012 through December 31, 2014.

The information and anaylsis used in selecting the salary scale and inflation is shown in the Economic Actuarial Assumption Study dated September 30, 2015 for the Sonoma County Employees' Retirement Association's December 31, 2015 Actuarial Valuation.

Post-Retirement Mortality Rates:

Healthy Retirement:

For General Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP2014D set back one year for males and set forward one year for females.

For Safety Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP2014D set back one year.

Disabled Retirement:

Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP20142D set forward five years.

For Safety Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP20142D set forward four years.

The mortality tables shown above were determined so as to reasonably reflect future mortality improvement, based on a review of the mortality experience in the January 1, 2012 – December 31, 2014 Actuarial Experience Study.

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Termination Rates Before Retirement:

Mortality Rates:

	Rate (%)			
	General		Safety	
Age	Male	Female	Male	Female
30	0.02	0.01	0.02	0.01
35	0.03	0.01	0.03	0.01
40	0.03	0.02	0.03	0.02
45	0.05	0.03	0.05	0.03
50	0.08	0.06	0.08	0.06
55	0.14	0.09	0.14	0.09
60	0.23	0.12	0.23	0.12

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Disability Rates:

	Rate (%)	
Age	**General[(1)]**	**Safety[(2)]**
20	0.05	0.06
25	0.05	0.16
30	0.08	0.38
35	0.13	0.65
40	0.18	0.90
45	0.29	1.60
50	0.38	2.30
55	0.43	2.80
60	0.51	0.00

(1) 50% of General disabilities are assumed to be service connected disabilities. The other 50% are assumed to be non-service connected disabilities.

(2) 95% of Safety disabilities are assumed to be service connected disabilities. The other 5% are assumed to be non-service connected disabilities.

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Withdrawal Rates:

	Rate (%)	
	Withdrawal (< 5 Years of Service)	
Years of Service	General	Safety
0	6.0	4.0
1	4.0	2.4
2	3.0	1.6
3	2.5	1.6
4	2.0	1.6

	Rate (%)	
	Withdrawal (5+ Years of Service)	
Age	General	Safety
20	1.50	1.60
25	1.50	1.60
30	1.50	1.26
35	1.05	0.70
40	0.60	0.34
45	0.48	0.14
50	0.34	0.00
55	0.24	0.00
60	0.14	0.00

No withdrawal is assumed after a member is assumed to retire.

Termination Rates Before Retirement:

Vested Termination Rates:

	Rate (%)	
	Vested Termination (<5 Years of Service)	
Years of Service	General	Safety
0	6.25	6.00
1	5.50	4.00
2	4.00	4.00
3	3.00	4.00
4	3.00	4.00

	Rate (%)	
	Vested Termination (5+ Years of Service)	
Age	General	Safety
20	3.00	4.00
25	3.00	4.00
30	3.00	3.40
35	3.00	2.10
40	2.40	1.05
45	2.00	0.60
50	2.00	0.00
55	1.70	0.00
60	1.50	0.00

No vested termination is assumed after a member is assumed to retire.

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Retirement Rates:

	Rate (%)					
	General			Safety		
Age	Plan A Before 30 Years	Plan A 30 or More Years	Plan B	Plan A Before 30 Years	Plan A 30 or More Years	Plan B
50	7.0	10.0	0.0	14.0	10.0	4.0
51	7.0	10.0	0.0	16.0	12.0	5.0
52	7.0	12.0	4.0	16.0	18.0	6.0
53	8.0	16.0	1.5	18.0	25.0	6.0
54	9.0	20.0	2.5	24.0	50.0	8.0
55	10.0	25.0	2.5	30.0	100.0	20.0
56	10.0	30.0	4.5	30.0	100.0	15.0
57	10.0	30.0	5.5	25.0	100.0	15.0
58	15.0	30.0	6.5	25.0	100.0	20.0
59	20.0	40.0	7.5	25.0	100.0	20.0
60	25.0	40.0	8.5	100.0	100.0	100.0
61	25.0	45.0	9.5	100.0	100.0	100.0
62	30.0	45.0	14.5	100.0	100.0	100.0
63	30.0	45.0	16.5	100.0	100.0	100.0
64	30.0	45.0	19.0	100.0	100.0	100.0
65	30.0	45.0	24.0	100.0	100.0	100.0
66	40.0	45.0	20.0	100.0	100.0	100.0
67	40.0	50.0	20.0	100.0	100.0	100.0
68	50.0	50.0	20.0	100.0	100.0	100.0
69	80.0	80.0	20.0	100.0	100.0	100.0
70	100.0	100.0	100.0	100.0	100.0	100.0

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Future Benefit Accruals:	1.0 year of service per year.
Unknown Data for Members:	Same as those exhibited by members with similar known characteristics. If not specified, members are assumed to be male.
Definition of Active Members:	First day of pay period following employment.
Net Investment Return on Plan Assets:	6.50%, net of investment expenses.
Net Investment Return on Non-Plan Assets	3.58%
Actuarial Value of Assets:	Market value of assets
Data:	Detailed census data and financial data for postemployment benefits were provided by the County of Sonoma.
Actuarial Cost Method:	Entry Age, Level % of pay
Measurement Date:	June 30, 2017
Census Date:	June 30, 2016
Annual Inflation Rate:	3.00%
Annual Payroll Growth:	3.50%

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Salary Scale:

Annual Rate of Compensation Increase (%)

Inflation: 3.00% per year; plus "Across the Board" salary increases of 0.50% per year; plus Merit and Promotion increases as follows:

Years of Service	General	Safety
0	6.00	8.50
1	5.00	4.75
2	3.75	3.75
3	2.50	2.75
4	1.50	1.75
5+	0.50	0.50

Administrative Expenses:

HMOs — Administrative expenses were included in the premiums, not valued separately.

County Plan — An annual ASO fee for Fiscal Year 2016-2017 of $322 per retired life was valued.

Other — We include any expense associated with benefits (ASO, for example) or any administrative fees paid out of an OPEB trust. In accordance with the GASB Implementation Manual, we do not include County personnel or system costs to operate the plan.

Marital Status: At the time of retirement, 70% of male employees and 35% of female employees are assumed to have spouses who elect coverage.

Spouse Age Difference: Husbands are assumed to be 3 years older than their wives.

Participation: Active employees hired before January 1, 2009 with medical coverage, 90% are assumed to continue medical coverage at retirement.

Active employees hired on and after January 1, 2009, 0% are assumed to elect medical coverage at retirement.

Health Care Cost Subsidy Trend Rates:

Health care trend measures the anticipated overall rate at which health plan costs are expected to increase in future years. Trend rates are used to increase the stated subsidies into the future. For example, if the County Plan drug cost for the plan year 2016-2017 was $1,000, the assumed cost for 2017-2018 would be $1,075 [($1,000 x (1+7.50%)].

Year Ending June 30	County Health Plan Prescription Drug	County Health Plan Medical	HMO	Medicare Part B Premium*
2017	7.50%	8.50%	**	0.00%
2018	7.00%	8.00%	6.75%	0.00%
2019	6.50%	7.50%	6.50%	0.00%
2020	6.00%	7.00%	6.25%	0.00%
2021	5.50%	6.50%	6.00%	0.00%
2022	5.00%	6.00%	5.75%	0.00%
2023	5.00%	5.50%	5.50%	0.00%
2024	5.00%	5.00%	5.25%	0.00%
2025 and later	5.00%	5.00%	5.00%	0.00%

* *Note that we have assumed that under the new plan, Sonoma County will not increase its reimbursement beyond the 2008 calendar year premium level of $96.40.*

***Varies based on actual renewal.*

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Plan Design:	Development of plan liabilities was based on the substantive plan of benefits in effect as described in Exhibit III.
Per Capita Cost Development:	
Blue Cross (Medical and Drugs)	Per capita claims costs were based on actual paid claim experience furnished by the County for the period July 1, 2013 through June 30, 2016. Claims were separated by plan year and participant status (Medicare vs. Non-Medicare), then adjusted as follows: ➢ paid claims were multiplied by a factor to yield an estimate of incurred claims, ➢ total claims were divided by the number of adult members to yield a per capita claim, ➢ the per capita claim was trended to the midpoint of the valuation year at assumed trend rates, and ➢ the per capita claim was adjusted for the effect of any plan changes. Per capita claims for each plan year were then combined by taking a weighted average. The weights used in this average account for a number of factors including each plan year's volatility of claims experience and distance to the valuation year. Actuarial factors were then applied to the weighted average cost to estimate individual retiree and spouse costs by age and by gender.
HMO Plan (Medical and Drugs)	Per capita costs were based on the actual HMO monthly premiums. Actuarial factors were applied to the non-Medicare premiums to estimate individual retiree and spouse costs by age and by gender.
Other	The monthly subsidy for Medicare Part B premiums for the year 2016-17 was $96.40, resulting in an annualized premium of $1,157.

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Per Capita Costs (continued)

	Kaiser Permanente Traditional HMO				Kaiser Permanente Hospital Services DHMO			
	Retiree		Spouse		Retiree		Spouse	
Age	Male	Female	Male	Female	Male	Female	Male	Female
50	$9,068	$10,329	$6,334	$8,294	$8,516	$9,700	$5,949	$7,789
55	10,769	11,119	8,476	9,600	10,114	10,442	7,960	9,016
60	12,790	11,985	11,347	11,134	12,011	11,255	10,656	10,457
64	14,673	12,714	14,324	12,531	13,780	11,940	13,452	11,769
65	3,785	3,217	3,785	3,217	N/A	N/A	N/A	N/A
70	4,387	3,467	4,387	3,467	N/A	N/A	N/A	N/A
75	4,727	3,732	4,727	3,732	N/A	N/A	N/A	N/A
80	5,090	4,023	5,090	4,023	N/A	N/A	N/A	N/A

	Kaiser Permanente Deductible First DHMO				Sutter			
	Retiree		Spouse		Retiree		Spouse	
Age	Male	Female	Male	Female	Male	Female	Male	Female
50	$7,196	$8,196	$5,026	$6,581	$9,265	$10,554	$6,472	$8,474
55	8,546	8,823	6,726	7,618	11,004	11,361	8,660	9,809
60	10,149	9,510	9,004	8,835	13,068	12,245	11,593	11,376
64	11,644	10,089	11,366	9,944	14,992	12,990	14,635	12,804
65	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
70	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
75	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Per Capita Costs (continued)

	Western Health Advantage				UHC-AARP			
	Retiree		Spouse		Retiree		Spouse	
Age	Male	Female	Male	Female	Male	Female	Male	Female
50	$8,635	$9,835	$6,031	$7,897	N/A	N/A	N/A	N/A
55	10,255	10,587	8,071	9,141	N/A	N/A	N/A	N/A
60	12,178	11,412	10,804	10,602	N/A	N/A	N/A	N/A
64	13,972	12,106	13,639	11,932	N/A	N/A	N/A	N/A
65	N/A	N/A	N/A	N/A	$2,614	$2,222	$2,614	$2,222
70	N/A	N/A	N/A	N/A	3,030	2,395	3,030	2,395
75	N/A	N/A	N/A	N/A	3,265	2,578	3,265	2,578
80	N/A	N/A	N/A	N/A	3,516	2,779	3,516	2,779

	County Plan							
	Medical				Drug			
	Retiree		Spouse		Retiree		Spouse	
Age	Male	Female	Male	Female	Male	Female	Male	Female
50	$10,064	$11,464	$7,030	$9,205	$3,047	$3,470	$2,128	$2,786
55	11,953	12,340	9,407	10,655	3,618	3,736	2,848	3,225
60	14,195	13,301	12,593	12,357	4,297	4,026	3,812	3,741
64	16,285	14,111	15,898	13,908	4,930	4,271	4,812	4,210
65	1,799	1,529	1,799	1,529	5,103	4,338	5,103	4,338
70	2,085	1,648	2,085	1,648	5,915	4,675	5,915	4,675
75	2,247	1,774	2,247	1,774	6,374	5,032	6,374	5,032
80	2,419	1,912	2,419	1,912	6,864	5,425	6,864	5,425

Retiree Health Insurance Premiums Used in the June 30, 2016 Valuation

For retirees in pay status, we use the relevant premiums provided on participant records. In cases where the carrier elections are unknown, we will assume the participant elects carriers in the same proportion as current retirees in that group. The table below shows the distribution of medical insurance carriers for retirees as of June 30, 2016 and premium rates for the premium year ending May 31, 2017.

	Under Age 65			
	Election Percent			
Carrier	Assumed		2016-2017	2017-2018
County Health Plan PPO	17%	Single	$1,296.18	N/A
		Participant + 1	2,547.92	N/A
County Health Plan EPO	5%	Single	1,067.38	N/A
		Participant + 1	2,085.06	N/A
Kaiser Permanente (California) Traditional HMO	63%	Single	695.44	$754.14
		Participant + 1	1,390.90	1,508.29
Kaiser Permanente (California) Hospital Service DHMO	4%	Single	559.94	607.20
		Participant + 1	1,119.88	1,214.40
Kaiser Permanente (California) Deductible First DHMO	4%	Single	519.60	563.45
		Participant + 1	1,039.20	1,126.91
Sutter Health Plan HMO	7%	Single	575.06	575.06
		Participant + 1	1,150.20	1,150.20
Western Health Advantage HMO	0%	Single	667.36	694.38
		Participant + 1	1,334.72	1,388.78

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Retiree Health Insurance Premiums Used in the June 30, 2016 Valuation (continued)

	Age 65 and Over		
	Election Percent	Single Party Over 65	
Carrier	**Assumed**	**2016-2017**	**2017-2018**
County Health Plan PPO	35%	N/A	N/A
County Health Plan EPO	0%	N/A	N/A
Kaiser Senior Advantage	45%	$325.59	$322.33
UHC AARP*	20%	$217.84	N/A

* *Average based on premiums for various areas, as reported for current retirees.*

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Dental Subsidy	Because most retirees are assumed to pay the full cost of dental insurance, dental benefits will not be included in this valuation. County paid dental coverage will not be valued as the number of current and future retirees eligible for this benefit is de-minimis.
Medicare Part B Subsidy	We have assumed that the County of Sonoma will reimburse the basic monthly premium of $96.40 for 2009 and thereafter with no future increases. We have assumed that retirees will pay any additional premium. In addition, employees hired after December 31, 2008 will not receive County paid reimbursement for Medicare Part B premiums.

EXHIBIT 3

Summary of Current Plan

This exhibit summarizes the major benefit provisions as included in the valuation. To the best of our knowledge, the summary represents the substantive plans as of the measurement date. It is not intended to be, nor should it be interpreted as, a complete statement of all benefit provisions.

Eligibility:

Participant must retire from County service, covered under a medical plan of the County at the time of retirement, and be eligible to receive a monthly pension from the Sonoma County's Employees Retirement Association (SCERA) defined benefit pension plan at the time of retirement.

- For retirees hired prior to January 1, 2009 and retired after June 30, 2016 with 10 years of service is required to receive County subsidy

  -No change in Current Plan

- For Employees hired after December 31, 2008 will not be eligible for the $500 subsidy or the Medicare Part B Subsidy. They will continue to receive the implicit subsidy.

  -No change in Current Plan

- For retirees hired prior to January 1, 2009 and retired by June 30, 2016 with 10 years of service is required to receive County

  - Subsidized ($500 contribution) medical coverage from June 1, 2016 through May 31, 2026

  - Subsidized ($200 contribution) medical coverage from June 1, 2026 through May 31, 2041

Effective April 10, 2007, disability retirees are subject to the same service requirements as regular retirees[1].

In the case of a line-of-duty death, dependents of the deceased law enforcement member(s) are eligible to receive County-subsidized medical coverage[2].

[1] Disability retirees offered medical benefits prior to 2007 were allowed to keep this coverage, even if they did not meet the 10-year requirement.

[2] Pursuant to California Labor Code §4856.

Benefit Types:	Retirees are eligible for medical and drug benefits provided under two self-insured indemnity plans administered by Anthem Blue Cross (County Health Plan PPO or County Health Plan EPO). In addition, retirees not yet eligible for Medicare can enroll in any of three Kaiser plans, Sutter Health or Western Health Advantage HMOs, while retirees eligible for Medicare can enroll in a Kaiser HMO or a UHC AARP HMO. Medicare Part B premiums are reimbursed by the County to eligible retired members at a fixed contribution of $96.40 per month, but not to dependents. In addition, retirees are eligible for dental benefits from Delta Dental at full cost to the retiree. Since these benefits are fully paid by the retirees, they have been excluded from this valuation.
Duration of Coverage:	Except as noted above, lifetime, subject to continuing support by the Board of Supervisors
Dependent Benefits:	Same as retirees
Dependent Coverage:	Benefits are available for dependents. However, the County does not subsidize coverage for all dependents, except as noted in footnote 2 on first page of Exhibit III. As of April 2007, disabled retirees qualify for dependent coverage the same as regular retirees.
County Contributions Toward Benefit:	Retirees may elect to enroll in any County offered medical plan and shall pay for all costs in excess of the County contribution dollar amount. For plans with premiums under the dollar subsidy level, the County will pay the full cost of the coverage up to that subsidy level per month. Most retirees are responsible for the full cost of dental coverage. Therefore, no retiree dental costs have been reflected in this valuation.
Medicare Integration for the PPO Plan:	Carve-out method in which the plan benefit is first determined without regard to Medicare payments, and is then reduced by the amount of such payment

EXHIBIT 4

Summary of Participant Data

	June 30, 2016		
	Deputy Sheriffs (DSA 0046)	**Deputy Sheriffs (DSA 0047)**	**Law Enforcement Management (DSLEM 0043)**
Active Participants*			
Number	121	30	13
Average age	43.8	47.5	49.1
Average years of service	14.8	19.7	21.9
Average expected retirement age	53.8	53.9	54.2

** Actives hired prior to January 1, 2009*

Segal Consulting

100 Montgomery Street Suite 500 San Francisco, CA 94104-4308
T 415.263.8283 www.segalco.com

Andy Yeung ASA, MAAA, FCA, EA
Vice President & Actuary
ayeung@segalco.com

VIA E-MAIL & USPS

August 6, 2018

Ms. Julie Wyne
Chief Executive Officer
Sonoma County Employees' Retirement Association
433 Aviation Boulevard, Suite 100
Santa Rosa, CA 95403-1069

Re: Sonoma County Employees' Retirement Association (SCERA)
Disclosure under Government Code Section 31515.5 in compliance with Section 23026 – DSLEM

Dear Julie:

As requested, we are providing this letter with our analysis of the impact of several proposed changes in elements of pay and their potential impact on cost to provide benefits through SCERA as required under California Government Code Section 31515.5 in compliance with Section 23026.

BACKGROUND

We have been asked to prepare a Disclosure for the above Government Code Sections regarding salary changes proposed for approximately 14 Safety County members covered under DSLEM. The proposed changes in salaries and benefits that we have reviewed were provided by the County and are outlined in Exhibit 1 attached.

Prior to authorizing changes in salaries or benefits, we understand that the above Government Code Sections require certain disclosures be provided, including an explanation of the financial impact that the proposed benefit change or salary increase will have on the funding status of the county employees' retirement system.

RESULTS

After reviewing the proposed salary increases for employees covered under DSLEM as provided by the County and outlined in Exhibit 1, we have concluded that the assumptions applied in the December 31, 2016 Valuation to develop the employer costs for the 2018/2019 Fiscal Year for the Safety County membership group, are sufficient to cover the costs of the proposed salary increases under item 1 for this group. Further, the savings from the proposed salary increases are sufficient to cover the increase in the County's normal cost contributions due to the paid parental leave under item 2.

The proposed salary increases under item 1, as described herein, would decrease the Safety County total employer and employee normal cost by approximately $5,000 in the first year. When averaged over Plans A and B, a Safety County employee is expected to pay about 35% of the total normal cost[1], resulting in a decrease to the employer's normal cost contribution by roughly $3,000. Additionally, the proposed salary increases would decrease the Safety County Unfunded Actuarial Accrued Liability (UAAL) by $75,000, which translates to a decrease in the amortization payment by approximately $5,000 in the first year, for a total employer contribution decrease of about $8,000.

The proposed paid parental leave under item 2 would increase the Safety County total employee and employer normal cost contributions by approximately $2,000 in the first year. When averaged over Plans A and B, a Safety County employee is expected to pay about 35% of the total normal cost[1], resulting in an increase to the employer's normal cost contribution by roughly $1,000. The contribution decrease of about $8,000 calculated above is sufficient to cover the increase in employer normal cost contributions due to the paid parental leave for a net total employer contribution decrease of about $7,000.

ANALYSIS

Exhibit 1 (attached) outlines the proposed changes to the elements of pay. For those changes of pay elements that are deemed to be pensionable, we have included our analysis below.

Pensionable Elements of Pay

The employer costs developed in our Actuarial Valuation and Review as of December 31, 2016 includes a 3.50% annual wage growth assumption that is applied to project all future salary amounts for pension purposes.

In Exhibit 1 we have listed the two items and the associated increase in the proposed pensionable elements of pay. The total increase in Safety County salary for item 1 is expected to be approximately $61,483. This is equivalent to $4,392 each over the 14

[1] The 35% of the total normal cost expected to be paid by the Safety County employees reflects payment of 50% of the Normal Cost by Plan B members, however, for Plan A members it has been calculated prior to reflecting any additional contributions (i.e., above those determined under the County Employees Retirement Law of 1937 for Plan A members) that may have been agreed to be paid by those employees covered under DSLEM.

Safety DSLEM positions that have been communicated to us by the County. Even though we do not have complete data as to the exact employees who would be eligible for the proposed changes, if we take the average salary increase stated above of $4,392 and divide it by the average Safety DSLEM member salary of $166,505 (as provided by the County), we estimate an average increase in salary of 2.64% as a result of the proposed changes. This increase is less than our 3.50% wage increase assumption by 0.86%. Please refer to the Results section of this letter for the contribution decrease from these salary changes.

Also in Exhibit 1 we have listed the estimated increase in pensionable pay for item 2. In our December 31, 2016 valuation, the normal cost rates have been calculated assuming all members would work prospectively on a full time basis. In practice, if members subsequently take an unpaid leave then the County would recognize a normal cost contribution savings during that time (as no such contributions would be made). Under the proposed paid parental leave, a portion of the leave that would previously have been unpaid will now be paid by the County. We have estimated this increase in pay to be $6,379, as detailed in Exhibit 1. Since the total normal cost contribution for a Safety County member (weighted for Plan A and Plan B members) is 26.40%, then the additional total normal cost contributions as a result of this proposed increase would be approximately $2,000. Please refer to the Results section of this letter for the derivation of the employer contribution increase due to the paid parental leave.

Non-Pensionable Elements of Pay

It is our understanding that SCERA and the County have rendered a determination that Items 3 – 7 in Exhibit 1 are non-pensionable elements of pay. Therefore, these items will not have any impact on the level of benefits and will not increase the employer cost of the plan.

The undersigned is a member of the American Academy of Actuaries and I meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein.

Please let us know if you have any questions on this information.

Andy Yeung

Sincerely,

Andy Yeung

EK/bbf
Enclosure

Exhibit 1

Summary of Elements of Pay – DSLEM

Item	Pensionable Elements of Pay		
		Eligible Employee Count	**Estimated Amount**
1	One time lump sum	Safety: 14	Safety[2]: $61,483
2	Paid parental leave	Safety: 1	Safety[3]: $6,379
	Non-Pensionable Elements of Pay		
3	8 hours of holiday time on Cesar Chavez day		
4	8 hours of floating holiday time each calendar year		
5	Increase in County's contributions for Medical Premiums		
6	Increase in County's contributions for Dental Premiums		
7	Increase in Maximum Accumulated Vacation Hours		

[2] The estimated cost for item 1 was provided directly by the County.

[3] The cost for item 2 has been estimated by Segal using the following data items and formula: (i) number of eligible employees taking this leave of 1 (as provided by the County) times (ii) the average Safety DSLEM member salary of $166,505 (as provided by the County) times (iii) the ratio of the number of hours of paid parental leave to the full-time equivalent number of hours (i.e., eight 40-hour weeks over 2088 hours) times (iv) 25% (i.e., the amount of leave that would have otherwise been unpaid).

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 47
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 21, 2018

Vote Requirement: Informational Only

Department or Agency Name(s): Clerk-Recorder-Assessor

Staff Name and Phone Number:
William F. Rousseau – 565-1876

Supervisorial District(s):

Title: Assessment Roll 2018-2019

Recommended Actions:

Informational presentation – The 2018-2019 Assessment Roll

Executive Summary:

The 2018-2019 Assessment roll contains the assessed valuation of all taxable real and business property on the local tax roll. This informational presentation is provided annually to the Board.

Discussion:

Detailed 2018-2019 Assessment Roll valuations results are described in the attached memorandum to the Board Chair from the Clerk-Recorder-Assessor. Overall roll values as of 1/1/2018 are 5.46% greater than 1/1/2016, which is the lowest increase in assessed value since 2013-2014.

County Administrator's FY 18-19 Budget Impact Summary Discussion:

This valuation confirms a continuing reduction of the growth rate due to the impacts of the fire and the pre-existing issue of limited inventory. Using an annual consumer price index of 2% issued by the state for counties valuation, staff conservatively assumed a 2.5% property value growth as part of the Fiscal Year 2018-19 Adopted Budget. Staff estimates that the final Fiscal Year 2018-19 Assessed Value growth of 4.02% will result in the collection of approximately $3.4 million in additional property taxes over the 2.5% estimate in the Fiscal Year 2018-19 Adopted Budget. In accordance with the financial policies adopted by the Board in Fiscal Year 2017-18, the remaining unanticipated funds will reduce Fiscal Year 2018-19 General Fund budget reliance in year-end savings and provide capacity to increase funding to Capital Projects. The 1st Quarter budget update will recognize the additional revenues and program resources according to financial policies.

Prior Board Actions:

Annual information only presentations are received by the Board of Supervisors.

Strategic Plan Alignment	Goal 4: Civic Services and Engagement
Assessor's annual presentation of the new fiscal year property roll assessed value keeps the public informed of one of the county's principal local economic indicators.	

Fiscal Summary

Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Unanticipated property tax revenues of approximately $3.4 million are estimated, and in accordance with the Board's 2017-18 financial policies, will reduce FY 2017-18 General Fund budget reliance in year-end savings and provide capacity to increase funding to Capital Projects. The 1st Quarter budget update will recognize the additional revenues and program resources according to financial policies.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Attachment 1: 2018-19 Assessment Roll Memorandum to the Board of Supervisors' Chair
Attachment 2: Comparison Secured/Unsecured Value
Attachment 3: Comparison Incorporated/Unincorporated Value
Attachment 4: Comparison Cities Assessment Roll Values

Attachment 5: PowerPoint Presentation
Related Items "On File" with the Clerk of the Board:

SONOMA COUNTY
Clerk-Recorder-Assessor
www.sonoma-county.org/cra

ASSESSOR DIVISION

William F. Rousseau
Clerk-Recorder-Assessor
585 Fiscal Dr., Rm. 104
Santa Rosa, CA 95403
Tel: (707) 565-1877
Fax: (707) 565-1364

MEMORANDUM

DATE: **August 14, 2018**
TO: **James Gore, Chair, Sonoma County Board of Supervisors**
FROM: **William F. Rousseau, Sonoma County Clerk-Recorder-Assessor**
RE: **Presentation of the 2018-2019 Assessment Roll**

On behalf of the Assessor's Office, it's my honor to present to you the 2018-2019 property tax Assessment Roll. This is my 35th assessment roll and it will be my last one as the Sonoma County Assessor. This year's percentage increase is 4.02%. This is the sixth consecutive year that Sonoma County has experienced positive roll growth. While this increase reflects a strong residential real estate market, it also indicates a slower growth trend for property tax assessments. One determining factor that contributed to the lower percentage was a 2% decline in assessed value due to the October 2017 Wildfires reassessments.

Even with the temporary loss in value due to the Wildfires, the 2018-2019 value of all locally assessed taxable property in Sonoma County is an all-time high total value of $88,980,645,021, an increase of $3,440,665,992 above last year's local assessment roll. This is an increase in the roll of 4.02%, which is the lowest increase in assessed value since 2013-2014. Contributing factors to this year's assessment roll increase are the following:

- A slowly diminishing number of property values that have been adjusted upward but are still below their factored Prop. 13 value.
- Increasing market values for properties that sold during calendar year 2017.
- A slight uptick in new construction.
- The Consumer Price Index adjustment.
- Fire Calamity adjusted values downward $1.8 Billion

The 2018-2019 assessment roll includes a 2% Consumer Price Index increase, which was applied on a portion of the annual assessments. By law the consumer price index is applied to only those properties that were not in decline-in-value status, and did not experience a change of ownership, or were not newly constructed. (Prop. 13 factored Base Year Value)

All cities within Sonoma County experienced positive changes due to roll increases in each jurisdiction. Attached is a report for the cities and the unincorporated areas of the county. Here are a few of the notable highlights:

- Due to October 2017 Wildfires, Santa Rosa and the unincorporated areas of the county had the lowest increases, 3.7% and 1.98% respectively.

- Healdsburg and Rohnert Park experienced the largest increases ranging from 8.92% to 9.72% respectively.

- Unincorporated areas of Sonoma County had an increase of 1.98%, resulting in an overall taxable value increase of $697,935,478.

The following summary represents the secured and unsecured Sonoma County assessment roll for 2018-2019:

2018-2019 Roll	Gross Roll	Exempt	Net Taxable
Secured	$89,194,143,225	$3,080,837,459	$86,113,305,766
Unsecured	$3,004,442,671	$137,103,416	$2,867,339,255
Totals	$92,198,585,896	$3,217,940,875	$88,980,645,021

These totals do not include the State assessed properties (unitary and utility roll) which increased 6.94%. The roll as presented reflects values as of the lien date, January 1, 2018. Assessed values for approximately 7,926 residential properties remain in Proposition 8 (decline in value) status. These properties are required to be reviewed annually, until the value returns to the Proposition 13 value factored. It should be noted that, if the market continues to recover, values will be correspondingly restored. Restorations of property values which have been lowered under Proposition 8 are not subject to the 2% maximum increase limitations imposed under Proposition 13, and as such are sometimes a cause of confusion for property owners.

Owners who disagree with new values may file an Application for Changed Assessment with the Assessment Appeals Board. The period to file an assessment appeal on the 2018-2019 annual assessed values runs from July 2nd, 2018 to November 30th, 2018. As always, the Assessor's Division is committed to working with property owners to explain the process and to ensure that fair and equitable property values are enrolled.

I would like to recognize the staff of the Assessor's Division, who worked extremely hard to produce this assessment roll despite being effected both personally and professionally by the October Wildfires. The production of the 2018-19 Assessment Roll, which was extended past the normal due date of June 30th, represents the culmination of a year's work. The Assessor's Division continues to look for ways to improve all of its processes to become more efficient. With the introduction of a formal Process Improvement Program in all of the divisions, we hope to continue this culture as the new County Clerk Recorder Assessor takes office in 2019. The October Wildfires brought out the best in all of our staff, their degree of teamwork, their dedication and commitment to the office and to the County of Sonoma is greatly appreciated.

Attachments

cc: Members, Sonoma County Board of Supervisors
Sheryl Bratton, Sonoma County Administrator
Bruce Goldstein, County Counsel
Erick Roeser, Sonoma County Auditor-Controller/Treasurer-Tax Collector
Brooke Koop, Tax Accounting Manager, Auditor's Office
Niki Berrocal, Deputy County Administrator, Budget Manager

COUNTY OF SONOMA
COMPARISON OF SECURED / UNSECURED VALUE

	LAND	IMPROVEMENTS	PERSONAL PROP	TOTALS	EXEMPTIONS	TAXABLE
2017/18						
Secured	$33,790,486,929	$51,548,772,478	$683,821,973	$86,023,081,380	$3,136,211,269	$82,886,870,111
Unsecured	$21,141,071	$990,933,741	$1,762,161,599	$2,774,236,411	$121,127,493	$2,653,108,918
TOTAL	**$33,811,628,000**	**$52,539,706,219**	**$2,445,983,572**	**$88,797,317,791**	**$3,257,338,762**	**$85,539,979,029**
2018/19						
Secured	$35,943,503,649	$52,528,158,652	$722,480,924	$89,194,143,225	$3,080,837,459	$86,113,305,766
Unsecured	$49,496,196	$1,068,315,955	$1,886,630,520	$3,004,442,671	$137,103,416	$2,867,339,255
TOTAL	**$35,992,999,845**	**$53,596,474,607**	**$2,609,111,444**	**$92,198,585,896**	**$3,217,940,875**	**$88,980,645,021**
Secured	$2,153,016,720	$979,386,174	$38,658,951	$3,171,061,845	($55,373,810)	$3,226,435,655
% CHANGE	6.37%	1.90%	5.65%	3.69%	-1.77%	3.89%
Unsecured	$28,355,125	$77,382,214	$124,468,921	$230,206,260	$15,975,923	$214,230,337
% CHANGE	134.12%	7.81%	7.06%	8.30%	13.19%	8.07%
TOTAL Change	**$2,181,371,845**	**$1,056,768,388**	**$163,127,872**	**$3,401,268,105**	**($39,397,887)**	**$3,440,665,992**
	6.45%	**2.01%**	**6.67%**	**3.83%**	**-1.21%**	**4.02%**

Note: Public Utility roll value not included in the above

COUNTY OF SONOMA
COMPARISON OF INCORPORATATED / UNINCORPORATED VALUE

	LAND	IMPROVEMENTS	PERSONAL PROP	TOTALS	EXEMPTIONS	TAXABLE
2017/18						
Incorporated	$18,341,882,892	$32,689,817,358	$1,444,360,994	$52,476,061,244	$2,270,384,906	$50,205,676,338
Unincorporated	$15,469,745,108	$19,849,888,861	$1,001,622,578	$36,321,256,547	$986,953,856	$35,334,302,691
TOTAL	**$33,811,628,000**	**$52,539,706,219**	**$2,445,983,572**	**$88,797,317,791**	**$3,257,338,762**	**$85,539,979,029**
2018/19						
Incorporated	$19,847,143,756	$33,832,368,555	$1,519,427,156	$55,198,939,467	$2,250,532,615	$52,948,406,852
Unincorporated	$16,145,856,089	$19,764,106,052	$1,089,684,288	$36,999,646,429	$967,408,260	$36,032,238,169
TOTAL	**$35,992,999,845**	**$53,596,474,607**	**$2,609,111,444**	**$92,198,585,896**	**$3,217,940,875**	**$88,980,645,021**
Incorporated	$1,505,260,864	$1,142,551,197	$75,066,162	$2,722,878,223	($19,852,291)	$2,742,730,514
% CHANGE	8.21%	3.50%	5.20%	5.19%	-0.87%	5.46%
Unincorporated	$676,110,981	($85,782,809)	$88,061,710	$678,389,882	($19,545,596)	$697,935,478
% CHANGE	4.37%	-0.43%	8.79%	1.87%	-1.98%	1.98%
TOTAL Change	**$2,181,371,845**	**$1,056,768,388**	**$163,127,872**	**$3,401,268,105**	**($39,397,887)**	**$3,440,665,992**
	6.45%	**2.01%**	**6.67%**	**3.83%**	**-1.21%**	**4.02%**

Note: Public Utility roll value not included in the above

TRA 001

City of Cloverdale

Comparison of Assessment Roll Values

	Land	Improvements	Personal Property	Gross Totals	Exemptions	Net Taxable
2017/18						
Secured	$351,224,967	$694,846,229	$3,520,596	$1,049,591,792	$30,570,434	$1,019,021,358
Unsecured	$202,662	$22,913,901	$35,415,664	$58,532,227	$1,177,500	$57,354,727
TOTALS	**$351,427,629**	**$717,760,130**	**$38,936,260**	**$1,108,124,019**	**$31,747,934**	**$1,076,376,085**
2018/19						
Secured	$381,917,593	$739,888,992	$3,516,810	$1,125,323,395	$33,747,630	$1,091,575,765
Unsecured	$789,439	$14,725,569	$30,454,294	$45,969,302	$1,116,591	$44,852,711
TOTALS	**$382,707,032**	**$754,614,561**	**$33,971,104**	**$1,171,292,697**	**$34,864,221**	**$1,136,428,476**
TOTAL Change	**$31,279,403**	**$36,854,431**	**($4,965,156)**	**$63,168,678**	**$3,116,287**	**$60,052,391**
	8.90%	**5.13%**	**-12.75%**	**5.70%**	**9.82%**	**5.58%**

Note: Public Utility roll value not included in the above

TRA 002

City of Healdsburg

Comparison of Assessment Roll Values

	Land	Improvements	Personal Property	Gross Totals	Exemptions	Net Taxable
2017/18						
Secured	$851,111,847	$1,521,841,723	$12,299,604	$2,385,253,174	$66,222,511	$2,319,030,663
Unsecured	$1,121,325	$37,780,816	$58,008,552	$96,910,693	$6,661,507	$90,249,186
TOTALS	**$852,233,172**	**$1,559,622,539**	**$70,308,156**	**$2,482,163,867**	**$72,884,018**	**$2,409,279,849**
2018/19						
Secured	$946,065,536	$1,628,141,609	$11,249,132	$2,585,456,277	$59,790,239	$2,525,666,038
Unsecured	$2,038,323	$51,959,371	$62,554,164	$116,551,858	$17,952,237	$98,599,621
TOTALS	**$948,103,859**	**$1,680,100,980**	**$73,803,296**	**$2,702,008,135**	**$77,742,476**	**$2,624,265,659**
TOTAL Change	**$95,870,687**	**$120,478,441**	**$3,495,140**	**$219,844,268**	**$4,858,458**	**$214,985,810**
	11.25%	**7.72%**	**4.97%**	**8.86%**	**6.67%**	**8.92%**

Note: Public Utility roll value not included in the above

TRA 003

City of Petaluma

Comparison of Assessment Roll Values

	Land	Improvements	Personal Property	Gross Totals	Exemptions	Net Taxable
2017/18						
Secured	$3,730,215,224	$5,864,071,001	$43,708,277	$9,637,994,502	$339,161,472	$9,298,833,030
Unsecured	$3,207,766	$160,195,497	$280,138,295	$443,541,558	$25,681,671	$417,859,887
TOTALS	**$3,733,422,990**	**$6,024,266,498**	**$323,846,572**	**$10,081,536,060**	**$364,843,143**	**$9,716,692,917**
2018/19						
Secured	$3,958,506,857	$6,191,049,154	$42,284,548	$10,191,840,559	$350,503,355	$9,841,337,204
Unsecured	$6,144,977	$173,338,457	$289,524,011	$469,007,445	$26,708,700	$442,298,745
TOTALS	**$3,964,651,834**	**$6,364,387,611**	**$331,808,559**	**$10,660,848,004**	**$377,212,055**	**$10,283,635,949**
TOTAL Change	**$231,228,844**	**$340,121,113**	**$7,961,987**	**$579,311,944**	**$12,368,912**	**$566,943,032**
	6.19%	**5.65%**	**2.46%**	**5.75%**	**3.39%**	**5.83%**

Note: Public Utility roll value not included in the above

TRA 004

City of Santa Rosa

Comparison of Assessment Roll Values

	Land	Improvements	Personal Property	Gross Totals	Exemptions	Net Taxable
2017/18						
Secured	$8,134,435,267	$15,482,176,428	$232,512,388	$23,849,124,083	$1,374,219,453	$22,474,904,630
Unsecured	$3,406,302	$245,599,689	$470,961,787	$719,967,778	$49,462,264	$670,505,514
TOTALS	**$8,137,841,569**	**$15,727,776,117**	**$703,474,175**	**24,569,091,861**	**$1,423,681,717**	**$23,145,410,144**
2018/19						
Secured	$8,800,520,818	$15,497,720,441	$253,386,159	$24,551,627,418	$1,295,222,198	$23,256,405,220
Unsecured	$14,488,161	$273,882,168	$499,452,293	$787,822,622	$48,760,535	$739,062,087
TOTALS	**$8,815,008,979**	**$15,771,602,609**	**$752,838,452**	**25,339,450,040**	**$1,343,982,733**	**$23,995,467,307**
TOTAL Change	**$677,167,410**	**$43,826,492**	**$49,364,277**	**$770,358,179**	**($79,698,984)**	**$850,057,163**
	8.32%	**0.28%**	**7.02%**	**3.14%**	**-5.60%**	**3.67%**

Note: Public Utility roll value not included in the above

TRA 005

City of Sebastopol

Comparison of Assessment Roll Values

	Land	Improvements	Personal Property	Gross Totals	Exemptions	Net Taxable
2017/18						
Secured	$463,179,465	$791,670,052	$3,379,096	$1,258,228,613	$44,665,438	$1,213,563,175
Unsecured	$88,608	$19,304,736	$21,719,002	$41,112,346	$429,354	$40,682,992
TOTALS	**$463,268,073**	**$810,974,788**	**$25,098,098**	**$1,299,340,959**	**$45,094,792**	**$1,254,246,167**
2018/19						
Secured	$486,038,097	$839,344,214	$3,437,826	$1,328,820,137	$45,707,325	$1,283,112,812
Unsecured	$506,738	$19,342,177	$21,985,756	$41,834,671	$411,917	$41,422,754
TOTALS	**$486,544,835**	**$858,686,391**	**$25,423,582**	**$1,370,654,808**	**$46,119,242**	**$1,324,535,566**
TOTAL Change	**$23,276,762**	**$47,711,603**	**$325,484**	**$71,313,849**	**$1,024,450**	**$70,289,399**
	5.02%	**5.88%**	**1.30%**	**5.49%**	**2.27%**	**5.60%**

Note: Public Utility roll value not included in the above

TRA 006

City of Sonoma

Comparison of Assessment Roll Values

	Land	Improvements	Personal Property	Gross Totals	Exemptions	Net Taxable
2017/18						
Secured	$1,157,675,273	$1,538,683,903	$11,912,181	$2,708,271,357	$39,836,448	$2,668,434,909
Unsecured	$513,534	$21,817,446	$42,681,161	$65,012,141	$1,978,481	$63,033,660
TOTALS	**$1,158,188,807**	**$1,560,501,349**	**$54,593,342**	**$2,773,283,498**	**$41,814,929**	**$2,731,468,569**
2018/19						
Secured	$1,245,821,595	$1,644,764,812	$12,211,568	$2,902,797,975	$46,515,499	$2,856,282,476
Unsecured	$1,013,066	$21,770,093	$47,489,397	$70,272,556	$1,959,289	$68,313,267
TOTALS	**$1,246,834,661**	**$1,666,534,905**	**$59,700,965**	**$2,973,070,531**	**$48,474,788**	**$2,924,595,743**
TOTAL Change	**$88,645,854**	**$106,033,556**	**$5,107,623**	**$199,787,033**	**$6,659,859**	**$193,127,174**
	7.65%	**6.79%**	**9.36%**	**7.20%**	**15.93%**	**7.07%**

Note: Public Utility roll value not included in the above

TRA 007

City of Rohnert Park

Comparison of Assessment Roll Values

	Land	Improvements	Personal Property	Gross Totals	Exemptions	Net Taxable
2017/18						
Secured	$1,839,309,583	$3,037,396,487	$38,968,531	$4,915,674,601	$168,927,907	$4,746,746,694
Unsecured	$496,572	$42,562,216	$83,994,005	$127,052,793	$3,702,994	$123,349,799
TOTALS	**$1,839,806,155**	**$3,079,958,703**	**$122,962,536**	**$5,042,727,394**	**$172,630,901**	**$4,870,096,493**
2018/19						
Secured	$2,055,541,437	$3,278,228,539	$39,269,234	$5,373,039,210	$171,793,120	$5,201,246,090
Unsecured	$2,594,505	$50,012,102	$94,502,714	$147,109,321	$5,102,749	$142,006,572
TOTALS	**$2,058,135,942**	**$3,328,240,641**	**$133,771,948**	**$5,520,148,531**	**$176,895,869**	**$5,343,252,662**
TOTAL Change	**$218,329,787**	**$248,281,938**	**$10,809,412**	**$477,421,137**	**$4,264,968**	**$473,156,169**
	11.87%	**8.06%**	**8.79%**	**9.47%**	**2.47%**	**9.72%**

Note: Public Utility roll value not included in the above

TRA 008

City of Cotati

Comparison of Assessment Roll Values

	Land	Improvements	Personal Property	Gross Totals	Exemptions	Net Taxable
2017/18						
Secured	$409,715,948	$640,651,865	$3,910,719	$1,054,278,532	$25,111,398	$1,029,167,134
Unsecured	$91,242	$7,127,791	$14,481,378	$21,700,411	$162,534	$21,537,877
TOTALS	**$409,807,190**	**$647,779,656**	**$18,392,097**	**$1,075,978,943**	**$25,273,932**	**$1,050,705,011**
2018/19						
Secured	$441,765,705	$682,383,293	$3,800,214	$1,127,949,212	$25,590,014	$1,102,359,198
Unsecured	$405,780	$9,912,154	$16,836,684	$27,154,618	$162,503	$26,992,115
TOTALS	**$442,171,485**	**$692,295,447**	**$20,636,898**	**$1,155,103,830**	**$25,752,517**	**$1,129,351,313**
TOTAL Change	**$32,364,295**	**$44,515,791**	**$2,244,801**	**$79,124,887**	**$478,585**	**$78,646,302**
	7.90%	**6.87%**	**12.21%**	**7.35%**	**1.89%**	**7.49%**

Note: Public Utility roll value not included in the above

TRA 009

Town of Windsor

Comparison of Assessment Roll Values

	Land	Improvements	Personal Property	Gross Totals	Exemptions	Net Taxable
2017/18						
Secured	$1,395,257,602	$2,518,925,934	$25,293,406	$3,939,476,942	$90,956,371	$3,848,520,571
Unsecured	$629,705	$42,251,644	$61,456,352	$104,337,701	$1,457,169	$102,880,532
TOTALS	**$1,395,887,307**	**$2,561,177,578**	**$86,749,758**	**$4,043,814,643**	**$92,413,540**	**$3,951,401,103**
2018/19						
Secured	$1,500,871,027	$2,671,617,657	$27,269,949	$4,199,758,633	$117,617,797	$4,082,140,836
Unsecured	$2,114,102	$44,287,753	$60,202,403	$106,604,258	$1,870,917	$104,733,341
TOTALS	**$1,502,985,129**	**$2,715,905,410**	**$87,472,352**	**$4,306,362,891**	**$119,488,714**	**$4,186,874,177**
TOTAL Change	**$107,097,822**	**$154,727,832**	**$722,594**	**$262,548,248**	**$27,075,174**	**$235,473,074**
	7.67%	**6.04%**	**0.83%**	**6.49%**	**29.30%**	**5.96%**

Note: Public Utility roll value not included in the above

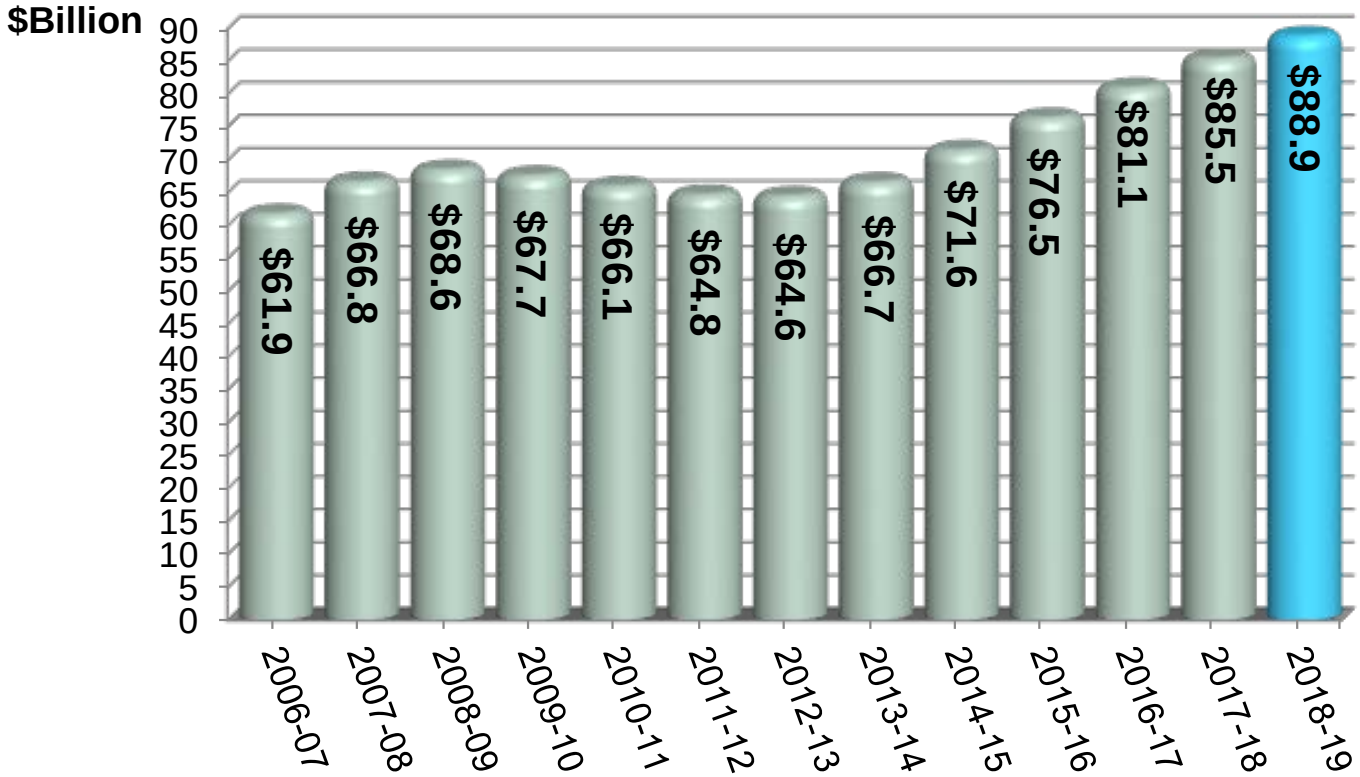
Clerk • Recorder • Assessor

2018-19 Assessment Roll

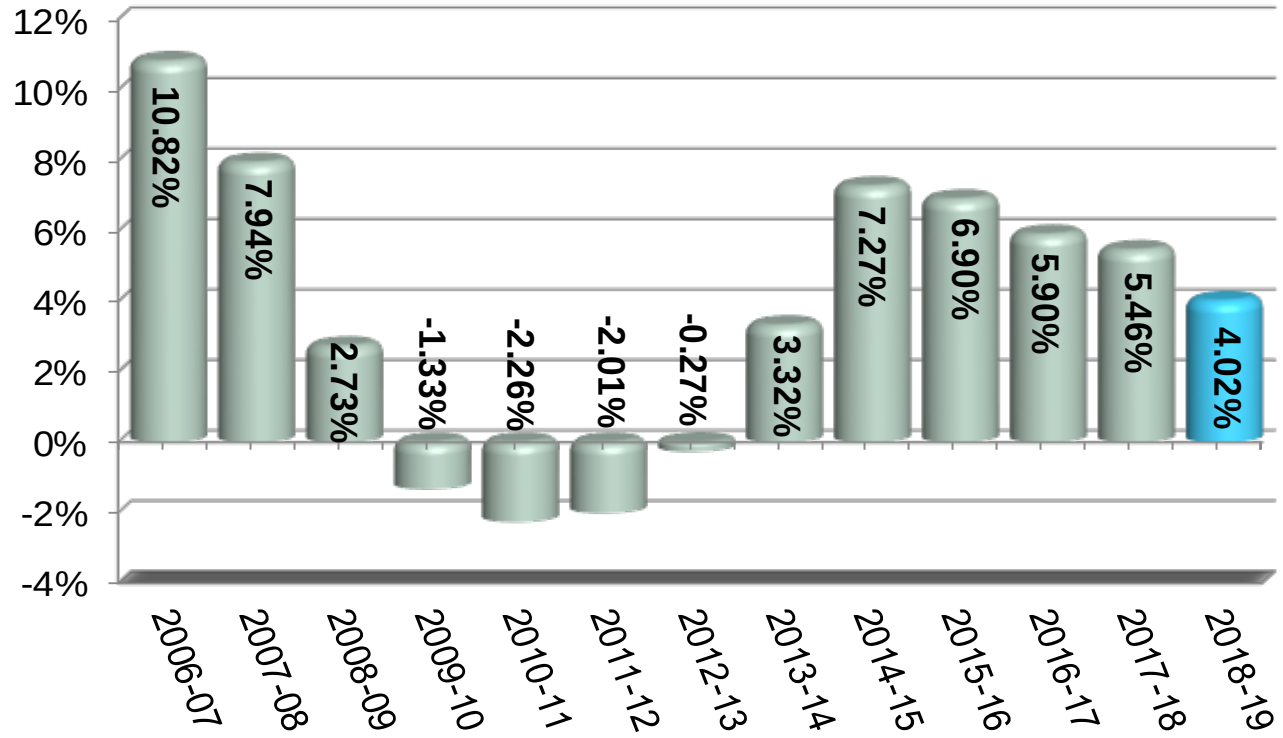
Sonoma County Assessor's Office
2018 - 19 Assessment Roll Report

- 2006 - 2018 Assessment Roll History
- 2018 Value Distribution & Change by Assessment Type
- 2018 Value Distribution & Change by Jurisdiction
- 2018 County Secured Values Distribution
- 2011 - 2018 Appeals Review
- Summary of 2018 Assessment Year

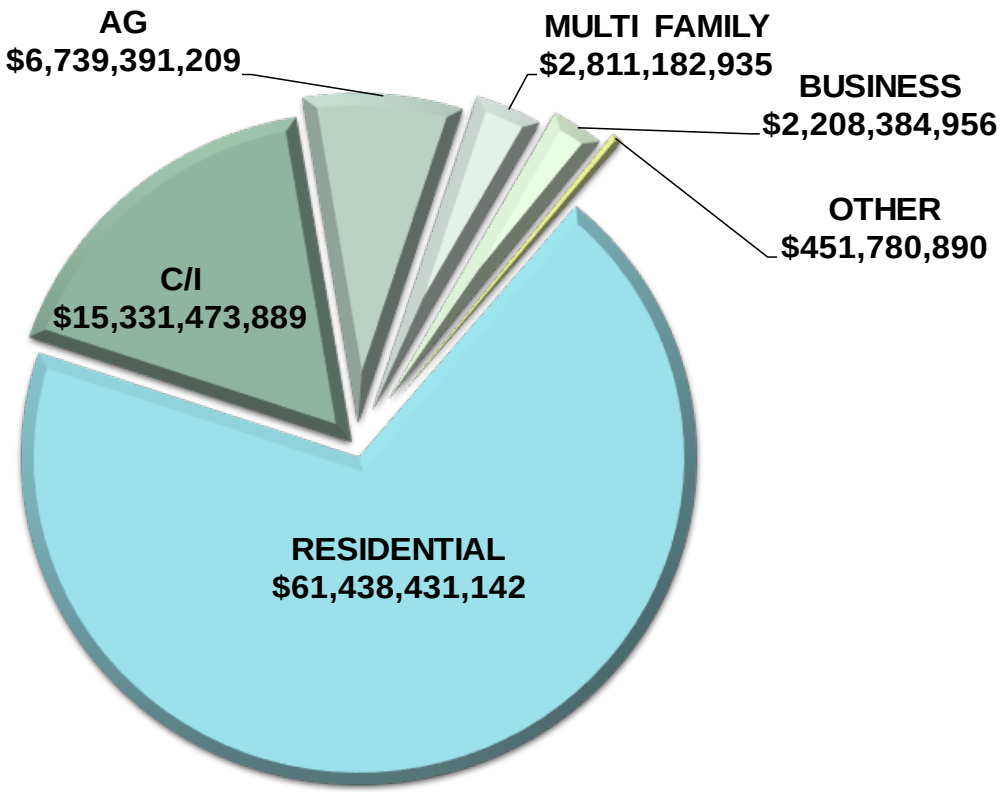
Sonoma County Assessor's Office
2018 - 19 Assessment Roll History



Sonoma County Assessor's Office
2018 - 19 Assessment Roll History - % Change

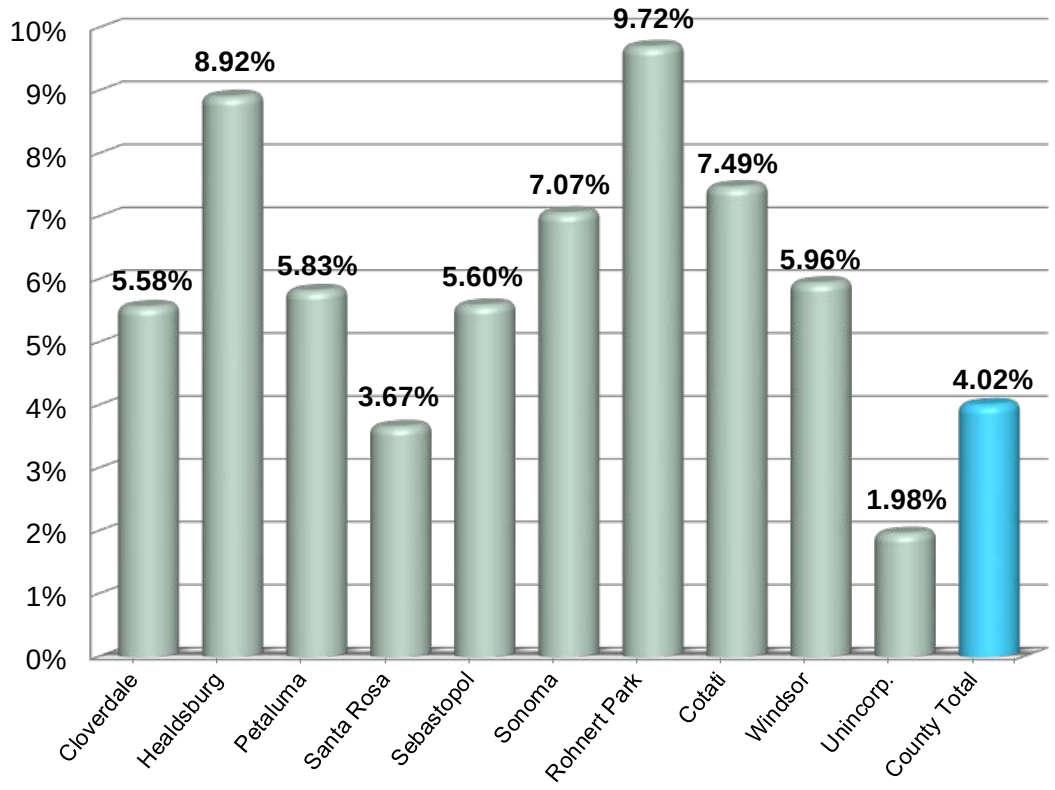


Sonoma County Assessor's Office
2018 - 19 Assessment Roll by Category

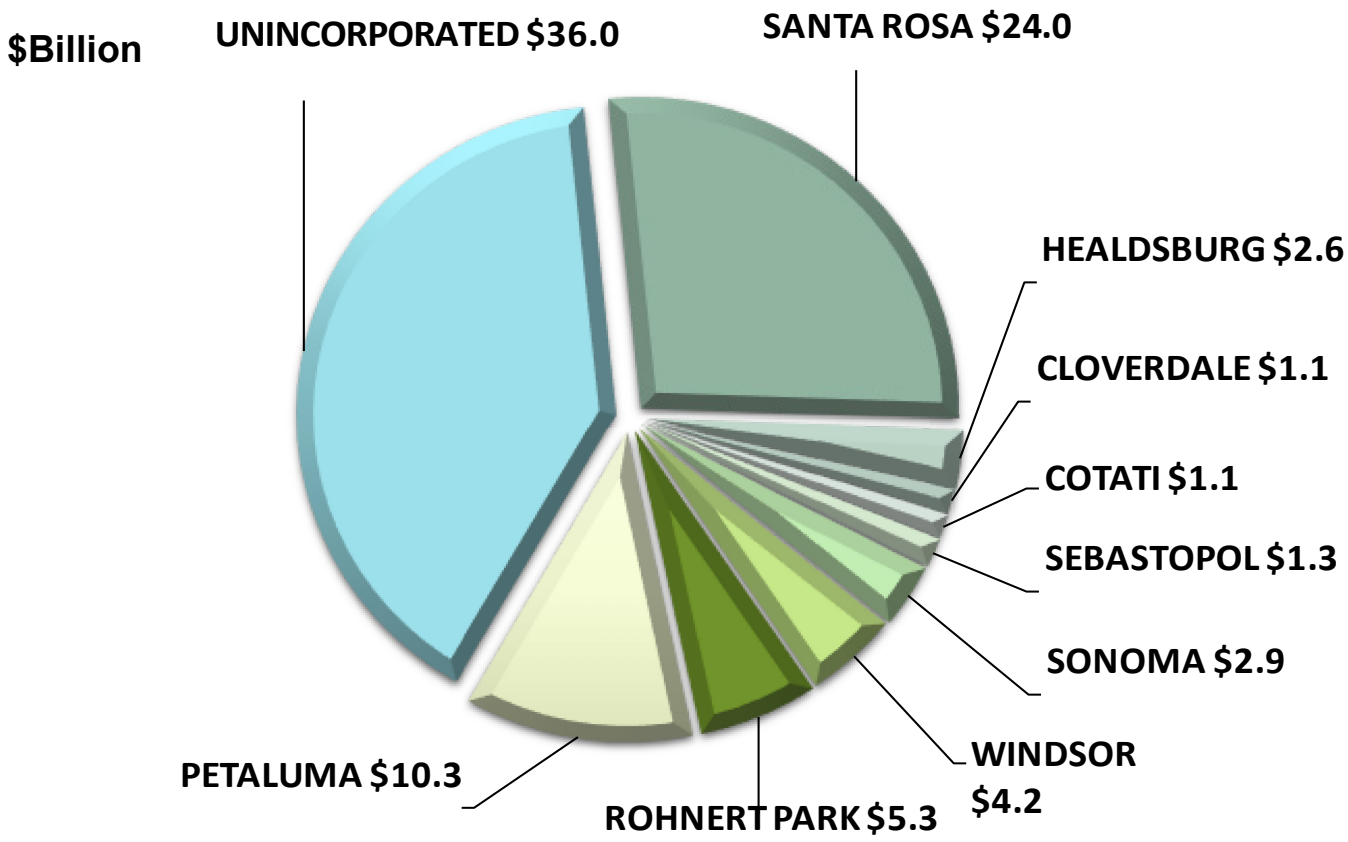


Other includes: Aircraft, Boats, Cell towers, City, County, Districts, State, Leases, Race horses and Utility.

Sonoma County Assessor's Office
2018 - 19 Assessment Roll by Jurisdiction - % Change

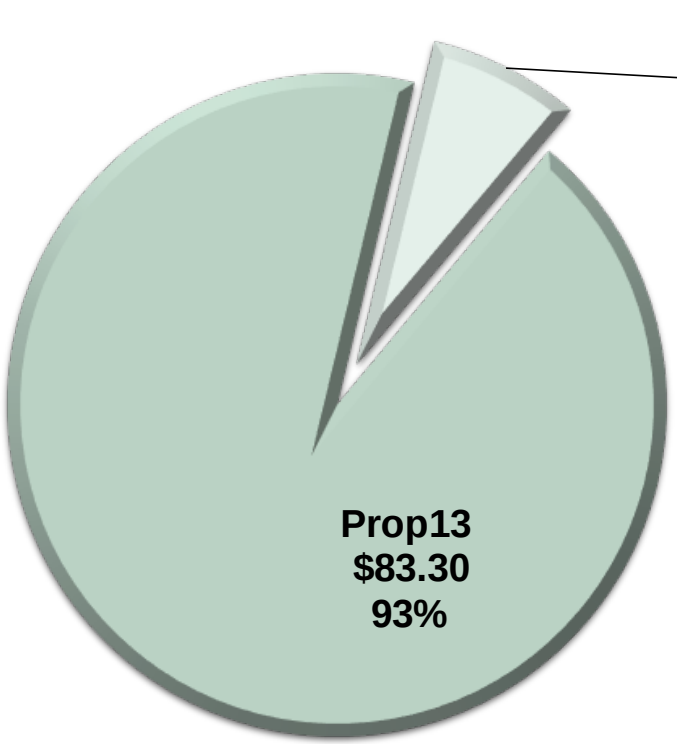


Sonoma County Assessor's Office
2018 - 19 Assessment Roll by Jurisdictions - Value



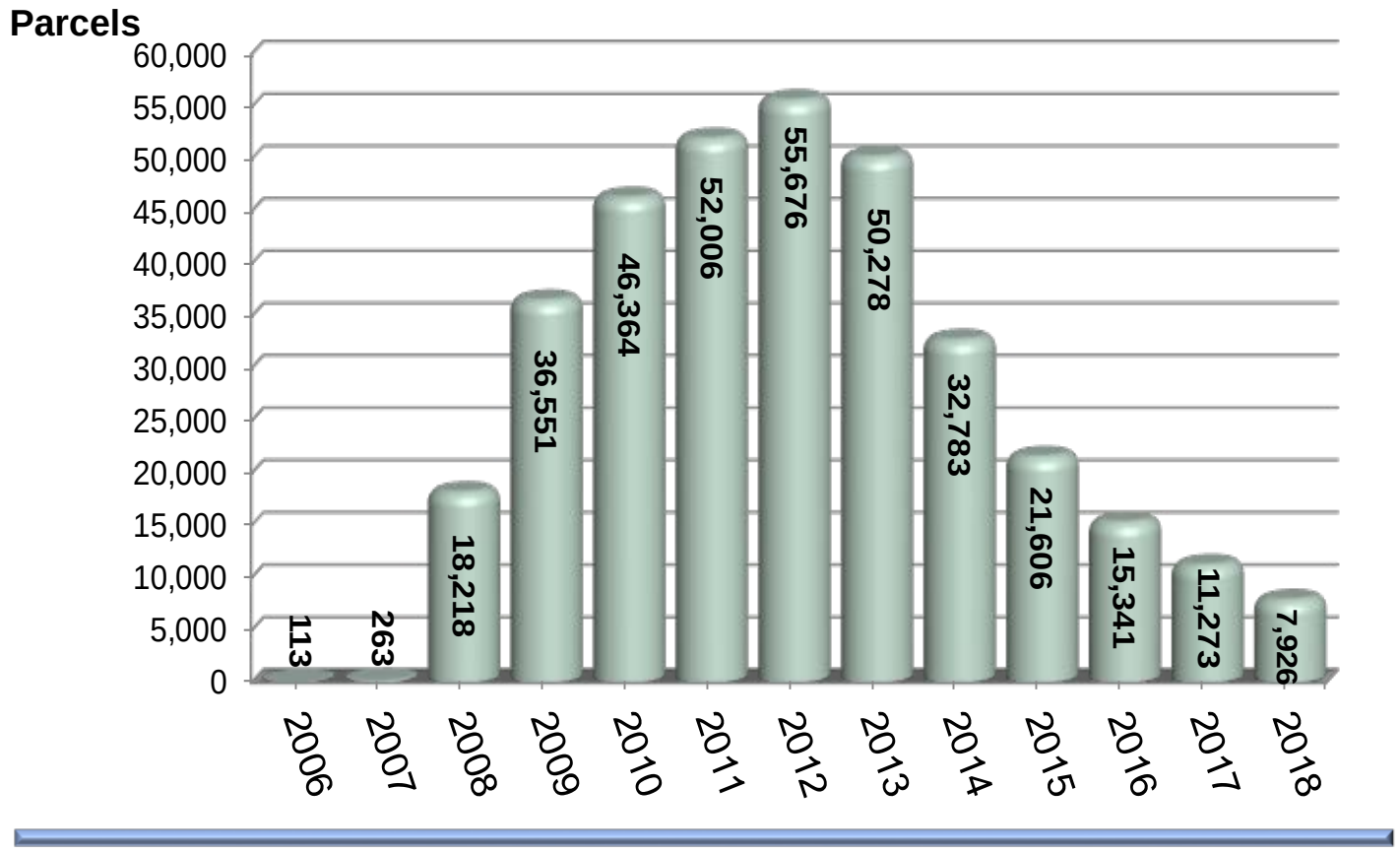
Sonoma County Assessor's Office
2018 - 19 Assessment Roll – Secured PROP8/PROP13

$Billion



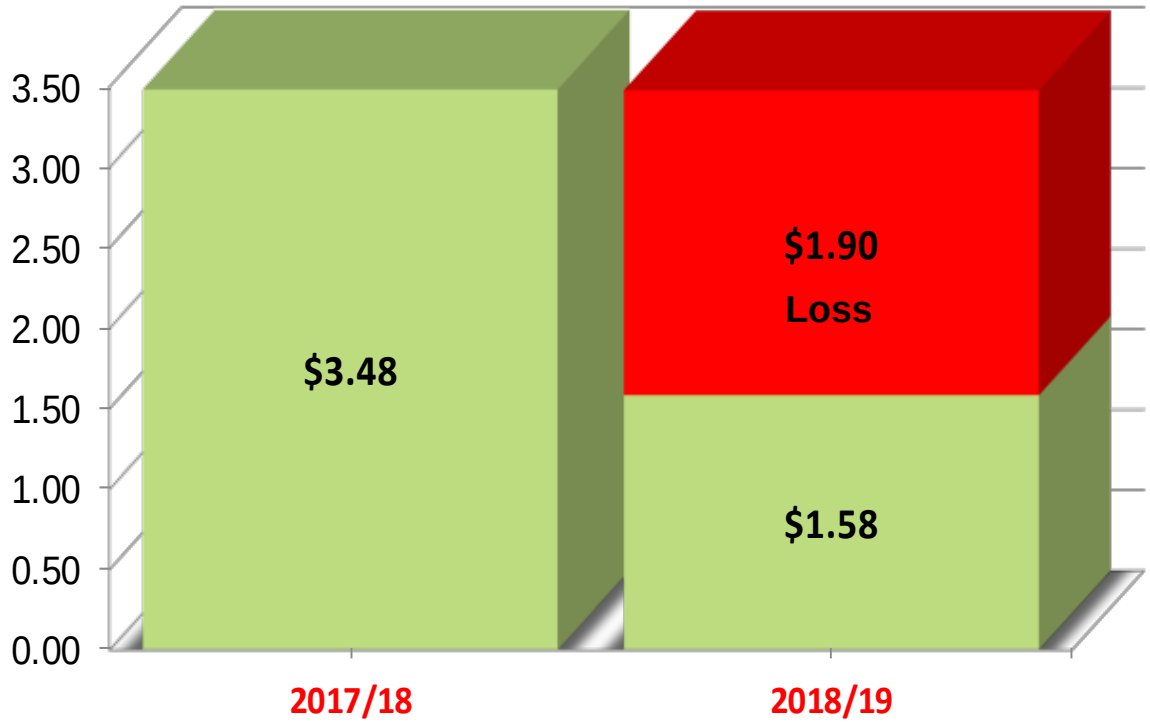
Potential value to be added $1.16

Sonoma County Assessor's Office
2018 - 19 Assessment Roll – PROP8 History

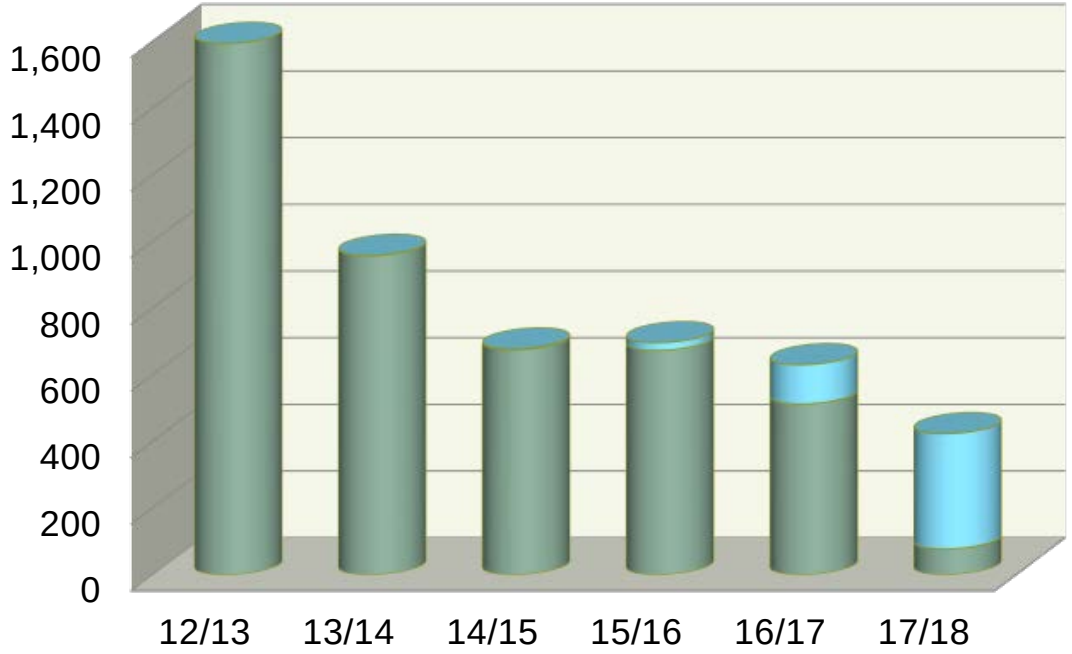


Sonoma County Assessor's Office
2018 - 19 Assessment Roll – Fire Parcels

$ Billions



Sonoma County Assessor's Office
2018 - 19 Assessment Roll – Appeals



	12/13	13/14	14/15	15/16	16/17	17/18
Complete	1,594	957	675	673	512	77
Incomplete	1	2	7	23	118	346
Total	1,595	959	682	696	630	423

As of 7/19/2018

Summary of 2018 Assessment Year

- Prop. 8's are currently at 7,926 properties.
- Impacts Related to Fire Loss & Recovery
- Consumer Price Index was 2%.
- 4.02% Overall Increase from prior roll.
- Current roll value is $88.9 Billion.
- What's ahead for the 2019-20 Assessment Year?

Questions?

Thank you!

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 48
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors
Board Agenda Date:	August 14, 2018
Vote Requirement:	Majority
Department or Agency Name(s):	Board of Supervisors
Staff Name and Phone Number:	Supervisor Lynda Hopkins 565-2241
Supervisorial District(s):	Fifth District
Title:	Fee Waiver

Recommended Actions:

Approve a fee waiver in the amount of $2,256 for West County Community Services for permitting fees for dining sites to provide meals for seniors in the three venues of Occidental, Forestville and Guerneville. (Fifth District)

Executive Summary:

West County Community Services operates 3 dining sites in West County: Occidental, Forestville and Guerneville. The meal program feeds at least 60 people per week and often the only meal of the day. The meals are healthy and provide seniors with socialization rather than isolation. By granting the fee waiver, West County Community Services can put more cash reserves into serving meals to those who need them.

Discussion:

Prior Board Actions:

Approved 11-14-2017, 10-25-2016, and 10-13-2015

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses			
Additional Appropriation Requested	2,256		
Total Expenditures	**2,256**		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies	2,256		
Total Sources	**2,256**		

Narrative Explanation of Fiscal Impacts:

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Fee Waiver and Letter.

Related Items "On File" with the Clerk of the Board:

Employment • Housing • Behavioral Health and Counseling • Seniors • Youth

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Tim Miller

PROGRAM OFFICES

ADMINISTRATIVE OFFICE
16390 Main Street, P.O. Box 325
Guerneville, CA 95446
(707) 823-1640
FAX (707) 823-1642

RUSSIAN RIVER EMPOWERMENT CENTER
14520 Armstrong Woods Road
Guerneville, CA 95446
Ext. 200

RUSSIAN RIVER SENIOR RESOURCE CENTER
15010 Armstrong Woods Road
Guerneville, CA 95446
Ext. 400

SENIOR PEER COUNSELING
1821 4TH Street
Santa Rosa, CA 95404
Ext. 380

www.westcountyservices.org

Celebrating 40 Years of Service!

To whom it may concern,

West County Community Services operates 3 dining sites in West County: Occidental, Forestville and Guerneville. Our congregate meals program feeds 60+ people per week to seniors who, many times, this is their only meal of the day. The meals are healthy and provide the seniors with socialization in an area that people are often isolated. While we do ask for a donation, most seniors that come to our meals cannot pay, often making less than $800/month in Social Security income. By granting a fee waiver to WCCS for the dining sites, we will be able to serve more meals to those that need them.

Thanks,

Emily Heinzelman

Director of Senior Services

(707) 823-1640 ext.403

SUBMIT TO:
Board of Supervisors
575 Administration Dr, Ste 100A
Santa Rosa, CA 95403

COUNTY OF SONOMA

For Board of Supervisors Use Only

Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

Name: Tim (First) Middle Miller (Last)

Mailing Address: PO Box 325 (Number, Street, Apt/Suite) Guerneville (City) CA (State) 95446 (Zip)

Phone: (707) 823 - 1640 (Area Code, Number) Email: tim.miller@westcountyservices.org

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: West County Community Services

Mailing Address: PO Box 325 (Number, Street, Apt/Suite) Guerneville (City) CA (State) 95446 (Zip)

Phone: (707) 823 - 1640 (Area Code, Number) Email: tim.miller@westcountyservices.org

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Susan Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	James Gore District 4	Lynda Hopkins District 5
Entity or organization location (select all that apply)	☐	☐	☐	☐	☑
Project/activity/event location (select all that apply)	☐	☐	☐	☐	☑
District office to receive request (select only one)	☐	☐	☐	☐	☑

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

☐ City ☐ Special District ☐ Other Local Government

☐ School ☑ Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: ☐ One Time ☑ Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
Enviromental Health	Retail Food Facility Permit - Occidental	$752.00
Enviromental Health	Retail Food Facility Permit - Forestville	$752.00
Enviromental Health	Retail Food Facility Permit - Guerneville	$752.00

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
/ /			
/ /			
/ /			
/ /			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

☐ Property Tax ☐ Sales Tax ☐ Special Assessment

☐ User Fees

Other (please specify): _____

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.

_____ Executive Director
Authorized Signature Title

7/23/18
Date

COUNTY OF SONOMA DEPARTMENT OF HEALTH SERVICES
ENVIRONMENTAL HEALTH
625 5th Street ❖ Santa Rosa, CA 95404
Phone (707) 565-6565 ❖ FAX (707) 565-6525 ❖ www.sonoma-county.org/eh

RETAIL FOOD FACILITY PERMIT APPLICATION

APPLICANT: Answer all questions completely. Sign and date below. Retain the yellow copy. Submit original to Environmental Health & Safety. ***Please print or type.***

☐ Original Application ■ Change of Ownership ☐ Records Only **Soft Serve:** ☐ Yes ☐ No

Business Name West County Community Services Phone 707.823.1640

Name on Sign at Facility Site Russian River Senior Center Type of Food Senior Meals

Address 15010 Armstrong Woods Road Suite _____

City Guerneville State CA Zip 95446 APN 069-230-032

Owner(s) Name(s) West County Community Services Email emily.heinzelman@westcountyservices.org

Mailing Address (if different from above)

Address PO Box 325 Suite _____

City Guerneville State CA Zip 95446 Phone 707-823-1640

Previous Name of Business at This Location (If Applicable) Council on Aging

Opening Date 7/19/2018 Permit Fee Due $ 752.00

Square Footage of Facility Interior 3000 Stormwater Fee Due $ _____

Additional Plan Review Hrs. Due _____ Hrs. at $_____ per Hour Total Plan Review Fee Due $ _____

Total Fee Due $ 752.00

PLEASE MAIL PAYMENT WITH THIS APPLICATION

I (we) understand that a permit is issued upon inspection of the above named food facility when it is in substantial compliance with applicable state law and county code. Fees are not prorated. The permit is valid for twelve months, or as otherwise noted on the permit, and shall be renewed annually by payment of fees determined by the Board of Supervisors.

Any permit that is not reinstated by the designated anniversary date, due to failure to submit permit fees, shall be deemed delinquent. Permits that continue to remain delinquent will be subject to late fees at intervals of thirty (30) days and sixty (60) days past the anniversary date. The amount assessed shall be included in the fee schedule approved by resolution of the Board of Supervisors with the annual budget. *County Code, Sec. 14-4(n).*

The permit may be suspended or revoked for good cause. The permit is not transferable upon change of ownership and is valid only for the location/facility listed above.

I (We) agree to operate in compliance with all applicable statutes, orders, quarantines, rules or regulations prescribed by state law; a state officer or department; or the Public Health Officer for Sonoma County.

Print name Emily Heinzelman Signature [signature] Date 7/19/18

Print name Tim Miller Signature [signature] Date 7/19/18

For office use only: PE 3R50 Multiple _____ SW/PE _____ Approved By _____

PR # _____ SW/PR# _____ District 05 Issue Permit _____

☐ Cash ☐ Check ☐ Credit Card Trans # _____ Date Rec'd _____ By _____

Amount Received $_____

Original - EH Yellow – Owner (rev 2/18)

COUNTY OF SONOMA DEPARTMENT OF HEALTH SERVICES
ENVIRONMENTAL HEALTH
625 5th Street ❖ Santa Rosa, CA 95404
Phone (707) 565-6565 ❖ FAX (707) 565-6525 ❖ www.sonoma-county.org/eh

RETAIL FOOD FACILITY PERMIT APPLICATION

APPLICANT: Answer all questions completely. Sign and date below. Retain the yellow copy. Submit original to Environmental Health & Safety. ***Please print or type.***

☐ Original Application ■ Change of Ownership ☐ Records Only **Soft Serve:** ☐ Yes ☐ No

Business Name West County Community Services Phone 7078231640

Name on Sign at Facility Site Forestville Methodist Church Type of Food Senior Meals

Address 6550 Covey Rd Suite

City Forestville State CA Zip 95436 APN 083-090-061

Owner(s) Name(s) West County Community Services Email emily.heinzelman@westcountyservices.org

Mailing Address (if different from above)

Address PO Box 325 Suite

City Guerneville State CA Zip 95446 Phone 707-823-1640

Previous Name of Business at This Location (If Applicable) Council on Aging

Opening Date 7/19/2018 Permit Fee Due $ 752.00

Square Footage of Facility Interior 3000 Stormwater Fee Due $

Additional Plan Review Hrs. Due _____ Hrs. at $_____ per Hour Total Plan Review Fee Due $

Total Fee Due $ 752.00

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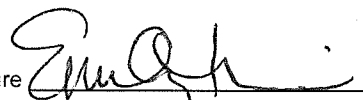
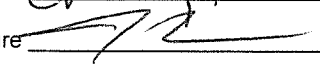
The permit may be suspended or revoked for good cause. The permit is not transferable upon change of ownership and is valid only for the location/facility listed above.

I (We) agree to operate in compliance with all applicable statutes, orders, quarantines, rules or regulations prescribed by state law; a state officer or department; or the Public Health Officer for Sonoma County.

Print name Emily Heinzelman Signature  Date 7/18/18

Print name Tim Miller Signature  Date 7/18/18

For office use only: PE 3R50 Multiple _____ SW/PE _____ Approved By _____

PR # _____ SW/PR# _____ District 05 Issue Permit _____

☐ Cash ☐ Check ☐ Credit Card Trans # _____ Date Rec'd _____ By _____

Amount Received $_____

Original - EH Yellow – Owner (rev 2/18)

COUNTY OF SONOMA DEPARTMENT OF HEALTH SERVICES
ENVIRONMENTAL HEALTH
625 5th Street ❖ Santa Rosa, CA 95404
Phone (707) 565-6565 ❖ FAX (707) 565-6525 ❖ www.sonoma-county.org/eh

RETAIL FOOD FACILITY PERMIT APPLICATION

APPLICANT: Answer all questions completely. Sign and date below. Retain the yellow copy. Submit original to Environmental Health & Safety. ***Please print or type.***

☐ Original Application ■ Change of Ownership ☐ Records Only **Soft Serve:** ☐ Yes ☐ No

Business Name West County Community Services Phone 7078231640

Name on Sign at Facility Site St. Philip's Church Type of Food Senior Meals

Address 3730 Bohemian Hwy Suite _____

City Occidental State CA Zip 95465 APN 074-311-032

Owner(s) Name(s) West County Community Services Email emily.heinzelman@westcountyservices.org

Mailing Address (if different from above)

Address PO Box 325 Suite _____

City Guerneville State CA Zip 95446 Phone 707-823-1640

Previous Name of Business at This Location (If Applicable) Council on Aging

Opening Date 7/19/2018 Permit Fee Due $ 752.00

Square Footage of Facility Interior 3000 Stormwater Fee Due $ _____

Additional Plan Review Hrs. Due _____ Hrs. at $_____ per Hour Total Plan Review Fee Due $ _____

Total Fee Due $ 752.00

PLEASE MAIL PAYMENT WITH THIS APPLICATION

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The permit may be suspended or revoked for good cause. The permit is not transferable upon change of ownership and is valid only for the location/facility listed above.

I (We) agree to operate in compliance with all applicable statutes, orders, quarantines, rules or regulations prescribed by state law; a state officer or department; or the Public Health Officer for Sonoma County.

Print name Emily Heinzelman Signature [signature] Date 7/18/18

Print name Tim Miller Signature [signature] Date 7/18/18

For office use only: PE 3R50 Multiple _____ SW/PE _____ Approved By _____

PR # _____ SW/PR# _____ District 05 Issue Permit _____

☐ Cash ☐ Check ☐ Credit Card Trans # _____ Date Rec'd _____ By _____

Amount Received $_____

Original - EH Yellow – Owner (rev 2/18)

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 61
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors
Board Agenda Date:	August 14, 2018
Vote Requirement:	Majority
Department or Agency Name(s):	Permit and Resource Management
Staff Name and Phone Number:	Dean Parsons 565-1948 Brian Millar 530-902-9218
Supervisorial District(s):	Fifth
Title:	Request for an Amendment to a Use Permit for the Sebastopol Charter School to allow modification of Condition of Approval #62 to add interim measures for condition compliance related to crossing of SR 116 at Danmar Drive and approve an Addendum to the Project Revised Mitigated Negative Declaration. PRMD File No. UPE14-0090.

Recommended Actions:

Approve the proposed Amendment to Use Permit UPE14-0090 for the Sebastopol Charter School to modify Condition of Approval #62 to add interim measures for condition compliance and approval of an Addendum to the Project Revised Mitigated Negative Declaration.

Executive Summary:

Plans for the construction and operation of the Sebastopol Charter School, located just on the east side of SR 116 and on the west side of Hurlbut Avenue ("the Project"), were approved by the Board of Supervisors on October 25, 2016. A Project mitigation measure, incorporated as Condition of Approval No. 62, requires construction of an enhanced crossing of SR 116 at Danmar Drive. The Project applicant is awaiting final Caltrans approval for the crosswalk but will be unable to complete prior to the planned school opening on September 4, 2018. The applicant has requested modification of Condition No. 62 to allow interim measures to fulfill the condition requirements and approval of an Addendum to the Project's Revised Mitigated Negative Declaration ("the MND"). No changes are proposed to the Project, and the proposed request relates only to one mitigation measure and Condition of Approval No. 62.

Discussion:

BACKGROUND
On July 12, 2016, the Board of Supervisors voted to exercise original jurisdiction over Use Permit UPE14-0090 for the Project. By a 5-0 vote, the Board approved the MND and Use Permit UPE14-0090 on October 25, 2016.

The 20.36-acre Project site is located on the east side of SR 116 (Gravenstein Highway North) and the west side of Hurlbut Avenue, south of Apple Blossom Lane (site address of 1080/1088 Hurlbut Avenue). The West County Trail runs along the south side of the property, which adjoins the city limit of Sebastopol. No changes are proposed to the size, components, site plan or any physical aspects of the Project other than a brief delay in completing construction of the off-site Danmar crosswalk.

The Project provides for construction and operation of a public charter school campus with maximum attendance of 360 students. The school replaces two charter school campuses presently located in Sebastopol. Fully constructed, the project will have a total building footprint of approximately 40,300 square feet (sf) that will include 6 classrooms, 15 temporary (modular) classrooms, assembly hall, outdoor seating area/small amphitheater, sports field, and with related site improvements.

In approving the Project, the Board also adopted the a Mitigated Negative Declaration (MND) and established conditions of approval which applied to Project construction and operation. One of the mitigation measures of the Project, incorporated into Condition of Approval No. 62, requires an enhanced crosswalk at the intersection of SR 116 and Danmar Drive:

> *62.* ***Mitigation Measure:*** *Pursuant to the W-Trans Sebastopol Charter School Relocation Traffic Impact Study Supplemental report prepared for the project dated August 10, 2016, the applicant shall construct pedestrian-activated enhanced crossing improvements at the intersection of SR 116/Danmar Drive in conformance with Caltrans standards and subject to Caltrans approval. The applicant shall also be responsible for obtaining all necessary permits and approvals necessary to construct the crossing improvements.*
>
> ***Mitigation Monitoring****: The project applicant shall obtain all necessary permits and approvals of the enhanced crossing improvements, with the improvements constructed by the applicant and accepted by Caltrans prior to issuance of a certificate of occupancy. The applicant shall provide evidence of all necessary permits and approvals to construct the crossing improvements for PRMD project files.*

After identification of the lighted crosswalk as one option for pedestrian safety in the W-Trans August 2016 study, Caltrans staff, a County representative and W-Trans met to discuss the Danmar Drive/SR 116 intersection and settled on the lighted crosswalk as a viable implementation option for the Danmar Drive/SR 116 crossing.

In a letter dated July 12, 2018, Bob Haroche, on behalf of the Sebastopol Charter School, informed the Permit Sonoma Director that the school would not be able to install the lighted crosswalk prior to the proposed opening of school on September 4, 2018. (Exhibit A to the attached Addendum to the MND.) The school cited ongoing efforts to secure Caltrans permits, including coordination, meetings and extended discussions with both Caltrans and the City of Sebastopol. Mr. Haroche's July 12, 2018 also attached a letter dated July 10, 2018 from W-Trans, the Project traffic consultant, describing the status of Caltrans permitting. (Exhibit B to the Addendum to the MND.) The W-Trans letter estimates that the crosswalk will be installed before the end of 2018, suggests an interim measure for ensuring safety of students who might otherwise walk and bicycle to school using the proposed SR 116 /Danmar Drive crosswalk.

The July 10, 2018 W-Trans letter opines that notification from the school to parents advising them to instruct their children not to cross SR 116 at Danmar until the lighted crosswalk is in operation would "be an acceptable solution and serve pedestrian crossing needs until the crosswalk is ready." Staff concurs with the recommendation, but recommends slightly altered language in a notification letter to parents and revision of School Traffic Management Plan to include the prohibition. In addition, staff recommends that an adult monitor be stationed at Danmar Drive/SR 116 during school opening and dismissal hours and for school events (the same hours as are required for crossing guards at the intersection of SR 116/Mill Station Road, to the north, except that the monitors could not be discontinued until the new crosswalk is operational). The monitor would prohibit students from crossing at Danmar Drive and direct them to cross at the lighted signal at SR 116 and Hurlbut Avenue south of Danmar Drive to access the existing sidewalk on the east side of SR 116, which runs to Mill Station Road. The monitor would not escort students across SR 116 at Danmar Drive.

Staff recommends that these interim measures be allowed until June 15, 2019, or until the enhanced pedestrian crossing at Danmar Drive is operational, whichever first occurs. If the crossing is not operational by June 15, 2019, the Sebastopol Charter School would have to return to the County Board of Supervisors for a decision on whether the school may continue to operate, with or without a further modification of the conditions of approval.

The proposal also includes issuance of an Addendum to the MND. The County has prepared the Addendum (Attachment A) pursuant to CEQA and the CEQA Guidelines, including CEQA Guidelines Section 15164, subdivision (b). Because no substantial changes are proposed to the Project, there are no substantial changes regarding the circumstances under which the Project is undertaken, and there is no new information of substantial importance which shows that the Project will have one or more significant effects not discussed in the MND or which are more severe than previously analyzed, a subsequent MND is not required.

Based on the above, Condition No. 62 and the corresponding mitigation measure would be modified to read:

> *62.* ***Mitigation Measure:*** *Pursuant to the W-Trans Sebastopol Charter School Relocation Traffic Impact Study Supplemental report prepared for the project dated August 10, 2016, the applicant shall construct pedestrian-activated enhanced crossing improvements at the intersection of SR 116/Danmar Drive in conformance with Caltrans standards and subject to Caltrans approval. The applicant shall also be responsible for obtaining all necessary permits and approvals necessary to construct the crossing improvements.*
>
> *Should the required crosswalk not be operational by the start of the 2018-2019 school year on or about September 4, 2018, the applicant shall:*
>
> *a. Provide the following written notice by individual letter to all parents.*
>
> ***NOTICE: PEDESTRIAN AND BICYCLE ROUTES TO SCHOOL***
>
> *A new crosswalk with pedestrian-activated warning lights is planned for the intersection of SR 116 and Danmar Drive near the Community Church, but will not be ready for the start of school in September 2018. Until the new crosswalk is installed, no students shall cross SR 116 (Gravenstein Highway) at Danmar Drive. All students or parents walking or bicycling to and from school to the*

neighborhoods west of SR 116 and south of Mill Station Road must cross SR 116 at the traffic signal at the intersection of SR 116 and Hurlbut Avenue and use the existing sidewalk on the east side of SR 116 from Hurlbut Avenue to Mill Station Road. ***PLEASE DIRECT YOUR STUDENTS TO FOLLOW THIS RULE***

b. The School Traffic Management Plan shall be revised to include the prohibition of crossing at Danmar Drive until the enhanced pedestrian crossing is installed.

c. The applicant shall provide an adult crossing monitor at the intersection of SR 116 and Danmar Drive on the west side of SR 116 before school start time and on the east side of SR 116 after school dismissal hours, and for school events as required by Conditions of Approval for crossing guards at the school entrance driveway, except that the monitor(s) required by this condition shall not be discontinued until the lighted pedestrian crosswalk is operational. The monitor(s) required by this condition shall direct students to cross SR 116 at the lighted traffic signal at Hurlbut Avenue and use the existing sidewalk on the east side of SR 116 from Hurlbut Avenue to Mill Station Road. The monitor(s) required by this condition shall not escort students across SR 116 at Danmar Drive.

d. If the crossing is not operational by June 15, 2019, the Sebastopol Charter School shall return to the County Board of Zoning Adjustments and/or Board of Supervisors for a decision on whether continued operation of the School is permitted.

e. No occupancy permits for permanent buildings other than the modular classrooms and bathroom, the permanent bathroom and the administration building shall be issued until the Danmar pedestrian crossing is operational.

Mitigation Monitoring*: The project applicant shall obtain all necessary permits and approvals of the enhanced crossing improvements, with the improvements constructed by the applicant and accepted by Caltrans no later than June 15, 2019. The applicant shall provide evidence of all necessary permits and approvals to construct the crossing improvements for PRMD project files.*

Should interim measures (a)-(c) above be required, the School Traffic Management Plan revised per subsection (b) above shall be provided to PRMD staff prior to issuance of certificates of occupancy.

Caltrans retains jurisdiction over operation of SR 116, and has been provided notice of the proposed addition of the interim measures for Condition No. 62 noted above, as has the City of Sebastopol.

Noted is that all other Conditions of Approval and mitigation measures remain unchanged. There are no changes proposed to the Project's square footage, site plan, uses or operation.

Prior Board Actions:

On July 12, 2016, the Board of Supervisors voted to exercise original jurisdiction over Use Permit UPE14-0090. By a 5-0 vote, the Board approved UPE14-0090 and a Revised MND for the Project on October 25, 2016.

Strategic Plan Alignment	Goal 1: Safe, Healthy, and Caring Community
Diverse community needs are partially met through the provision of quality education. The approved school will contribute to the overall healthy development of children in the community by providing a quality educational environment.	

Fiscal Summary

Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

None. The cost of this permit process is paid by the applicant.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Draft Board of Supervisors Resolution with Exhibit A
Attachment A: Addendum to UPE14-0090 Initial Study / Mitigated Negative Declaration with Exhibits A and B.

Related Items "On File" with the Clerk of the Board:
Copies of the Board staff report of October 25, 2016, Resolution 16-0415 approving the Project, and the Revised Initial Study/Mitigated Negative Declaration for the Project are on file with the Clerk of the Board.

County of Sonoma
State of California

Item Number:

Date: August 14, 2018 Resolution Number: 18-

UPE14-0090 Dean Parsons/Brian Millar

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving An Amendment To Use Permit 14-0090 Condition of Approval No. 62 To Add Interim Measures For Condition Compliance Regarding A Pedestrian Crossing at State Route 116 And Danmar Drive And Approving An Addendum to the Revised Mitigated Negative Declaration and Mitigation Monitoring Program Relating To Condition of Approval No. 62, For The Construction And Operation Of The Sebastopol Charter School Located At 1080 & 1088 Hurlbut Avenue, Sebastopol, APN 060-400-018-019 & -071.

Whereas, the Charter Foundation, dba The Charter Foundation, a California non-profit corporation (Applicant), filed Application UPE14-0090 with the Sonoma County Permit and Resource Management Department (PRMD), to allow construction and operation of a new charter school with maximum attendance of 360 students in six new classroom buildings totaling 20,200 square feet, a 19,500 square foot assembly hall, renovation and reuse of the existing 4,800 square foot residence as an administration building, outdoor play fields and facilities and temporary placement of up to fifteen (15) modular classroom structures (collectively, the Project); and

Whereas, as the lead agency, the County prepared a mitigated negative declaration ("MND") analyzing the Project under the California Environmental Quality Act. ("CEQA") and subsequently revised and recirculated the Revised MND. The Revised MND disclosed and analyzed the environmental impacts that would result from the construction and operation of the Project and concluded that all impacts associated with the Project would be mitigated to a less than significant level with the adoption of mitigation measures identified in the Revised MND and/or changes or alterations that were incorporated into the Project or required by conditions of approval; and

Whereas, on July 12, 2016, in accordance with County code, the Board of Supervisors ("Board") took original jurisdiction over the Project; and

Whereas, on October 25, 2016, the Board approved the Revised MND and the use permit for the Project, with mitigation measures and conditions of approval as set forth in Board Resolution No. 16-0415; and

Whereas, construction of an enhanced pedestrian crosswalk at Danmar Drive was identified as a mitigation measure and applied to the Project through Condition of Approval No. 62, which states:

> 62. **Mitigation Measure:** Pursuant to the W-Trans Sebastopol Charter School Relocation Traffic Impact Study Supplemental report prepared for the project dated August 10, 2016, the applicant shall construct pedestrian-activated enhanced crossing improvements at the intersection of SR 116/Danmar Drive in conformance with Caltrans standards and subject to Caltrans approval. The applicant shall also be responsible for obtaining all necessary permits and approvals necessary to construct the crossing improvements.

Whereas, the applicant has proposed interim measures to ensure pedestrian safety until the crosswalk is operational; and

Whereas, County staff have modified and strengthened the interim measures proposed by the applicant; and

Whereas, a proposed modified Condition of Approval No. 62 (the "Modified Condition No. 62") states:

> 62. **Mitigation Measure:** Pursuant to the W-Trans Sebastopol Charter School Relocation Traffic Impact Study Supplemental report prepared for the project dated August 10, 2016, the applicant shall construct pedestrian-activated enhanced crossing improvements at the intersection of SR 116/Danmar Drive in conformance with Caltrans standards and subject to Caltrans approval. The applicant shall also be responsible for obtaining all necessary permits and approvals necessary to construct the crossing improvements.

Should the required crosswalk not be operational by the start of the 2018-2019 school year on or about September 4, 2018, the applicant shall:

a. Provide the following written notice by individual letter to all parents:

NOTICE: PEDESTRIAN AND BICYCLE ROUTES TO SCHOOL

A new crosswalk with pedestrian-activated warning lights is planned for the intersection of SR 116 and Danmar Drive near the Community Church, but will not be ready for the start of school in September 2018. Until the new crosswalk is installed, no students shall cross SR 116 (Gravenstein Highway) at Danmar Drive. All students or parents walking or bicycling to and from school to the neighborhoods west of SR 116 and south of Mill Station Road must cross SR 116 at the traffic signal at the intersection of SR 116 and Hurlbut Avenue and take the existing sidewalk on the east side of SR 116 from Hurlbut Avenue to Mill Station Road. **PLEASE DIRECT YOUR STUDENTS TO FOLLOW THIS RULE.**

b. The School Traffic Management Plan shall be revised to include the prohibition of crossing at Danmar Drive until the enhanced pedestrian crossing is installed.

c. The applicant shall provide an adult crossing monitor at the intersection of SR 116 and Danmar Drive on the west side of SR 116 before school start time and on the east side of SR 116 after school dismissal hours, and for school events as required by Conditions of Approval for crossing guards at the school entrance driveway, except that the monitor(s) required by this condition shall not be discontinued until the lighted pedestrian crosswalk is operational. The monitor(s) required by this condition shall direct students to cross SR 116 at the lighted traffic signal at Hurlbut Avenue and use the existing sidewalk on the east side of SR 116 from Hurlbut Avenue to Mill Station Road. The monitor(s) required by this condition shall not escort students across SR 116 at Danmar Drive.

d. If the crossing is not operational by June 15, 2019, the Sebastopol Charter School shall return to the County Board of Zoning Adjustments and/or Board of Supervisors for a decision on whether continued operation of the School is permitted.

e. No occupancy permits for permanent buildings other than the modular classrooms and bathroom, the permanent bathroom, and the administration building shall be issued until the Danmar pedestrian crossing is operational.

Whereas, County staff have prepared an Addendum to the Revised MND which analyzes the proposed interim measures and Modified Condition No. 62 to determine whether using those measures for a period of time ending no later than June, 2019 will result in new or more severe environmental impacts than would occur with the original mitigation measure.

Now, Therefore, **Be It Resolved** the Board finds and determines as follows:

1. Based on the analysis in the Addendum, including but not limited to the expert opinion of the Project traffic engineers stated therein, because alternative measures to ensure the safety of pedestrians and bicyclists at Danmar Drive are set forth in Modified Condition No. 62, because it will be a short period of time until the enhanced pedestrian crosswalk is installed, and because a signalized crosswalk at Hurlbut Avenue exists for use by current students from the neighborhoods expected to be served by the enhanced Danmar crosswalk, there will be no new or more severe environmental impacts if Modified Condition No. 62 set forth above is applied to the Project.

2. The only change proposed is a temporary use of alternative pedestrian safety measures for one traffic mitigation improvement until construction of that mitigation can be completed. No changes are proposed to the Project uses, size, square footage, site plan, or Conditions of Approval other than Condition No. 62.

3. Based on the Addendum to the Revised MND and the full record of proceedings, the Board finds that all impacts associated with the Project will be remain mitigated to a less than significant level with the adoption of the mitigation measures identified in the Addendum and the Revised MND and through changes or alterations that have been required of or incorporated into the Project through conditions of approval, and that there is no substantial evidence in the record of these proceedings to support a contrary conclusion. The Board further finds that the Addendum reflects the Board's independent judgment and analysis.

4. Because no substantial changes are proposed to the Project, there are no substantial changes regarding the circumstances under which the Project is undertaken, and there is no new information of substantial importance which shows that the Project will have one or more significant effects not discussed in the Revised MND or which are more severe than previously analyzed, a subsequent mitigated negative declaration is not required.

Be It Further Resolved that based on the findings and determinations set forth in this resolution and the information contained in the record of these proceedings, the Board hereby declares and orders as follows:

1. The Board shall retain its original jurisdiction over the Project.

2. The findings and determinations set forth in this resolution are true and correct, are supported by substantial evidence in the record and are adopted as hereinabove set forth.

3. The Addendum is approved. PRMD is directed to file a notice of determination in accordance with CEQA and the State CEQA Guidelines.

4. The modified mitigation measure and mitigation monitoring and reporting program provision incorporated into the modified Condition No. 62 for the Project set forth in full above is approved and shall apply to the Project. All other conditions and mitigation measures contained in Resolution No. 16-0415 are incorporated herein by reference and shall continue to apply to the Project as though fully set forth herein.

5. PRMD is directed to undertake monitoring in accordance with the Mitigation Monitoring Program to ensure that required mitigation measures are complied with during project implementation.

6. The Clerk of the Board is designated as the custodian of the documents and other material which constitute the record of proceedings upon which the Board's decision herein is based. These documents may be found at the office of the Clerk of the Board of Supervisors, 575 Administration Drive, Room 100A, Santa Rosa, CA 95403.

Supervisors:

Gorin:	Rabbitt:	Zane:	Hopkins:	Gore:
Ayes:	Noes:	Absent:	Abstain:	

So Ordered.

SONOMA COUNTY BOARD OF SUPERVISORS
Revised Conditions of Approval
Exhibit A

Date:	August 14, 2018	**File No.:**	UPE14-0090
Applicant:	Charter Foundation	**APN:**	060-400-018, -019 & -071
Address:	1080 & 1088 Hurlbut Avenue, Sebastopol		

Project Description: Request for a Use Permit to allow construction and operation of a new charter school campus with maximum attendance of 360 students in six new classroom buildings totaling 20,200 square feet, a 19,500 square foot assembly hall, renovation and reuse of the existing 4,800 square foot residence as an administration building, outdoor play fields and facilities, and temporary placement of up to 15 modular classroom structures on three parcels totaling 20.36 acres.

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1. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of $50.00 (or latest fee in effect at time of payment) for County Clerk processing, and $2,210.25 (or latest fee in effect at time of payment) because a Mitigated Negative Declaration was prepared, for a **total of $2,260.25 made payable to Sonoma County Clerk** and submitted to PRMD. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.

2. This "At Cost" entitlement is not vested until all permit processing costs and development fees are paid in full. Additionally, no grading or building permits shall be issued until all permit processing costs and development fees are paid in full.

CONDITIONS TO BE MET PRIOR TO BUILDING PERMIT ISSUANCE AND CONSTRUCTION

BUILDING:

3. The applicant shall apply for and obtain building related permits from PRMD for any new buildings, and any associated site work. The necessary applications appear to be, but may not be limited to site review and building permit(s). Construction inspections shall occur and the building permit(s) finaled prior to occupancy of new structures.

4. If any changes to plans, drawings, documents or specifications required pursuant to any conditions herein specified occur, these changes shall be brought to the appropriate department for review and approval prior to any construction or improvements. Also, these changes shall be reviewed by all departments involved in the initial approval of the subject plans, drawings, documents or specifications that are proposed for change.

5. Prior to initiation of the approved use, the project shall comply with the accessibility requirements set forth in the most recent California Building Code (CBC), as determined by the PRMD Building Division. Such accessibility requirements shall apply to all new construction and remodeling and, where required by the CBC, to retrofitting of the existing structure.

6. The applicant shall post a sign on Hurlbut Ave. near the existing residential driveway that includes the phone number for a current job manager for the benefit of neighbors. The job manager can be contacted if there are any problems associated with the construction process site such as dust, storm water runoff, hours of operation, equipment noise, traffic issues or lack of compliance with any project conditions of approval.

HEALTH:

Water:

7. Prior to building permit issuance the applicant shall have the proposed water supply system evaluated for potential contamination or pollution via backflow by an American Water Works Association certified Cross Connection Control Specialist. The recommendations for cross connection control shall, at a minimum, meet the requirements of the 2013 California Plumbing Code and subsequent editions adopted by Sonoma County. A copy of the report must be submitted to the Project Review Health Specialist for review. If the applicant has been required to do a cross-connection control survey by the California State Water Resources Control Board, Division of Drinking Water, then a copy of that survey may be submitted to meet this condition within 120 days after occupancy.

8. Prior to building permit issuance and project operation, provide the Project Review Health Specialist with the bacteriological (E. Coli and total coliform) arsenic and nitrate analysis results of a sample of your water tested by a State-certified lab. If the analysis shows contamination, the applicant will be required to treat the well per County requirements and re-test the well. If the contamination cannot be cleared from the well, destruction under permit of this Department may be required. As an alternative to the well destruction, the applicant may initiate a permanent water treatment program subject to the review and approval of the State Water Resources Control Board, Division of Drinking Water.

9. Prior to the issuance of building permits the applicant shall provide an engineered design of the water supply system, construct and/or develop the water sources (wells and/or springs), complete the appropriate water quality testing and apply for a water supply permit from the State Division of Drinking Water because it has determined that more than 25 persons per day for 60 days within a year will be served by the water system. A copy of the Use Permit application and conditions must be provided to the State in Division of Drinking Water order to obtain appropriate raw water source sampling requirements. (This process should begin as soon as possible, as the application, plan check and sampling will take some time.) Prior to the issuance of building permits, copies of the clearance letter must be submitted to the Project Review Health Specialist, or the State Drinking Water Program may e-mail clearance directly to PRMD.

10. If a Water Supply Permit is required, then the water supply well is required to have a 50-foot annular seal prior to vesting the Use Permit. Annular seals are installed at the time of construction of the water well, and are very difficult (and sometimes impossible) to retro-fit in an economic manner. If documentation of a 50-foot annular seal cannot be obtained, then a new water well may be required. Prior to building permit issuance the applicant shall abandon existing well(s) under permit from the PRMD Well and Septic Section. This department may review a request to upgrade the well to current standards relating to setbacks and annular well seals.

11. Prior to the issuance of any building permit an Easement is required to be recorded for this project to provide Sonoma County personnel access to any on-site water well serving this project and any required monitoring well to collect water meter readings and groundwater level measurements. Access shall be granted Monday through Friday from 8:00 a.m. to 5:00 p.m. All Easement language is subject to review and approval by PRMD Project Review staff and County Counsel prior to recordation.

Septic:

12. Prior to building permit issuance and vesting the Use Permit, the applicant shall obtain a permit for the sewage disposal system. The system may require design by a Registered Civil Engineer or Registered Environmental Health Specialist and both soils analysis, percolation and wet weather testing may be required. Wet weather groundwater testing may also be required. The sewage system shall meet peak flow discharge of the wastewater from all sources granted in the Use Permit and any additional sources from the parcel plumbed to the disposal system, and shall

include the required reserve area. If a permit for a standard, innovative or experimental sewage disposal system sized to meet all peak flows cannot be issued, then the applicant shall revise the project (fees apply and a hearing may be required) to amend the Use Permit to a reduced size, not to exceed the on-site disposal capabilities of the project site and attendant easements. The Project Review Health Specialist shall receive a final clearance from the Well and Septic Section that all required septic system testing and design elements have been met.

13. Application for wastewater discharge requirements shall be filed by the applicant with the North Coast Regional Water Quality Control Board. Documentation of acceptance of a complete application with no initial objections or concerns by the Regional Water Quality Control Board shall be submitted to the Project Review Health Specialist prior to building, grading for ponds or septic permit issuance (if the Regional Water Board Water Resource Engineer or Environmental Specialist have objections or concerns then the applicant shall obtain Waste Discharge Requirements prior to building permit issuance). A copy of the Waste Discharge Permit shall be submitted to the Project Review Health Specialist prior to issuance of a Certificate of Occupancy or project operation and vesting the Use Permit.

14. Prior to building permit issuance and vesting the Use Permit, the applicant shall have a capacity/wastewater flow analysis and proper functioning of the wastewater system inspection completed by a Registered Civil Engineer or Registered Environmental Health Specialist regarding the existing septic system's ability to accommodate the peak flows from the proposed Administration Building granted in the Use Permit.

    Any necessary system expansion or modifications, and demonstration of reserve areas, shall be done under permit and the current standards from the PRMD Well and Septic Section and may require both soils analysis, groundwater and percolation testing. If a permit for a standard, innovative or experimental sewage disposal system sized to meet all peak flows cannot be issued, then the applicant shall revise the project (fees apply and a hearing may be required) to amend the Use Permit to a reduced size, not to exceed the on-site disposal capabilities of the project site and attendant easements. The Project Review Health Specialist shall receive a final clearance from the Well and Septic Section that all required septic system testing and design elements have been met.

15. Toilet facilities shall be provided for patrons and employees prior to vesting the Use Permit. A copy of the Floor Plan showing the location of the restrooms shall be submitted to the Project Review Health Specialist prior to issuance of building permits.

Consumer Protection:

16. Prior to the issuance of building permits and the start of any on-site construction, plans and specifications for any food facility that provides food or beverage to the public must be submitted to, and approved by the Department of Health Services, Environmental Health & Safety Section. Be advised that major expenses can be triggered relating to the need for commercial exhaust hoods, fire suppression systems, food storage space and walk in refrigerators/freezers dependent upon the scale of food service and the menu items selected. Early consultation with Environmental Health & Safety is recommended. All food service on this site shall be limited to the scale, scope, frequency and any menu limitations specified under the Planning conditions in this Use Permit.

    Contact the Department of Health Services, Environmental Health & Safety Section at 565-6565 for information and instructions. An e-mail of the approval from the Environmental Health & Safety Section or a copy of the Plan Check Approval shall be presented to the Project Review Health Specialist to verify compliance with requirements of the California Retail Food Code (Cal Code).

17. Prior to the issuance of building permits and the start of any construction, plans and specifications for any public restrooms or showers must be submitted to, and approved by, the Environmental Health Section of the Health Services Department. Contact the Environmental Health Section at

565-6565 for information. The PRMD Project Review Health Specialist shall receive a letter of approval from the Environmental Health Section to verify compliance with requirements of the State of California regulations.

Noise:

18. Prior to building permits, a noise monitoring plan shall be submitted for review and approval by PRMD Project Review staff and Wilson Ihrig & Associates. The Noise Monitoring Plan shall include:

    a. The staff positions that will receive periodic training in the use of the noise meter.
    b. Identification of the noise meter to be purchased or rented for use at the specified events.
    c. Provisions for at least one trained staff member to be present at the three events identified as using the 5 dBA credit for event noise (including, but not limited to the Greek Games, the Medieval Games and the Track & Field Meet). This staff member must be authorized to reduce noise impacts immediately upon exceedance of the County noise standards.
    d. Provision for the neighboring residences to be notified in advance of each event of the name and telephone number of the trained staff member responsible for controlling noise at the specified events.

Solid Waste:

19. Prior to building permit issuance, the applicant shall submit a design for trash enclosures and recycling areas for review and approval by the PRMD Building Plan Check Section. (Fees may apply.) Note that trash trucks must have at least a 32-foot turning radius at the trash enclosure and the dumpster must have 16 feet of overhead clearance.

20. Prior to building permit issuance, areas within refuse enclosures for food facilities, shall drain to the appropriately permitted disposal facility. The outside perimeter of the trash enclosure shall be graded to prevent storm water from draining into the sanitary sewer system. The trash enclosure shall be covered with a roof or awning. The Project Review Health Specialist shall receive a copy of an approval letter from the Solid Waste Section of the Division of Environmental Health.

21. Portable toilets and portable hand-washing facilities shall be placed and maintained for employees as needed on construction sites, but in no case shall they be serviced less than once seven days when only daytime operations are conducted. The permitee shall provide an accessible portable restroom on the job site where required by Federal, State or local law, including but not limited to, requirements imposed under OSHA, the Americans with Disabilities Act or Fair Employment and Housing Act.

HEALTH CONDITIONS TO BE MET PRIOR TO OCCUPANCY:

22. Prior to occupancy, any new or existing water well serving this project shall be fitted with a water meter to measure all groundwater extracted for this use.

23. A separate, dedicated monitoring well is required to be drilled for this project. The monitoring well is required to be drilled under permit of this department and shall be of a depth, screening and development comparable to the supply well. The monitoring well shall be located as far away from other wells, ponds and wastewater disposal fields as is consistent with being in the same geologic formation as the primary well and being accessible by street vehicle. The monitoring well location shall be approved by PRMD in advance of construction. The monitoring well shall be marked with a water level measuring reference point, and the GPS coordinates (in NAD83 California State Plane II or WGS 84 lat./long.) of the monitoring well shall be submitted to PRMD.

    Alternatively, PRMD will evaluate proposals to use existing nearby standby or auxiliary water wells as a substitute for the required monitoring well. Any proposal to use a substitute well must

include at a minimum, a copy of the drillers log for both the production well and the substitute monitoring well, and a site plan with the GPS coordinates of both wells. The proposal must verify that the substitute well does not have a collapsed casing, and is suitable for groundwater level monitoring purposes.

Septic:

24. Prior to building occupancy, all wastewater plumbing shall be connected to a sewage disposal system that has been constructed under permit for the proposed use by the PRMD Well and Septic Section. The Project Review Health Specialist shall receive a final clearance from the District Specialist that all required septic system testing, design elements, construction inspections and any required operating permits have been met.

OPERATIONAL REQUIREMENTS:

Water:

25. The property owner or lease holder shall have the backflow prevention assembly tested by an American Water Works Association certified Backflow Prevention Assembly Tester at the time of installation, repair, or relocation and at least on an annual schedule thereafter.

26. A safe, potable water supply shall be provided and maintained.

27. The location of the wells, and groundwater elevations and quantities of groundwater extracted for this use shall be monitored monthly and reported to PRMD in January of the following year pursuant to Section WR-2d of the Sonoma County General Plan and County policies. Annual monitoring fees shall be paid at the rate specified in the County Fee Ordinance. If the County determines that groundwater levels are declining in the basin, then the applicant shall submit and implement a Water Conservation Plan, subject to review and approval by PRMD.

28. Required water meters shall be calibrated, and copies of receipts and correction factors shall be submitted to PRMD Project Review staff at least once every five years.

Septic:

29. Maintain the Annual Operating Permit for any package treatment plant, alternative (mound or pressure distribution) or experimental sewage disposal system installed per Sonoma County Code 24-32, and all applicable Waste Discharge Requirements set by the Regional Water Quality Control Board.

30. Use of the on-site wastewater disposal system shall be in accordance with the design and approval of the system.

31. All future sewage disposal system repairs shall be completed in the Designated Reserve areas and shall meet Class I Standards. Alternate reserve areas may be designated if soil evaluation and testing demonstrate that the alternative reserve area meets or exceeds all of the requirements that would have been met by the original reserve area. If wastewater ponds or a package treatment plant are needed, then a modification of the Use Permit may be required, as determined by PRMD.

Consumer Protection:

32. Obtain and maintain all required Food Industry Permits from the Sonoma County Environmental Health Division prior to serving any food.

Noise:

33. Noise shall be controlled in accordance with Table NE-2 (or an adjusted Table NE-2 with respect to ambient noise as described in General Plan 2020, Policy NE-1c,) as measured at the exterior property line of any affected residential or sensitive land use:

TABLE NE-2: Adjusted Maximum Allowable Exterior Noise Exposures

Hourly Noise Metric[1], dBA	Daytime[2] (7am to 10pm)	Nighttime[2] (10pm to 7am)
L50 (30 minutes in any hour)	45	40
L25 (15 minutes in any hour)	50	45
L08 (4 minutes 48 seconds in any hour)	55	50
L02 (72 seconds in any hour)	60	55

[1] The sound level exceeded n% of the time in any hour. For example, the L50 is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L02 is the sound level exceeded 1 minute in any hour.
[2] Adjusted for speech, music, recurring impulsive noises.

34. Special Events are limited to those school events analyzed in the sound study and up to four community events held inside any of the permanent structures identified in this Use Permit.

35. All events are limited to 7:00 AM to 9:30 PM, so that the premises will be cleared of attendees/school staff by 10:00 PM.

36. Amplified sound and the very loud musical instruments (such as horns, drums and cymbals) are not permitted outdoors. The quieter, non-amplified musical instruments (such as piano, stringed instruments, woodwinds, flute, etc) are allowed outdoors when in compliance with the Noise Element of the Sonoma County General Plan.

37. If noise complaints are received from nearby residents, and they appear to be valid complaints in PRMD's opinion, then the applicant shall conduct a Noise Study to determine if the current operations meet noise standards and identify any additional noise Mitigation Measures if necessary. A copy of the Noise Study shall be submitted to the Project Review Health Specialist within sixty days of notification from PRMD that a noise complaint has been received. The owner/operator shall implement any additional Mitigation Measures needed to meet noise standards.

Solid Waste:

38. All garbage and refuse on this site shall accumulate or be stored in non-absorbent, water-tight, vector resistant, durable, easily cleanable, galvanized metal or heavy plastic containers with tight fitting lids. No refuse container shall be filled beyond the capacity to completely close the lid. Garbage and refuse on this site shall accumulate or be stored for no more than seven calendar days, and shall be properly disposed of at a County Transfer Station or County Landfill before the end of the seventh day.

Smoking:

39. Smoking is prohibited at any public event, in any dining area, service area (including entry lines or ticket purchase lines) and in any enclosed area that is a place of employment (Sonoma County Code 32-6). "No Smoking" signs shall be conspicuously posted at the point of entry into every

building where smoking is prohibited by Chapter 32 of the Sonoma County Code. The California Health and Safety Code (section 113978) also requires the posting of "No Smoking" signs in all food preparation areas, all retail food storage areas, and all food utensil washing areas. Note that Health and Safety Code section 113781 definition of food includes any beverage intended for human consumption.

GRADING AND STORM WATER:

"The conditions below have been satisfied BY _____ DATE _____

40. Grading and/or building permits require review and approval by the Grading & Storm Water Section of the Permit and Resource Management Department prior to issuance. Grading permit applications shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations.

41. A drainage report for the proposed project shall be prepared by a civil engineer, currently registered in the State of California, be submitted with the grading and/or building permit application, and be subject to review and approval by the Grading & Storm Water Section of the Permit and Resource Management Department. The drainage report shall include, at a minimum, a project narrative, on- and off-site hydrology maps, hydrologic calculations, hydraulic calculations, pre- and post-development analysis for all existing and proposed drainage facilities. The drainage report shall abide by and contain all applicable items in the *Drainage Report Required Contents* (DRN-006) handout.

42. The proposed project is subject to storm water Low Impact Development (LID) regulations. Measures to mitigate the project impacts to the quality and quantity of post-construction storm water discharges from the site shall be incorporated into the drainage design of the project. A final Standard Urban Storm Water Mitigation Plan (SUSMP) shall be submitted with the grading and/or building permit application, and be subject to review and approval by the Grading & Storm Water Section of PRMD prior to the issuance of any grading or building permits. SUSMP features must be installed per approved plans and specifications, and working properly prior to finaling the grading permit and associated building permits.

43. Drainage improvements shall be designed by a civil engineer, currently registered in the State of California, and in accordance with the Sonoma County Water Agency Flood Control Design Criteria. Drainage improvements shall be shown on the grading/site plans and be submitted to the Grading & Storm Water Section of the Permit and Resource Management Department (PRMD) for review and approval. Drainage improvements shall maintain off-site natural drainage patterns, limit post-development storm water levels and pollutant discharges in compliance with PRMD's best management practices guide, and shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations. Drainage improvements shall not adversely affect adjacent properties or drainage systems.

44. The applicant shall provide grading plans, prepared by a civil engineer currently registered in the State of California, which clearly indicate the nature and extent of the work proposed and include all existing and proposed land features, elevations, roads, driveways, buildings, limits of grading, adequate grading cross sections and drainage facilities such as swales, channels, closed conduits, or drainage structures. The grading plans shall abide by and contain all applicable items from the *Grading Permit Required Application Contents* (GRD-004) handout.

45. As part of the grading plans, the applicant shall include an erosion prevention/sediment control plan which clearly shows best management practices to be implemented, limits of disturbed areas, vegetated areas to be preserved, pertinent details, notes, and specifications to prevent damages and minimize adverse impacts to the environment. Tracking of soil or construction debris into the public right-of-way shall be prohibited. Runoff containing concrete waste or by-products shall not be allowed to drain to the storm drain system, waterway(s), or adjacent lands.

The erosion prevention/sediment control plan shall abide by and contain all applicable items in the *Grading Permit Required Application Contents* (GRD-004) handout.

46. Runoff from waste receptacles or outside washing areas shall not be allowed to drain directly to the storm drain system, waterway(s) or adjacent lands. Areas used for waste receptacles and outside washing areas shall be covered or separated from the rest of the project site by grade breaks that prevent storm water run-on. Any surface water flow from a waste receptacle or outside washing area shall not be permitted to enter the storm drain system without receiving appropriate treatment.

47. The project is subject to National Pollutant Discharge Elimination System (NPDES) requirements and must obtain coverage under the State Water Resource Control Board's General Construction Permit (General Permit). Documentation of coverage under the General Permit must be submitted to the Grading & Storm Water Section of the Permit and Resource Management Department prior to issuance of any grading permit for the proposed project.

48. The Permit Holder shall be responsible for controlling dust and debris during all construction phases. Consistent with BAAQMD guidance, the following measures shall be implemented by the permit holder on the project site during the construction period:

- Water all active construction areas at least twice daily.
- Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.
- Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites.
- Sweep daily (preferably with water sweepers) all paved access roads, parking areas and staging areas at construction sites.
- Sweep streets daily (preferably with water sweepers) if visible soil material is carried onto adjacent public streets.
- Hydro-seed or apply (non-toxic) soil stabilizers to inactive construction areas.
- Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles dirt, sand, etc.
- Limit traffic speeds on unpaved access roads to 15 mph.
- Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
- Replant vegetation and ground cover in disturbed areas as quickly as possible.

REGIONAL PARKS:

49. The project driveway serving the school crosses the West County/Joe Rodota Trail (the Trail) and requires the applicant and the County to enter into an easement agreement whereas the County will grant an access easement to the applicant and the applicant will grant a public trail easement to the County. No building or grading permits shall be issued until the easement is approved and recorded.

50. The applicant shall submit improvement plans for the driveway crossing the Trail to the Regional Parks Department for review and approval prior to issuance of grading or building permits. The access driveway serving the school across the trail shall be constructed prior to building occupancy.

51. The structural section of the driveway and trail improvements shall be designed using a soils investigation which provides the basement soils R value and expansion pressure test results. A copy of the soils report shall be submitted with the first set of improvement plan check prints. The traffic index to be used for the design is "4." The designer may use an R value of "5" and a T.I. of "4" if he wishes to waive the soils investigation for the driveway and trail section design. After plan approval, the applicant shall construct the required improvements as shown on said plans. These requirements are the minimum. It is the design engineer's responsibility to design an adequate driveway for its intended use.

52. All engineering plans shall be drawn to a scale no smaller than 1" = 40 feet, shall show contours and cross sections of the driveway and trail.
53. A grading permit shall be obtained prior to the start of any earthwork for the driveway crossing the Trail. Once the grading permit is obtained, the applicant shall submit a construction schedule to County Regional Parks Department prior to starting site work. The construction schedule shall identify the start and end dates for the following improvements so Parks staff can inspect the improvements during construction:

    1) Obtain a letter from Parks Department approving rough grade inspection prior to the placement of base rock.
    2) Submit compaction test reports for soils and base rock approved by soils engineer prior to paving improvements.
    3) Obtain a letter from Parks Department approving final grade inspection and accepting the completed improvements prior to finalizing grading permit.

54. The applicant shall implement further traffic controls or calming measures pertaining to the school driveway crossing of the West County Trail which may in the future be recommended by Regional Parks should a need for such additional measures be justified.

TRANSPORTATION AND PUBLIC WORKS:

"The conditions below have been satisfied BY _____ DATE _____

55. The applicant shall apply and obtain all required clearances and permits, including an encroachment permit from Caltrans District 4, for all work to be conducted within Highway 116 and associated right-of-way.

56. The applicant shall extend the proposed new sidewalk along Highway 116 to the north to the location of the existing Route 20 westbound bus stop. This will provide improved ADA access at the westbound bus stop and allow for the future installation of upgraded amenities such as a bench and/or passenger waiting shelter.

57. The applicant shall submit a Traffic Management Plan (TMP) that addresses the physical and operational supports that will be in place at the school to ensure the safety and efficiency of student drop-off/pick-up, the safety of Trail users, the reduction of school traffic on neighborhood streets, promotion of carpool, biking and walking to school, and other measures to reduce school traffic. The TMP is subject to final review and approval by DTPW prior to issuance of Building Permits.

58. The applicant shall be responsible for provision of crossing guards and monitoring of the driveway's crossing of the West County Trail for all periods of school drop-offs and pick-ups and for the start and end of events. The applicant shall monitor queue lengths and effectiveness of the stop-controlled intersection. The applicant shall submit the monitoring results to DTPW for review and approval. Depending upon the results of the monitoring, DTPW may direct the applicant that use of the crossing guard is to be continued, specifying when the guard is required, or discontinued. If necessary, the Traffic Management Plan shall be amended to reflect requirements for crossing guards and monitoring of the Trail subject to review and approval of DTPW.

59. **Mitigation Measure**: All project design and operational recommendations of the W-Trans Sebastopol Charter School Relocation Traffic Impact Study prepared for the project (November 9, 2015) as expanded and modified by the DTPW Traffic Analysis Memorandum dated April 21, 2016 regarding use of a crossing guard at the Highway 116/Mill Station Road intersection, shall be incorporated into final project design plans and/or maintained as part of ongoing operations for the proposed school use. Crossing guard at Highway 116 and Mill Station Road shall be provided

at school expense during the morning and afternoon peak hour school use, subject to review by DTPW and/or requirements of local or State agencies.

Mitigation Monitoring: The project applicant shall ensure final design plans incorporate and address the recommendations of the W-Trans Sebastopol Charter School Relocation Traffic Impact Study (November 9, 2015) and the DTPW Traffic Analysis Memorandum dated April 21, 2016 regarding use of a crossing guard at the Highway 116/Mill Station Road intersection. PRMD staff shall evaluate project grading and site plans to ensure incorporation of the improvements, with final inspection to verify compliance prior to issuance of a certificate of occupancy. Ongoing monitoring of provisions of the drop-off and pick-up parking lot, West County Trail and crossing guard shall be the responsibility of the project operator. The applicant shall provide annual summaries to PRMD staff that these measures continue to be implemented for the duration of the project. PRMD staff may also periodically conduct inspections of the project to determine compliance with this measure.

60. **Mitigation Measure:** The project applicant shall provide PRMD with executed, recorded agreements with Sonoma County Regional Parks and with the O'Reilly Media property owner addressing all aspects of driveway construction and access for the proposed driveway entry using the existing O'Reilly driveway, the West County Trail crossing and entry to the school property prior to issuance of grading or building permits. The O'Reilly easement agreement, or other agreement between the Applicant and O'Reilly acceptable to PRMD, shall include provisions which allow the applicant to perform periodic trimming of vegetation on the O'Reilly property in order to maintain sight distances recommended for the safety of persons using the Trail crossing in Figure 5 of the Fehr & Peers Sebastopol Charter Trail Crossing Review (September 6, 2016). The project applicant shall implement and maintain all improvements and/or measures required by the final Easement Agreement with Sonoma County Regional Parks as provided in that Agreement.

Mitigation Monitoring: The project applicant shall provide the executed, recorded agreements to PRMD prior to issuance of grading or building permits. Failure of the applicant to secure both final (executed) agreements shall require the project applicant to seek a modification to UPE14-0090 to address any alternative access plans which may be available.

61. **Mitigation Measure:** Pursuant to the W-Trans Sebastopol Charter School Relocation Traffic Impact Study Supplemental report prepared for the project dated August 10, 2016, the applicant shall provide traffic calming measures to decrease vehicle speeds at the Hurlbut Avenue crossing of the West County Trail prior to issuance of a certificate of occupancy. Final traffic calming measures shall be reviewed and approved by PRMD and DTPW prior to installation.

Mitigation Monitoring: The project applicant shall obtain all necessary permits and approvals and install recommended traffic calming measures at the Hurlbut Avenue crossing of the West County Trail, prior to issuance of a certificate of occupancy. The applicant shall provide evidence of all necessary permits and approvals to construct the traffic calming measures for PRMD project files.

62. **Mitigation Measure:** Pursuant to the W-Trans Sebastopol Charter School Relocation Traffic Impact Study Supplemental report prepared for the project dated August 10, 2016, the applicant shall construct pedestrian-activated enhanced crossing improvements at the intersection of SR 116/Danmar Drive in conformance with Caltrans standards and subject to Caltrans approval. The applicant shall also be responsible for obtaining all necessary permits and approvals necessary to construct the crossing improvements. Should the required crosswalk not be operational by the start of the 2018-2019 school year on or about September 4, 2018, the applicant shall:

    a. Provide the following written notice by individual letter to all parents.
    NOTICE: PEDESTRIAN AND BICYCLE ROUTES TO SCHOOL

A new crosswalk with pedestrian-activated warning lights is planned for the intersection of SR 116 and Danmar Drive near the Community Church, but will not be ready for the start of school in September 2018. Until the new crosswalk is installed, no students shall cross SR 116 (Gravenstein Highway) at Danmar Drive. All students or parents walking or bicycling to and from school to the neighborhoods west of SR 116 and south of Mill Station Road must cross SR 116 at the traffic signal at the intersection of SR 116 and Hurlbut Avenue and use the existing sidewalk on the east side of SR 116 from Hurlbut Avenue to Mill Station Road. **PLEASE DIRECT YOUR STUDENTS TO FOLLOW THIS RULE**

b. The School Traffic Management Plan shall be revised to include the prohibition of crossing at Danmar Drive until the enhanced pedestrian crossing is installed.
c. The applicant shall provide an adult crossing monitor at the intersection of SR 116 and Danmar Drive on the west side of SR 116 before school start time and on the east side of SR 116 after school dismissal hours, and for school events as required by Conditions of Approval for crossing guards at the school entrance driveway, except that the monitor(s) required by this condition shall not be discontinued until the lighted pedestrian crosswalk is operational. The monitor(s) required by this condition shall direct students to cross SR 116 at the lighted traffic signal at Hurlbut Avenue and use the existing sidewalk on the east side of SR 116 from Hurlbut Avenue to Mill Station Road. The monitor(s) required by this condition shall not escort students across SR 116 at Danmar Drive.
d. If the crossing is not operational by June 15, 2019, the Sebastopol Charter School shall return to the County Board of Zoning Adjustments and/or Board of Supervisors for a decision on whether continued operation of the School is permitted.
e. No occupancy permits for permanent buildings other than the modular classrooms and bathroom, the permanent bathroom and the administration building shall be issued until the Danmar pedestrian crossing is operational.

Mitigation Monitoring: The project applicant shall obtain all necessary permits and approvals of the enhanced crossing improvements, with the improvements constructed by the applicant and accepted by Caltrans no later than June 15, 2019. The applicant shall provide evidence of all necessary permits and approvals to construct the crossing improvements for PRMD project files. Should interim measures (a)-(c) above be required, the School Traffic Management Plan revised per subsection (b) above shall be provided to PRMD staff prior to issuance of certificates of occupancy.

63. The emergency access roadway connection to Hurlbut Avenue shall be gated and remain closed, except for use in emergency situations. Means of gate access shall be provided to and accepted by Sonoma County Fire prior to issuance of the first building permit.

64. Student drop-off and pick-up is prohibited along the Hurlbut Avenue frontage. Drop-off and pick-up shall occur within the designated area of the school parking lot to be accessed by the school driveway connecting to the SR116/Mill Station Road signalized intersection.

No school traffic shall utilize Joyce Drive other than traffic generated by persons living on or otherwise having a legal right to use Joyce Drive, a private street. The School Traffic Management Plan shall be revised to include the prohibition of Joyce Drive for school associated traffic.

65. The entrance (eastbound approach) to the O'Reilly Media driveway yield shall be removed and the northbound approach (O-Reilly) and westbound approaches yield controlled. On the northbound approach, a supplemental W4-4aP "Traffic From Left Does Not Stop" plaque shall be installed below the yield sign.

FIRE AND EMERGENCY SERVICES:

"The conditions below have been satisfied BY _____ DATE _____

66. Permitting or development approval of this project is subject to the Sonoma County Fire Safety Ordinance (Sonoma County Code). All applications for development approvals must be approved by the Sonoma County Fire Marshal, and shall be accompanied by: plans, engineering calculations, and other data necessary to determine compliance with the provisions of the codes, and shall be in compliance with the following conditions (Ref. California Code of Regulations Title-14, Division 1.5,Chapter 7, Subchapter 2, Articles 1 – 5, & Sonoma County Code Chapter 13, Article IV, Section 13-17 & Sonoma County Code Chapter 13, Article V, Division A, Section 13-24):

    a. Fire engine access must be provided to within 150 feet of all portions of all buildings at grade level as measured by an approved route around the buildings.
    b. All new buildings require fire sprinklers per Sonoma County Amended Fire Code. All Existing Buildings considered a change of occupancy will be required be provided fire sprinklers.
    c. All new building and existing buildings based on occupancy are required to be provided a manual and automatic fire alarm system unless exempted by model codes.
    d. The property may be required to be provided a minimum of two required fire apparatus roads per Appendix D of the CFC.
    e. The property is required to have minimum fire flows per NFPA 1142. Number of required fire hydrants per CFC Appendix C of the CFC, Fire line underground installed per NFPA 24; supplied by a pressure system per NFPA 20 and water tank designed per NFPA 22.
    f. The School is required to be inspected and permitted annually per the CFC.
    g. Buildings (based on construction type) may require additional fire resistive construction base on use and size per CBC.

67. Prior to any construction, or changes in use of existing building or facilities, applicable Fire Code construction permits required by Chapter 1, Division II of the 2013 California Fire Code as adopted and amended by Sonoma County Code shall be obtained from the Sonoma County Fire and Emergency Services Department.

68. The applicant shall provide evidence to Sonoma County Fire that the fire service features for buildings, structures and premises will comply with the 2013 California Fire Code as adopted and amended by Sonoma County Code, including but not limited to: fire apparatus access roads; access to building openings and roofs; premises identification and road naming; gate access & key boxes; fire protection water supplies; and building features.

    a. Access roads**:** minimum emergency access is required to provide safe access for emergency fire equipment and civilian evacuation concurrently, and to allow unobstructed traffic circulation during a wildfire or other emergency.
    b. Newly constructed access roads from every building to a public street shall be all-weather hard-surfaced (suitable for use by fire apparatus) right-of-way of an approved width and shall extend to within 150 feet (45 720 mm) of all portions of the exterior walls of the first story of buildings as measured by an approved route around the exterior of the building
    c. All fire apparatus lanes shall be marked and signage to be provided to prevent unauthorized parking and blocking of lanes

d. Premises Identification and Road Naming: Approved road names & signs, address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road shall be provided.
e. Gates: Where gates or similar barriers are installed across access roads, an approved lock shall be installed as required by the fire code official.
f. Water Supply: An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises.
g. Building features: Fire sprinklers, fire alarm system, fire line underground is required.

69. The applicant shall provide evidence to Sonoma County Fire that applicable Fire Code Operational Permits required by Chapter 1, Division II of the 2013 California Fire Code as adopted and amended by Sonoma County Code will be obtained from the fire code official.

70. The applicant shall provide a written "Fire Safety and Evacuation Plan" (as required by Section 404 of the 2013 California Fire Code) to Sonoma County Fire for approval.

PLANNING:

"The conditions below have been satisfied BY _____ DATE _____

71. This Use Permit grants approval to allow construction and operation of a new charter school campus with maximum attendance of 360 students in six new classroom buildings totaling 20,200 square feet, a 37'-6" high 19,500 square foot assembly hall, renovation and reuse of the existing 4,800 square foot residence as an administration building, outdoor play fields and facilities, and temporary placement of up to 15 modular classroom structures on three parcels totaling 20.36 acres. On-site parking may be reduced from 91 to 83 spaces. The use shall be operated in accordance with the proposal statement and site plans located in File No. UPE14-0090 as modified by these conditions.

72. The applicant has three years after final approval of the Use Permit to vest the project or the permit shall become automatically void and of no further effect, provided however, that upon written request by the applicant prior to the expiration of the three year period the permit approval may be extended for not more than one (1) year by the authority which granted the original permit pursuant to Section 26-92-130 of the Sonoma County Code.

73. Construction Phasing is approved as follows:

a. Phase one include site infrastructure site work for final campus configuration, renovation of the existing residence to serve as the school administration building, the lower courtyard restroom, the utility building, trash enclosure, placement of up to 15 temporary modular classrooms, construction of the running track, games fields, and sports courts, and construction of woodworking areas. The temporary modular classrooms may be offset from the footprints for the permanent classrooms as depicted in the site plan in order to allow for construction of the latter before the modulars are removed.
b. Phase two includes a replacement schedule for the temporary modular classrooms with permanent buildings over a period of ten years consistent with the applicant's replacement plan dated August 10, 2016.
c. Phase three includes construction of the assembly hall.

74. Construction activities shall be restricted to the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 9:00 am and 7:00 pm on Saturdays. No construction on Sundays or holidays is permitted. Work outside the times specified above is only allowed to prevent an emergency or to deal with

an existing emergency. In this case, the applicant shall notify surrounding neighbors if emergency work is to be done before 7:00 a.m. or past 7:00 p.m.

75. Prior to issuance of building permits, the applicant shall record a restrictive covenant (deed restriction), in a form acceptable to PRMD Planning staff, by which the developed portion of the subject site (post-merger of underlying parcels) is limited to 50%, or 10 acres, whichever is less, and the remainder is restricted to agricultural or open space purposes consistent with General Plan Policy LU-6e for so long as the site is used as a public elementary school pursuant to this conditional use permit.

76. The permit holder shall be responsible for controlling dust and debris during all construction phases. The following dust control measures shall be followed during construction:

    a. Water or dust palliative shall be spread on unpaved construction and staging areas during construction as necessary to control dust.
    b. Trucks hauling soil, sand and other loose materials over public roads will cover the loads, or will keep the loads at least two feet below the level of the sides of the container, or will wet the load sufficiently to prevent dust emissions.
    c. Paved roads will be swept as needed to remove soil that has been carried onto them from the project site(s).
    d. Water or other dust palliative will be applied to stockpiles of soil as needed to control dust.

77. **Mitigation Measure:** A limited sampling effort of shallow soils shall be completed to assess the potential presence of residual pesticides from the older orchard, and possible lead from lead-based paint adjacent to the former buildings. Mitigation measures, if any, that are needed shall be addressed as part of the redevelopment process.

    Mitigation Monitoring: The soil sampling shall be conducted in accordance with PRMD Health and state protocols prior to issuance of a grading permit. Soils remediation, if determined necessary, shall be completed and accepted by the responsible agencies prior to grading permit issuance.

78. The following notes shall be included on building or grading plans for ground disturbing activities:

    "During construction activities, if archaeological remains are uncovered, work at the place of discovery should be halted immediately until a qualified archaeologist can evaluate the finds pursuant to Government Code Section 15064.5. If archaeological materials such as pottery, arrowheads or midden are found, all work shall cease and PRMD staff shall be notified so that the find can be evaluated by a qualified archaeologist (i.e., an archaeologist registered with the Society of Professional Archaeologists). Artifacts associated with prehistoric sites include humanly modified stone, shell, bone or other cultural materials such as charcoal, ash and burned rock indicative of food procurement or processing activities. Prehistoric domestic features include hearths, firepits, or house floor depressions whereas typical mortuary features are represented by human skeletal remains. Historic artifacts potentially include all by-products of human land use greater than 50 years of age including trash pits older than fifty years of age. The developer shall designate a Project Manager with authority to implement the mitigation prior to issuance of a building/grading permit. When contacted, a member of PRMD Project Review staff and the archaeologist shall visit the site to determine the extent of the resources and to develop proper procedures required for the discovery. No work shall commence until a protection plan is completed and implemented subject to the review and approval of the archaeologist and Project Review staff. Mitigation may include avoidance, removal, preservation and/or recordation in accordance with accepted professional archaeological practice."

    "If human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and PRMD staff, County Coroner and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native

American and prehistoric, the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" can be designated."

In the event that human remains are unearthed during construction, state law requires that the County Coroner be contacted in accordance with Section 7050.5 of the State Health and Safety Code to investigate the nature and circumstances of the discovery. If the remains were determined to be Native American interment, the Coroner will follow the procedure outlined in CEQA Guidelines Section 15065.5(e)."

79. All classroom modular, new structures, landscaping, lighting and signs shall require design review and approval by the Sonoma County Design Review Committee prior to issuance of grading and building permits. All exterior finishes shall be of non-reflective materials and colors.

80. Landscaping shall be installed along appropriate sections of the site to effectively screen on-site parking areas from the West County Trail. The landscape plan shall be reviewed as a part of the Design Review process.

81. Prior to issuance of building permits, an exterior lighting plan shall be submitted for design review (by PRMD or Design Review Committee). Exterior lighting shall be low mounted, downward casting and fully shielded to prevent glare. Lighting shall not wash out structures or any portions of the site. Light fixtures shall not be located at the periphery of the property and shall not spill over onto adjacent properties or into the night sky. Flood lights are not permitted. Lighting shall shut of automatically after closing and security lighting shall be motion sensor activated. Additional measures for lighting impacts include: Lighting plans shall be designed to meet the Lighting Zone (LZ1 for dark areas, LZ2 for rural, LZ3 for urban) standards from Title 24 effective October 2005.

82. All working drawings shall conform to the designs approved by the County Design Review Committee. Working drawings shall be submitted to the County Permit and Resource Management Department to review conformance prior to issuance of grading/building permits. Working drawings that conform to approved designs will be stamped approved for construction by the Permit and Resource Management Department. The Permit and Resource Management Department shall not sign off building/grading permits until all construction drawings have been received and checked for compliance with the approved project and conditions.

83. Parking lot fixtures shall not exceed 20 feet in height. All parking lot light fixtures shall use full cut-off fixtures. All exterior fixtures shall be limited to lamps (light bulbs) not exceeding 100 watts.

84. Storage of portable classrooms on the project site, other than when occupied and used as classroom space and as shown on the approved Use Permit project plans, shall be prohibited.

85. The applicant is responsible for maintenance of all on-site facilities associated with the Use Permit.

86. Utility distribution facilities, except surface mounted transformers, pedestal mounted terminal boxes, meter cabinets, concealed ducts, fire hydrants, and street lights shall be placed underground. Appropriate easements shall be provided to facilitate these installations. Improvement plans submitted to the County shall reflect this condition. The Permit and Resource Management Department shall not sign off the Improvement Plans or Building Permit until all applicable utility easements have been dedicated and undergrounding of utilities is specified in the project's construction documents.

87. A Water Conservation Plan shall be submitted for all buildings and landscaping prior to building permit issuance, subject to PRMD review and approval. The Water Conservation Plan shall include all reasonably feasible measures to reduce water demand to the maximum extent feasible and enhance water resource recovery to maintain sustainable water supplies. Measures that must be evaluated include: installation of low-flow fixtures, best available conservation

technologies for all water uses, rainwater and stormwater collection systems and graywater reuse. Landscaping plans must comply with the County Water Efficient Landscape Ordinance. Prior to Building Permit Issuance a Landscape Permit application shall be submitted for all new and rehabilitated landscapes, as required by the Water Efficient Landscape Regulations (Chapter 7D3 of the Sonoma County Building Code). Verification from a qualified irrigation specialist that landscaping plan complies with the County Ordinance shall be provided prior to building permit issuance. The measures in the plan shall be implemented by the applicant and verified by PRMD staff prior to Certificate of Occupancy or operation of the use.

88. All grading and development on site shall be done in compliance with the County Tree Protection Ordinance, including protection of trees during construction with a chain link fence at the drip-line, and replacement of damaged or removed trees. The project's grading and landscape plans shall detail all tree protection implementation measures.

PRMD shall not sign off the grading or building permit for issuance until the project grading and landscape construction documents clearly show all tree protection measures (as required in the County Tree Protection Ordinance). PRMD shall not sign off the grading or building permit for occupancy until a site inspection has been conducted, and the applicant has provided written verification from the project's landscape architect or contractor, that the tree protection measures were complied with.

89. At the time of submitting a building permit application, the applicant shall submit to PRMD a Condition Compliance Review fee deposit (amount to be determined consistent with the ordinance in effect at the time). In addition, the applicant shall be responsible for payment of any additional compliance review fees that exceed the initial deposit (based upon hours of staff time worked) prior to final inspection being granted.

USE PERMIT OPERATIONAL REQUIREMENTS

90. This permit shall be subject to revocation or modification by the Board of Zoning Adjustments if: (a) the Board finds that there has been noncompliance with any of the conditions or (b) the Board finds that the use for which this permit is hereby granted constitutes a nuisance. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to Section 26-92-120 and 26-92-140 of the Sonoma County Code.

91. This use shall be constructed, maintained, and operated in conformance with all applicable county, state, and federal statutes, ordinances, rules, and regulations. A violation of any applicable statute, ordinance, rule or regulation shall be a violation of the Use Permit, subject to revocation or modification.

92. Two-Year Review. A review of event activities under this Use Permit shall be undertaken by the director two (2) years after commencement of the first event to determine compliance with the Conditions of Approval. The director shall give notice of this Use Permit review to all owners of real property within three hundred feet (300′) of the subject site plus any additional property owners who have previously requested notice. The director shall allow at least ten (10) days for comment. If the director determines that there is credible evidence of non-compliance with the Conditions of Approval applicable to events or that event activities constitute a public nuisance, the director shall refer the matter to the Board of Zoning Adjustments for possible revocation or modification of the Use Permit with regard to events. Any such revocation or modification shall be preceded by a public hearing noticed and heard in compliance with the Zoning Code. This Use Permit review shall not include any other aspect of the original Use Permit approval, unless other Conditions of Approval have not been met, violations have occurred, or the use constitutes a public nuisance.

93. Trash, Litter, and Graffiti.

    a. At least twice a week, the school operator shall remove trash, litter, and debris from the

site, driveways, adjacent roads and on-site parking areas.

b. The school operator shall remove all graffiti from the premises and parking lots under the control of the operator within 72 hours of its application.
c. Trash can only be disposed in exterior dumpsters between the hours of 8:00 a.m. and 8:00 p.m.

94. This use shall be constructed, maintained, and operated in conformance with all applicable county, state, and federal statutes, ordinances, rules, and regulations. A violation of any applicable statute, ordinance, rule or regulation shall be a violation of the Use Permit, subject to revocation.

95. Any proposed modification, alteration, and/or expansion of the use authorized by this Use Permit shall require the prior review and approval of PRMD or the Board of Zoning Adjustments, as appropriate. Such changes may require a new or modified Use Permit and additional environmental review. The use shall be operated in accordance with the proposal statement, site plan and project technical reports located in File No. UPE14-0090.

96. The Director of PRMD is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to PRMD demonstrating that the conditions is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. PRMD shall consult with affected departments and agencies and may require an application for modification of the approved permit. Changes to conditions that may be authorized by PRMD are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from PRMD, and shall not affect the original permit approval date or the term for expiration of the permit.

97. The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.

98. This permit shall be subject to revocation or modification by the Board of Zoning Adjustments if: (a) the Board finds that there has been noncompliance with any of the conditions or (b) the Board finds that the use for which this permit is hereby granted constitutes a nuisance. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to Section 26-92-120 and 26-92-140 of the Sonoma County Code.

ADDENDUM TO THE REVISED MITIGATED NEGATIVE DECLARATION FOR THE SEBASTOPOL CHARTER SCHOOL
August 2018

Revised MND Adopted October 25, 2016

Lead Agency: County of Sonoma

Prepared by:
County of Sonoma
Permit and Resource Management
Department ("Permit Sonoma")
2550 Ventura Ave
Santa Rosa, CA 95403-2829

A. OVERVIEW

The County of Sonoma (County) has prepared this Addendum to the Revised Mitigated Negative Declaration for the Sebastopol Charter School ("Addendum"). The Revised Mitigated Negative Declaration ("Revised MND") was approved by the Sonoma County Board of Supervisors ("Board") on October 25, 2016. The Addendum analyzes interim measures to provide for pedestrian safety at the intersection of Danmar Drive and SR 116 during an expected brief interim period before construction of a lighted crosswalk at that location can be approved by Caltrans and installed. The lighted crosswalk is a mitigation measure specified in the Revised MND and relied on in findings adopted by the Board in Resolution No. 16-0415, approving the Sebastopol Charter School project. The Addendum analyzes proposed interim measures to determine whether using those measures for a period ending no later than June 15, 2019 will result in new or more severe environmental impacts than would occur with the original mitigation measure analyzed in the Revised MND and approved by Resolution 2016-0415.

B. BACKGROUND

The County Board of Supervisors ("Board") approved the Sebastopol Charter School relocation (the "Project") on October 25, 2016 after taking original jurisdiction of the matter. The Board approved the MND and a use permit for the construction and operation of a charter school with a maximum attendance of 360 students in six new classroom buildings plus additional assembly and administration buildings, and outdoor play fields and facilities. The Project construction is planned to be phased as funding permits. Temporary placement of up to fifteen modular classrooms was approved for the initial phase. The Project is located just outside the city limits of Sebastopol on 20.36 acres at 1080 and 1088 Hurlbut Avenue.

As the lead agency, the County prepared an MND analyzing the approved project under the California Environmental Quality Act. ("CEQA") and subsequently revised and recirculated the Revised MND. The Revised MND disclosed and analyzed the environmental impacts that would result from the construction and operation of the Project, and concluded that all impacts associated with the Project would be mitigated to a less than significant level with the adoption of mitigation measures identified in the Revised MND and/or changes or alterations that were incorporated into the Project or required by conditions of approval. Other than as proposed for modification herein, the Addendum relies on and incorporates the Revised MND.

Pedestrian safety was ensured through numerous Conditions of Approval, one of which is proposed for temporary modification and analyzed in this Addendum. All other Conditions of Approval and mitigation measures remain unchanged. There are no changes proposed to the Project's square footage, site plan, uses or operation.

C. THE CEQA STANDARD.

The County has prepared this Addendum pursuant to CEQA and the CEQA Guidelines (California Code of Regulations, title 14, Section 15000 et seq.). Specifically, CEQA Guidelines Section 15164, subdivision (b), provides that "An addendum to a mitigated negative declaration nay be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred."

An Addendum need not be circulated for public review or comment, but must be considered by the agency before making its decision on the project. (CEQA Guidelines, §15164, subd. (c)-(d).) The Guidelines state that an agency should include a brief explanation of its decision not to prepare a subsequent environmental document and that the agency's explanation must be supported by substantial evidence. (*Ibid*.) In this case, the only change proposed is a temporary use of alternative pedestrian safety measures for one traffic mitigation improvement until construction of that mitigation can be completed. Because no substantial changes are proposed to the Project, there are no substantial changes regarding the circumstances under which the Project is undertaken, and there is no new information of substantial importance which shows that the Project will have one or more significant effects not discussed in the MND or which are more severe than previously analyzed, a subsequent mitigated negative declaration is not required. (CEQA Guidelines Section 15162.)

D. THE SR 116/DANMAR DRIVE PEDESTRIAN CROSSING.

1. Existing Condition of Approval No. 62 Requires an Enhanced Pedestrian Crossing.

The enhanced crosswalk at Danmar Drive is a CEQA mitigation measure enforced through Condition of Approval #62, which states:

> 62. **Mitigation Measure:** Pursuant to the W-Trans Sebastopol Charter School Relocation Traffic Impact Study Supplemental report prepared for the project dated August 10, 2016, the applicant shall construct pedestrian-activated enhanced crossing improvements at the intersection of SR 116/Danmar Drive in conformance with Caltrans standards and subject to Caltrans approval. The applicant shall also be responsible for obtaining all necessary permits and approvals necessary to construct the crossing improvements.

Danmar Drive/SR 116 intersection and settled on the lighted crosswalk as a viable option. Caltrans had previously planned to construct an enhanced crosswalk at this location, but not until 2023 or later. Staff subsequently recommended the crosswalk improvements as mitigation, and the Board approved the Project with Condition No. 62 included.

2. The Applicant Requests Alternative Interim Measures.

In a letter dated July 12, 2018, Bob Haroche, on behalf of the Sebastopol Charter School, informed Permit Sonoma Director Tennis Wick that the school would not be able to install the lighted crosswalk prior to the proposed opening of school on September 4, 2018. (Exhibit A to this Addendum.) The school cited ongoing efforts to secure Caltrans permits including coordination, meetings and extended discussions with both Caltrans and the City of Sebastopol. Mr. Haroche's July 12, 2018 letter also attached a letter dated July 10, 2018 from W-Trans, the Project traffic consultant, describing the status of Caltrans permitting. (Exhibit B to this Addendum.) The W-Trans letter estimates that the crosswalk will be installed before the end of 2018 and suggests an interim measure for ensuring safety of students who might otherwise walk and bicycle to school using the proposed SR 116 /Danmar Drive crosswalk.

The July 10, 2018 W-Trans letter opines that notification from the school to parents advising them to instruct their children not to cross SR 116 at Danmar until the lighted crosswalk is in operation would "be an acceptable solution and serve pedestrian crossing needs until the crosswalk is ready." Staff concurs with the recommendation, but recommends slightly altered language in a notification letter to parents and revision of School Traffic Management Plan to include the prohibition. In addition, staff recommends that an adult monitor be stationed at Danmar Drive and SR 116 during school opening and dismissal hours and for school events (the same hours as are required for crossing guards at the intersection of SR 116 and Mill Station Road, to the north, except that the monitors could not be discontinued until the new crosswalk is operational). The monitor would prohibit students from crossing at Danmar Drive and direct them to cross at the lighted signal at SR 116 and Hurlbut Avenue south of Danmar Drive to access the existing sidewalk on the east side of SR 116 which runs to Mill Station Road. The monitor would not escort students across SR 116 at Danmar Drive.

These measures would be allowed until June 15, 2019, or until the enhanced pedestrian crossing at Danmar Drive is operational, whichever first occurs. If the crossing is not operational by June 15, 2019, the Sebastopol Charter School would have to return to the County Board of Zoning Adjustments and/or Board of Supervisors for a decision on whether the school may continue to operate, with or without a further modification of the conditions of approval.

Condition No. 62 as modified would read in full as follows:

62. **Mitigation Measure:** Pursuant to the W-Trans Sebastopol Charter School Relocation Traffic Impact Study Supplemental report prepared for the project dated August 10, 2016, the applicant shall construct pedestrian-activated enhanced crossing improvements at the intersection of SR 116/Danmar Drive in conformance with Caltrans standards and subject to Caltrans approval. The applicant shall also be responsible for obtaining all necessary permits and approvals necessary to construct the crossing improvements.

Should the required crosswalk not be operational by the start of the 2018-2019 school year on or about September 4, 2018, the applicant shall:

a. Provide the following written notice by individual letter to all parents:

NOTICE: PEDESTRIAN AND BICYCLE ROUTES TO SCHOOL

A new crosswalk with pedestrian-activated warning lights is planned for the intersection of SR 116 and Danmar Drive near the Community Church, but will not be ready for the start of school in September 2018. Until the new crosswalk is installed, no students shall cross SR 116 (Gravenstein Highway) at Danmar Drive. All students or parents walking or bicycling to and from school to the neighborhoods west of SR 116 and south of Mill Station Road must cross SR 116 at the traffic signal at the intersection of SR 116 and Hurlbut Avenue and take the existing sidewalk on the east side of SR 116 from Hurlbut Avenue to Mill Station Road. **PLEASE DIRECT YOUR STUDENTS TO FOLLOW THIS RULE.**

b. The School Traffic Management Plan shall be revised to include the prohibition of crossing at Danmar Drive until the enhanced pedestrian crossing is installed.

c. The applicant shall provide an adult crossing monitor at the intersection of SR 116 and Danmar Drive on the west side of SR 116 before school start time and on the east side of SR 116 after school dismissal hours, and for school events as required by Conditions of Approval for crossing guards at the school entrance driveway, except that the monitor(s) required by this condition shall not be discontinued until the lighted pedestrian crosswalk is operational. The monitor(s) required by this condition shall direct students to cross SR 116 at the lighted traffic signal at Hurlbut Avenue and use the existing sidewalk on the east side of SR 116 from Hurlbut Avenue to Mill Station Road. The monitor(s) required by this condition shall not escort students across SR 116 at Danmar Drive.

d. If the crossing is not operational by June 15, 2019, the Sebastopol Charter School shall return to the County Board of Zoning Adjustments and/or Board of Supervisors for a decision on whether continued operation of the School is permitted.

e. No occupancy permits for permanent buildings other than the modular classrooms and bathroom, the permanent bathroom, and the administration building shall be issued until the Danmar pedestrian crossing is operational.

Mitigation Monitoring: The project applicant shall obtain all necessary permits and approvals of the enhanced crossing improvements, with the improvements constructed by the applicant and accepted by Caltrans no later than June 15, 2019. The applicant shall

provide evidence of all necessary permits and approvals to construct the crossing

3. Analysis.

W-Trans is the applicant's traffic consultant. In its July 10, 2018 letter, W-Trans states that "….[A]ssuming no extraordinary delay by Caltrans, it is estimated that the crosswalk and equipment will be installed before the end of the year." W-Trans further states in its letter that "The crosswalk was intended to serve pedestrian and bicycle crossings by students and parents living on the west side of SR 116 from south of Mill Station Road to approximately north of Bodega Avenue. There is not expected to be a significant number of potential pedestrian and bike crossings at Danmar Drive in the short term, but our thought was that over time, these crossings would grow as more Sebastopol Charter School students begin locating near the north side of the city and use the less vehicle travelled route from Covert Lane up through Norlee Street to Danmar Drive." The July 10, 2018 letter suggests the alternative measure of notifying parents of students in this area not to cross at Danmar. For the interim between the start of school in September and completion of the crosswalk, W-Trans concludes, "We believe that this approach should be an acceptable solution and serve pedestrian crossing needs until the crosswalk is ready."

Caltrans retains jurisdiction over operation of SR 116, and has been provided notice of the proposed addition of the interim measures for Condition No. 62 noted above, as has the City of Sebastopol.

4. Conclusion.

Because alternative measures to ensure the safety of pedestrians and bicyclists at Danmar Drive are imposed, because it will be a short period of time until the enhanced pedestrian crosswalk is installed, and because a signalized alternative location at Hurlbut Avenue exists for use by current students from the neighborhoods expected to be served by the enhanced Danmar crosswalk, there will be no new or more severe environmental impacts if Condition of Approval No. 62 is modified as outlined above.

EXHIBIT A

July 12, 2018

VIA EMAIL

Mr. Tennis Wick
Permit Sonoma
2550 Ventura Avenue
Santa Rosa, CA 95403

Re: *Sebastopol Charter School (UPE14-0090): Danmar Crosswalk*
BCS File No.: 6578

Dear Tennis:

I am writing in further support of our June 26 request to adjust the timing of satisfying use permit Condition 62 (construction of a pedestrian crosswalk at Hwy 116 and Danmar Avenue). In the enclosed July 11 letter, our traffic consultant W-Trans explains how an interim deferral, coupled with a substitute measure, would be equally effective in serving our population.

To state the obvious, a CEQA mitigation measure is intended to address a project impact as it exists. In other words, without the impact there is no need for mitigation. As W-Trans explains, in this instance the project's identified impact in drawing more pedestrian walkers and bikers from west of Hwy 116 is *not* expected to materialize in the near future, but only over time as more families locate in the Norlee neighborhood near the school.

> The crosswalk was intended to serve pedestrian and bicycle crossings by students and parents living on the west side of SR116 from south of Mill Station Road to approximately north of Bodega Avenue. ***There is not expected to be a significant number of potential pedestrian and bike crossings at Danmar Drive in the short term,*** but our thought was that ***over time, these crossings would grow*** as

BEYERS COSTIN **SIMON**
A Professional Corporation
200 Fourth Street, Suite 400
Santa Rosa, California 95401
Tel 707.547.2000 Fax 707.526.2746
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more Sebastopol Charter School students begin locating near the north side of the city and use the less vehicle travelled route from Covert Lane up through Norlee Street to Danmar Drive.

See also W-Trans *Traffic Impact Study Supplemental* (8/10/16) at p. 19.

While Sebastopol's population shift envisioned by the traffic analysis is not expected to occur in the near term, W-Trans has nevertheless recommended, and we are committed to, regular communication with our school families providing instructions on how, over the next few months, they can safely walk or bike to school from west of Hwy 116 through signalized crosswalks and sidewalks. (See enclosed graphic.).

For nearly 20 years while located in downtown Sebastopol, the school has successfully managed its families' traffic and pedestrian flows through nearby busy city streets. Given this history, we have every reason to believe our families will continue to adhere to the school's guidance on preferred, safe routes to school. W-Trans as well concludes that "this approach should be an acceptable solution and serve pedestrian crossing needs until the crosswalk is ready."

Since receiving its use permit, the school has been diligently pursuing Caltrans permitting for this mitigation, including coordination, meetings and extended discussions with both Caltrans and the City of Sebastopol. While we understand that final approval of the pedestrian-activated crossing is near, we will not have the permit in hand with sufficient time to complete this mitigation prior to the scheduled first day of school on September 5. The short-term accommodation of providing instructions to the very few current families who might use that crossing, however, will allow the hundreds of children who attend Sebastopol Charter to have a school to go to in the fall.

Please let me know if I can provide anything further in your consideration of this request.

Sincerely,

Bob Haroche

Bob Haroche

cc: Lynda Hopkins
PPDean Parsons
Brian Millar

EXHIBIT B

July 10, 2018

Charter Foundation
c/o Bob Haroche, President
P.O. Box 1260
Sebastopol, CA 95473-1260

Sebastopol Charter School - SR116/Danmar Crossing

Dear Mr. Haroche;

This concerns the status of the pedestrian-activated enhanced crossing improvements at the intersection of SR 116/Danmar Drive which was required as a mitigation measure for the Sebastopol Charter School. As you know, we have been involved in the design of the crossing with Adobe Associates.

This process began in early 2017 as we worked with Caltrans and the City of Sebastopol to identify the form of crosswalk design acceptable to both agencies. Once that design was selected, earlier this year the plans for that work were completed and sent to Caltrans. After receiving comments from Caltrans on the plans, we updated them and provided them to Adobe Associates for resubmittal to Caltrans. In the meantime, Caltrans has asked for a traffic control and pedestrian handling plan which will be provided within the next week or two. Before construction is to commence, Caltrans will need to provide an encroachment permit. Assuming no extraordinary delay by Caltrans, it is estimated that the crosswalk and equipment will be installed before the end of the year.

The crosswalk was intended to serve pedestrian and bicycle crossings by students and parents living on the west side of SR116 from south of Mill Station Road to approximately north of Bodega Avenue. There is not expected to be a significant number of potential pedestrian and bike crossings at Danmar Drive in the short term, but our thought was that over time, these crossings would grow as more Sebastopol Charter School students begin locating near the north side of the city and use the less vehicle travelled route from Covert Lane up through Norlee Street to Danmar Drive.

In the interim between the start of school in September and the completion of the crosswalk, it is recommended that the school provide direction and alternatives to families on this condition. Following is a suggested message:

> *For those families living west of SR116 (Gravenstein Highway) and south of Mill Station Road who plan to have their student walk or bike to school, please be advised that a new crosswalk with pedestrian activated warning lights will be installed at the intersection of SR116/Danmar Drive near the Community Church. However, that crosswalk will not be completed until after school has already started. Therefore, until that time, please direct your students to cross SR116 at the traffic signal located at the intersection with Hurlbut Drive-Redwood Marketplace (Lucky's Shopping Center). There is an existing sidewalk on the east side of SR116 from the intersection with Hurlbut Avenue to Mill Station Road. Students/parents can then cross to the school access using the traffic signal at Mill Station Road. Please do not attempt to cross SR116 near Danmar Drive until the improvements are completed.*

We believe that this approach should be an acceptable solution and serve pedestrian crossing needs until the crosswalk is ready.

Please let me know if you have any questions regarding this issue.

Sincerely,

Steve Weinberger, PE, PTOE

REGISTERED PROFESSIONAL ENGINEER
STEPHEN J. WEINBERGER
TR001440
TRAFFIC
STATE OF CALIFORNIA

SJW/sjw/SEB051.L1-1

490 Mendocino Avenue, Suite 201 Santa Rosa, CA 95401 707.542.9500 w-trans.com
SANTA ROSA • OAKLAND • SAN JOSE

Additional Information Used to Prepare the Addendum

Revised Mitigated Negative Declaration for the Sebastopol Charter School, adopted October 25, 2016.

Resolution No. 16-0415, adopted by the Board of Supervisors October 25, 2016.

The Revised Mitigated Negative Declaration and Resolution 16-0415 are available for inspection at Permit Sonoma, 2550 Ventura Avenue, Santa Rosa, CA.

UPE14-0090 Sebastopol Charter School

Sonoma County
Board of Supervisors

permit SONOMA

SONOMA COUNTY 18 50 CALIFORNIA AGRICULTURE INDUSTRY RECREATION

Sebastopol Charter School

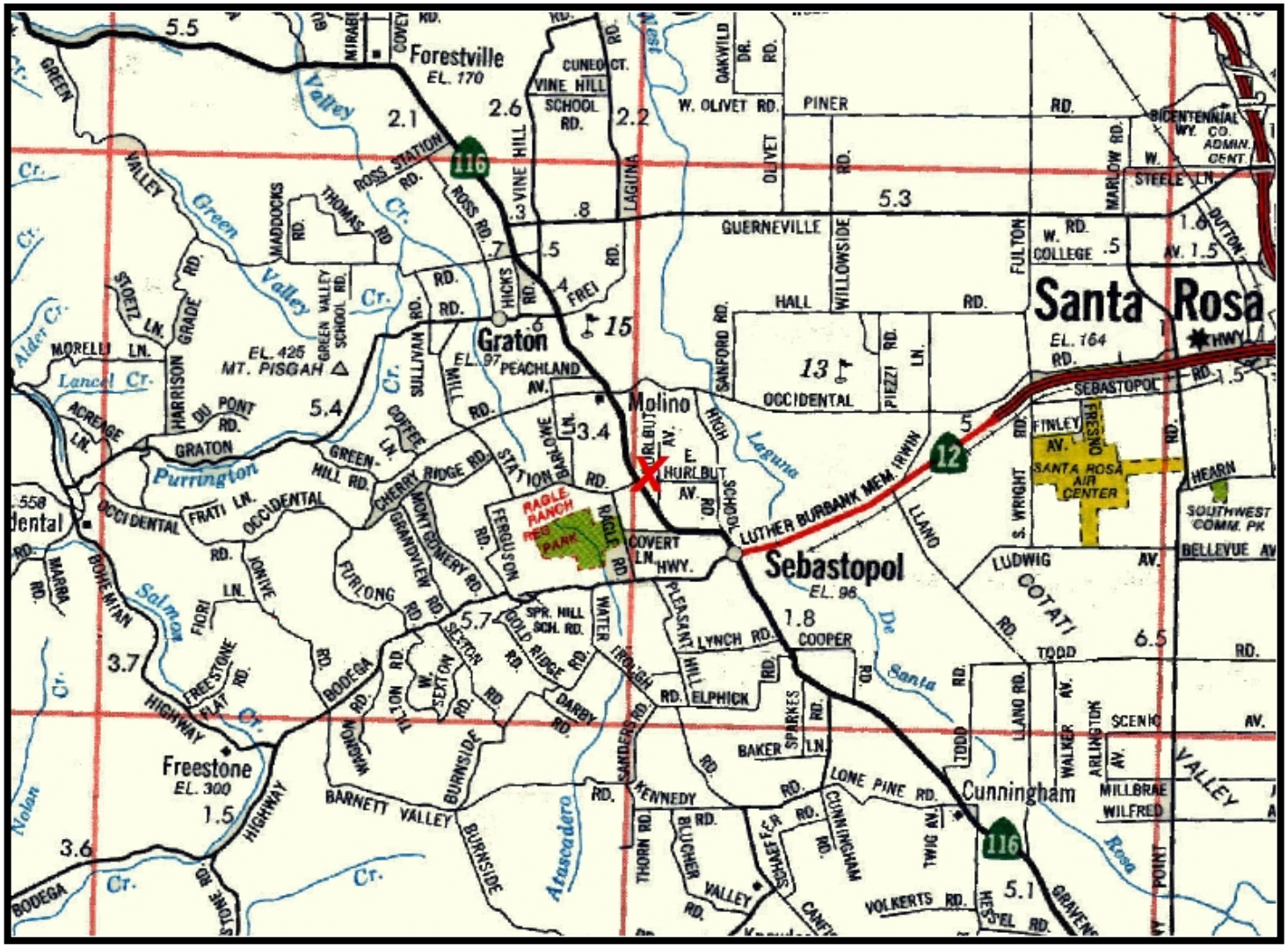
Background:

- Original Jurisdiction on project taken by Board of Supervisors
- Board approval of UPE14-0090 on October 25, 2016
  - Board action included adoption of Mitigated Negative Declaration and Conditions of Approval
- Site development is proceeding
- School opening targeted for September 4, 2018

Sebastopol Charter School

- Project is for a new public school
- Enrollment up to 360 students
  - Grades K – 8
  - 40 faculty and staff
- Three phases of development
- Replaces existing Charter School locations in Sebastopol

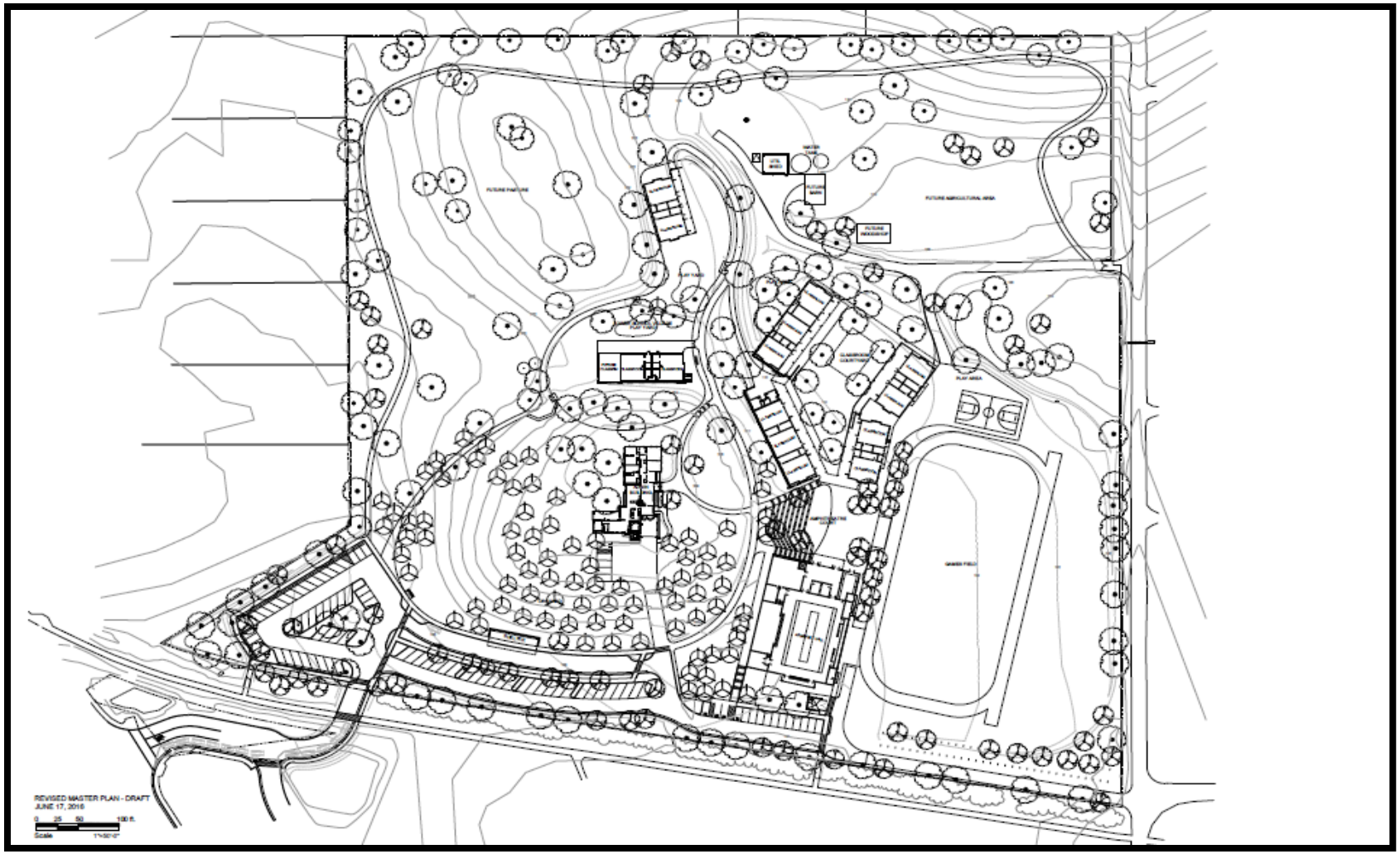
Vicinity Map



Aerial

Joyce Dr
Alta Ln
Hurlbut Ln
Harris Hills Dr
Gail Ln
Troll Haven Dr
Welter Ln
Apple Blossom Ln
Pine Tree Ln
Camellia Ln
116
Hurlbut Ave
West County Trl
E Hurlbut Ave
Winona Ln
Garden Ln
Mill Station Rd
Apollo Way
Danmar Dr
Barlow Rd
Ragle Rd
Longwood Ln
Dorthaf St
Norine St
Daniel St
Tocchini St
Candy Apple Ln
Dufranc Ave
Meadow Ct

Master Site Plan



Key Issues

- Transportation and Access
  - Condition of Approval No. 62 requires construction of an enhanced pedestrian crossing for students at Danmar Drive/SR 116
  - COA No. 62 requires compliance/completion prior to occupancy of the School
  - Applicant has indicated compliance will not be achieved by September 4, 2018 School opening, and has requested use of interim measures

Key Issues

- Transportation and Access (continued)
  - Interim measures, added to COA No. 62 and corresponding project Mitigation Measure, would include posting of crossing guard at Danmar Dr/SR 116 during morning/afternoon hours and during events
    - Crossing guard would direct pedestrians to signalized crosswalk at corner of SR 116/Hurlbut Avenue, allowing use of sidewalks to gain access to/from the School from the east side of Danmar Drive
  - Construction of enhanced pedestrian crossing at Danmar Drive/SR 116 will still be required; interim measures would run until June 15, 2019

Highway 116/Danmar Drive Crossing Concept Plan (Caltrans)

Andy's
Fresh Produce & Natural Foods
SEBASTOPOL, CA
35
Now Enrolling
Preschool Ages 3 - 5

Recommendation

- Staff recommends the Board of Supervisors open the public hearing, receive testimony, adopt the project Addendum to the Mitigated Negative Declaration and approve modification to Condition of Approval No. 62 of UPE14-0090 to add use of interim measures, subject to the findings and conditions attached to the staff report

Questions?

permit SONOMA

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number:
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 14, 2018	**Vote Requirement:** Majority
Department or Agency Name(s): Permit Sonoma (PRMD)	
Staff Name and Phone Number:	**Supervisorial District(s):**
Traci Tesconi 565-1903	Fourth and Fifth

Title: Appeal of a Use Permit approval for a new 60,000 case winery, a wine cave, a two-guest room marketing accommodation unit, a public and reserve tasting room, agricultural promotional events, and industry wide events; located at 7097 Westside Road, Healdsburg. PRMD File No. UPE14-0008. Appellants: Warren Watkins representing Healdsburg Citizens for Sustainable Solutions, Maacama Watershed Alliance, Forest Unlimited, Sonoma Coast Rural Preservation, and Todd Everett. Project Applicants: David and Carla Ramey on behalf of Ramey Vineyards LLC.

Recommended Actions:

Conduct a public hearing and at the conclusion of the hearing, adopt a Resolution denying the appeal and upholding the Board of Zoning Adjustment's decision to approve the Use Permit for a 60,000 case winery, a new wine cave, conversion of an existing historic hop kiln building to a public tasting room and conversion of an existing historic hop baling barn to a reserve tasting room with a two-guest room marketing accommodation unit on the upper floor, 22 agricultural promotional events per year, and two industry wide event days per year on 75 acres.

Executive Summary:

The project site is located at 7097 Westside Road, Healdsburg; and zoned Land Intensive Agriculture 60 acres per dwelling unit (east of Westside Road) and Land Intensive Agriculture 100 acres per dwelling unit (west of Westside Road). The 75-acre parcel is one legal parcel of record bisected by Westside Road, but contains three Assessor Parcel Numbers (110-240-031, -032, and -040). The property is located in both Supervisorial District No. 4 and 5.

The project site is 75 acres containing 42 acres of commercial vineyard, single family residences, a historic hop kiln and bale barn, a reservoir, and agricultural accessory buildings. The parcel is served by private wells and on-site septic system. On the west side, a new winery is proposed with a maximum annual case production of 60,000 cases and a new wine cave. On the east side, an existing hop kiln will be converted to a public tasting room and the existing hop bale barn will be converted to a reserve tasting room with a two-guest room marketing accommodations on the upper floor. The project

includes 22 annual agricultural promotional events with a range of guests and participation in two industry wide event days.

The focal point of the project is the rehabilitation and reuse of the two historic hop buildings to tasting rooms. A Historic Resource Study (dated July 2014) and a Supplemental Historic Resource Study (dated March 2015) were prepared for the project by Knapp Architects (refer to Attachment L) . The report evaluated the historical and architectural significance of two agricultural buildings, the Hop Kiln and Baling Barn, and the wood Trestle that connected them. The report found the site eligible for listing in the California Register, and therefore considered them historical resources for the purposes of CEQA. The Sonoma County Landmarks Commission and the Design Review Committee reviewed the project proposal and plans in a joint meeting and made recommendations to site layout, architecture, landscape, and signage. The Sonoma County Landmarks Commission voted unanimously to recommend the HD (Historical District) Combining Zone be added to APN 110-240-031 in its entirety (east side of Westside Road). Refer to Condition No. 77 of the Conditions of Approval (Exhibit A attached to the Resolution).

The project site can accommodate all on-site parking needs and wastewater disposal. Site improvements are required to improve sight distance on the west side of the road. On the west side of the project site, agricultural promotional events would be limited to a maximum of 30 guests and industry wide events will not be held on this portion of the project site. Food and wine pairing will be limited, consistent with adopted food-service conditions for approved wineries and tasting rooms.

On September 21, 2017, the Board of Zoning Adjustments (BZA) adopted the Mitigated Negative Declaration in accordance with the CEQA guidelines (refer to Attachment O) and approved the Use Permit with modifications (refer to Attachment G - BZA Resolution No. 17-010) filed by David and Carla Ramey, on behalf of Ramey Vineyards LLC. The BZA approved the new winery (two story, approx. 32,210 square feet) with a maximum annual production capacity of 60,000 cases, a new wine cave (approx. 20,720 square feet), a conversion of an existing historic hop kiln building to a public tasting room open from 10 am to 5 pm, 7 days a week, and a conversion of an existing historic hop baling barn to a reserve tasting room with a two-guest room marketing accommodation unit on the upper floor. The BZA also approved 22 agricultural promotional events per year with a range of maximum guests (10 events with 30 guests, 5 events with 60 guests, and 5 events with 120 guests) and participation in industry wide events totaling two event days per year with a maximum of 300 guests on the 75 acres.

However, the BZA eliminated the two largest agricultural promotional events with 300 guests, recommended solar panels be installed on the winery building roof (Condition No. 84), required the winery building be completed and granted final occupancy within two years of commencement of the tasting room operations (Condition No. 82), and prohibited the applicants from granting any future well easements or agreements to third parties for use of the on-site wells (Condition. No 30.b.).

The project does not propose weddings, receptions, or concerts. The parcel is under a prime Land Conservation Contract. No vines will be removed to accommodate the winery facility or related site infrastructure. There will be no significant environmental impacts because mitigation measures have been incorporated into the project under the draft Conditions of Approval in Attachment A. As requested by the applicant and approved by the Board of Zoning Adjustments, the Use Permit allows

four years to initiate the approval with a one year extension of time under the authority of Section 26-92-130 of the Zoning Code.

On October 2, 2017, a timely appeal was filed by the following persons: Warren Watkins representing Healdsburg Citizens for Sustainable Solutions, Maacama Watershed Alliance, Forest Unlimited, Sonoma Coast Rural Preservation, and Todd Everett (refer to Attachment B).

Discussion:

Background:

Since the 1800's the project site has been used for agriculture, including orchards, hops and currently wine grapes. In 1988, the project site was known as Westside Farms, a vegetable farm and pumpkin patch with hay rides. In 1990, 32 acres of Chardonnay grapes and 10 acres of Pinot Noir grapes were planted. The farm continues to keep its namesake. The vineyard and winery operations are operated by two generations of the Ramey family. Currently, Ramey Winery is operated off site in an industrial building in Healdsburg.

The project site is one legal parcel consisting of three Assessor Parcel Numbers. A Lot Line Adjustment (LLA04-0088) was approved and recorded in 2005 describing one legal parcel of record, merging all underlying parcels. The current AP page depicts tie line connecting the land on both sides of the road. The project site cannot be further subdivided or sold off separately.

On January 21, 2014, the Use Permit application was filed with PRMD with traffic, greenhouse gas, and noise studies. After County review, further design review information, Williamson Act information, and additional environmental studies in the areas of: biology, historic and cultural resources, hydrology, and water balance analysis; were required for the project.

On December 2, 2014, the proposed project went before a joint review with the Design Review Committee and the Sonoma County Landmarks Commission. Overall, the DRC and Landmarks Commission liked the project, but had minor changes to the project's design and required a joint, final review of the project before issuance of any related grading or building permits. A condition of the project requires the HD (Historical District) zoning overlay zone be placed on the east side of the project site where the existing hop kiln buildings are located.

On September 21, 2017, the Board of Zoning Adjustments held a properly noticed public hearing to consider the Mitigated Negative Declaration and the Project. All interested persons were given an opportunity to hear and be heard regarding the Mitigated Negative Declaration and the Project. After the public hearing was closed, the Board of Zoning Adjustments approved the project under Resolution No. 17-010 (refer to Attachment G). On October 2, 2017, the approval was appealed (refer to Attachment A).

Project Description: A Use Permit for:
<u>West side of project site</u>:

- A new winery building (two story, approx. 32,210 square feet) with a maximum annual case production of 60,000 cases. The winery building would be built into the hillside meadow in front of the wine caves, using a cut-and-fill, low-profile design. Grapes will be locally sourced from on-site, Sonoma County, and bordering counties. Case-good storage will be done off site at a local warehouse. All crushing, processing, aging, bottling, and storing of wine will be done indoors. Features include processing area, bottling area, mechanical room, wine storage and tank areas, administrative offices, employee kitchen/breakroom, employee shower and locker room, a wine library, a commercial kitchen, employee and public restrooms, and two technical tasting rooms. Technical tasting rooms are used for business tastings' with distributors, local restaurant and chefs.
- Wine cave (approx. 20,720 square feet) for "wine vault storage", meaning long-term aging of wine in barrels.

<u>East side of project site</u>:

- Conversion of the historic hop kiln building to public tasting building with two rooms with wine tasting bars, a commercial kitchen, public restrooms, case-good storage, general storage, and office. Includes an elevator.
- Conversion of the historic hop baling barn to a reserve tasting room with wine bar, commercial kitchen, and VIP lounge area on middle floor. The upper floor contains a two guest room marketing accommodation with two full bathrooms for a total area of 759 square feet with a lounge area 513 square feet in size. The lower floor is used for general storage and a mechanical room. The reserve tasting room is for customers who prefer to do wine tasting and food and wine pairing in a private setting with more one on one education of wine and the wine-making processes. The reserve tasting room will also be used for agricultural promotional events, industry wide events, and tastings with food and wine pairings for wine industry guests staying in the marketing accommodations.
- 20 agricultural promotional events per year with a range of maximum guests (10 events with 30 guests, 5 events with 60 guests, and 5 events with 120 guests), and participation in industry wide events totaling two event days per year with a maximum of 300 guests. No weddings, receptions, or concerts are proposed. The BZA eliminated from the project the two agricultural promotional events with 300 guests.
- On the west side at the winery, event size is limited to a maximum of 30 guests, which equates to 12 vehicles using the standard ratio of 2.5 people per vehicle. Industry-wide events will not be held on this side of the project site. At the winery, agricultural promotional events will be business and marketing related tastings and food and wine pairings for distributors, restaurant owners, and chefs.
- Food and wine pairing is proposed in the public and reserve tasting rooms on the east side, consistent with approval of similar requests and during agricultural promotional events.
- 15 fulltime employees, 3 part time employees, and 6 seasonal employees for a total of 24 employees.
- New parking areas: East side includes: 20 standard spaces, 4 handicap accessible spaces, and 58 overflow parking spaces (unmarked gravel area). West side includes: 25 standard spaces, 2 handicap accessible spaces, and 21 overflow parking spaces (unmarked). Bicycle spaces are provided at a ratio of 1 bicycle space for every 5 vehicle spaces.

- New winery wastewater disposal system with pre-treatment system and disposal via on-site vineyard irrigation system. The process waste will be pre-screened at collection points in the facility and directed to an aerobic treatment unit (manufacturer to be determined). The treatment unit will reduce waste strength and suspended solids to levels approved by the State Water Quality Control Board for surface irrigation. Treated wastewater will be pumped to a point of connection to the vineyard irrigation system. The process system will be subject to a Waste Discharge Permit issued by the State Water Quality Control Board, North Coast Region.
- New domestic septic systems on east and west side of project site to serve all employee and guest restrooms. The septic systems will be subject to a Septic Permit and Plans issued by the Well and Septic Section of PRMD.
- Two existing driveways on east and west side of the project site will be used with improvements required by the Department of Transportation and Public Works. On the west driveway, sight distance improvements are proposed by removing trees and vegetation, lowering and terracing the berm located on the project site just north of the existing driveway on Westside Road. Driveway and sight distance improvements will be subject to plans approved by the Department of Transportation and Public Works and an Encroachment Permit issued by the Engineering Section of PRMD.
- Existing on-site wells to be used for all winery and domestic uses.
- None of the existing vineyard will be removed to accommodate the proposed use or related site infrastructure.
- The 42 acres of vineyard consists of Chardonnay (32 acres) and Pinot Noir (10 acres) grapes. The on-site vineyard produces 250 tons of grapes. The 32 acres of Chardonnay grapes will be processed on site. The 10 acres of Pinot Noir grapes remain under a long term lease by another local winery. The Winery Trip Generation Form prepared by W-Trans, states approximately 720 tons of grapes would be imported to the project site from local areas in order to reach the maximum annual production capacity of 60,000 cases. This calculates to approximately 62 cases/ton, consistent with industry standards which range between 58 to 65 cases/ton based on grape variety and processing operations.

Hours of operation:

- Winery operations: Monday through Friday, 7:00 a.m. to 6:00 p.m. Non-Harvest Season.
  Monday through Friday, 6:00 a.m. to 10:00 p.m. Harvest Season
- Tasting Room hours: 10:00 a.m. to 5:00 p.m., 7 days a week
- Industry- Wide events: 11:00 a.m. to 5:00 p.m. , two event days per year
- Agricultural Promotional Events: 11 a.m. to 3 p.m., 9 a.m. to 9 p.m., or 6 p.m. to 9 p.m. (refer to Table below for specific event hours)

The following Table provides the proposed events and locations on the project site:

Ramey Wine Cellars Proposed Ag Promotional Events - UPE14-0008				
Event Type	**No. of Events per Year**	**Hours**	**Maximum number of guests**	**Event Location on the property**

Industry-wide Event	2 event days per year	10 am - 5 pm **(*)**	300	Tasting rooms, or outdoor walnut grove (East side)
~~New wine release tastings – by invitation only~~ **BZA's eliminated from project approval**	~~2~~	~~9 am - 9 pm~~	~~300~~	~~Tasting rooms, or outdoor walnut grove (East side)~~
Wine tastings	5	9 am - 9 pm	120	Tasting rooms, or outdoor walnut grove (East side)
Wine tastings	5	11 am - 3 pm; or 6 pm - 9 pm	60	Tasting rooms, or outdoor walnut grove (East side)
Winemaker lunches or dinners with on-site food preparation, and food and wine pairings	10	11 am - 3 pm; or 6 pm - 9 pm	30	Baling barn, outdoor walnut grove, or winery (East and West side)

(*) Industry wide events must occur during the public tasting room hours.

Site Characteristics:

The project site is located approximately 7.2 miles southwest from the City of Healdsburg. The project site is one legal parcel comprised of three Assessor's Parcel Numbers (110-240-031; 110-240-032; and 110-240-040) totaling 75 acres in area. The subject property is bisected by Westside Road, with approximately 6.5 acres situated to the west of Westside Road and 68.5 acres lying on the east side of Westside Road. The westerly 6.5 acres is currently developed with two single family residences, a barn, a pole barn two out buildings and a 3 ½ acre-foot reservoir. The easterly 68.5 acres is planted with approximately 42 acres of vineyard (32 acres Chardonnay and 10 acre Pinot Noir grapes) and contains an existing historic hop kiln structure (6,850 sq. ft.) and hop baling barn (5,290 sq. ft.). Under the Use Permit, these structures are to be converted to tasting rooms as part of the project proposal. There is a 1,250 sq. ft. residence to be removed located east of the hop kiln and baling barn. The eastern portion of the property gently slopes downward and eastward toward the Russian River to the east. The hop kiln and baling barn tasting rooms are located approximately 950 feet west of the Russian River. Additionally, on the eastern end of the property near the Russian River is a grove of walnut trees. This area is not proposed for development, but, will be used for outdoor agricultural promotional events. The property also contains oak woodland, grassland, and landscaped areas.

Surrounding Land Use and Zoning:

Westside Road runs approximately 12 miles from Hacienda Bridge in Forestville to Highway 101 in Healdsburg. Land use in the project vicinity is primarily vineyard, wineries, tasting rooms, small family farms, and single family residences. Lands surrounding the subject property are residential and agricultural with vineyards and wineries. To the east is the Russian River, which includes riparian habitat

and oak woodland along with vineyards. On the other side of the Russian River is Riverfront Regional Park. The zoning designation in the project vicinity is LIA (Land Intensive Agriculture) due to its rich farming soils. There are several winery and tasting rooms located along Westside Road. The project referral was sent to the public interest groups of Westside Community Association (WSA) and Westside Association to Save Agriculture (WASA). The project site is located outside of the Dry Creek Valley Citizens Advisory Committee referral area.

Surrounding parcels are zoned:

North/Northwest:
Land Uses: Winery and tasting room (Arista), commercial vineyards, and single family residences.
Zoning: Land Intensive Agriculture 20 acre density, Z (Second Unit Exclusion)

South/Southwest:
Land Uses: Winery and tasting room (Williams-Seylem), commercial vineyards, and single family residences.
Zoning: Land Intensive Agriculture, 20 acre density, Z (Second Unit Exclusion)

East:
Land Uses: Russian River and Riverfront Regional Park
Zoning: PF (Public Facilities), F1, F2, MR, RC, VOH

Since 2014, on Westside Road there have been three winery projects filed besides this proposed project:

- PLP14-0031; 4603 Westside Rd, 10,000 case winery, public tasting room, and 12 promotional event days with a maximum of 180 people and 13 industry-wide event days, plus winemaker meals not proposed as events. No weddings are proposed. North of proposed project. Located approximately 2.5 miles from this project site. On July 6, 2017, the Use Permit was denied by the Board of Zoning Adjustments. The applicant filed an appeal to the Board of Supervisors but the hearing is still pending.

- PLP15-0032; 4075 Westside Rd, public tasting room with on-site barrel ageing and storage for 65 to 85 barrels on 1.7 acres. No special events, including agricultural events, promotional events, industry-wide events and/or tours are proposed. North of proposed project. Located approximately 3 miles from this project site. On August 17, 2017; the request was denied by the Board of Zoning Adjustments. The applicants filed an appeal to the Board of Supervisors, but have withdrawn their appeal.

- UPE16-0102; 6677 Westside Rd, 492 case winery, public tasting, tours, appointment only food and wine tasting service, and annual agricultural promotional events (four w/ 100 guests, and 14 w/ 50 guests with no outdoor amplified music. Adjacent parcel to the north of proposed project. Located approximately .40 miles from the project site. *Incomplete- Status Pending.*

Appellants' Contentions:

1. The Project generates significant employee, public, and truck traffic in an area with inadequate sight lines.

2. The large scale project with tasting rooms on both sides of the road, situated within an approximately 1,000 feet radius of three existing tasting rooms is detrimental to the rural character of the area.
3. Disproportionate focus on hospitality and promotional uses is inconsistent with the Williamson Act contract and the intent of the General Plan to preserve agriculture and rural character.
4. The overwhelming concentration of existing wineries on Westside Road and other similar County roadways is too great of a safety and county-wide issue for the Board of Supervisors to ignore.

1. The appellant contends the project generates significant employee, public, and truck traffic in an area with inadequate sight lines.

   BZA discussion:
   The Board of Zoning Adjustments approved the Project after consideration of the recommendations and the conclusions in the traffic study information found acceptable by the Department of Transportation and Public Works. A focused Traffic Study was prepared for the project by a traffic engineer with Whitlock and Weinberger Transportation, Inc. (W-Trans) in 2014, revised February 23, 2015, and further revised for the Final Traffic Study dated March 10, 2016. On April 21, 2017 and September 12, 2017; W-Trans submitted two addendum letters on collision history and sight distance analysis, respectively. The W-Trans Addendum, dated April 21, 2017, explains that collision history for the study area indicates there were two collisions on the study segment in the most recent five-year period according to California Highway Patrol records. The collision rate is below average and according to the traffic engineer of W-Trans, the segment appears to be operating within expected safety parameters.

   The Sonoma County General Plan 2020 Circulation and Transit Element Figure CT-4 identifies Westside Road as a Rural Major Collector. Westside Road is a two-lane rural roadway with paved width of approximately 25 to 26 feet in the vicinity of the project site. It is marked with a double yellow centerline. There is not a posted speed limit in the project vicinity. A speed survey performed by W-Trans at the project site driveway indicates that in the project vicinity speeds are about 30 to 35 mph. The current volume on Westside Road is about 3,000 ADT near Felta Road, based on counts performed by the County in August 2012; but drops to about 1,050 vehicles per day near the project site based on counts obtained on July 16, 2013. A count performed by the County in late July 2015 indicates the volumes have dropped 12 to 15 percent since 2012, though the higher 2012 volumes were used by W-Trans for their analysis.

   Relative to trip generation, it is anticipated that the proposed new winery including tasting rooms would have a total of 15 employees, each generating an average of three trips per day. W-Trans expects trips for daily operations to be distributed fairly evenly to and from the south and north. However, to provide a more conservation evaluation, W-Trans evaluated trip generation as if all trips would arrive and depart from Healdsburg to the north via Westside Road. An average of 52 visitors per day is expected for tasting, generating 42 trips daily assuming average vehicle occupancy of 2.5 visitors per vehicle, the proposed project is expected to generate an average of 92 vehicle trips per day. Truck traffic associated with winery operations is expected to consist of five trips per day, on average. A majority of the grapes grown on site (32 acres Chardonnay grapes) will be processed on site within the proposed winery, instead of being hauled off site for processing.

The project also includes 22 agricultural promotional events per year (10 events with 30 guests, 5 events with 60 guests, and 5 events with 120 guests) and 2 industry wide event days with 300 guests. It is assumed that a maximum sized 300-person event would require a staff of 14. Using an occupancy of 2.5 guests per vehicle and solo occupancy for staff, maximum sized event would be expected to generate 268 trip ends at the driveway, including 134 inbound trips at the start of the event and 134 outbound trips at the driveway. W-Trans expects these trips would be spread out such that no more than 60 trips in either direction would occur during a single hour, with staff arriving before and departing after guests.

Sight distances along Westside Road from the existing driveway locations were evaluated by W-Trans based on sight distance criteria contained in "A Policy on Geometric Design on Highways and Streets," published by American Association of State Highways and Transportation Officials (AASHTO). The stopping sight distance criterion for private street intersection was applied by W-Trans for this evaluation. The minimum stopping sight distance needed for an approach speed of 35 mph is 250 feet. Sight distance to the north of the tasting room driveway on the east side, after removal of the existing Westside Farms sign, is more than 400 feet. To the south of the tasting room driveway, the sight distance is more than 400 feet, which is more than adequate for the speed of traffic. The sight distance to the south of the winery driveway on the west side is 250 feet. To the north of the winery driveway, vegetation will be removed and the northwesterly hillside of the project site lowered and terraced to allow a sight distance of 250 feet, in accordance with a letter report, Grading and Cross Section Plan, and a Stopping Sight Distance plan prepared by the applicant's engineer, Adobe & Associates (refer to Attachments L & M). Adobe & Associates also prepared a video simulation showing vehicles traveling along the project site with the sight distance improvements completed and sight stopping distance scenario.

A further W-Trans addendum letter dated September 13, 2017, explains that with these improvements to increase sight lines to the north to at least 250 feet, sight lines will be adequate to allow safe operation of the driveway. Also, an existing mirror across Westside Road on the project site will remain and will extend sight lines.

Before the BZA hearing, on September 14, 2017, a neighbor, Marc Bommersbach, submitted a letter to Permit Sonoma prepared by Alta Planning, who reviewed the W-Trans Traffic Study. Alta Planning acknowledged W-Trans used a conservative approach in determining existing traffic volumes and existing road conditions, but, did have a concern with W-Trans' method for the reported 85th percentile speed that impacts the required sight distance (refer to Attachment J). In response, a traffic engineer from the Department of Transportation and Public Work provided a memorandum reinstating their opinion that the speed study done by W-Trans complies with the requirements and is consistent with standard engineering practice for performing engineering speed studies. The response letter concludes DTPW is satisfied with and accepts the results of the W-Trans methodology for determining the 85th percentile speed and necessary stopping sight distance analysis for the proposed Project (refer to Attachment K).

2. The appellants contend the large scale project with tasting rooms on both sides of the road, situated within an approximately 1,000 feet radius of three existing tasting rooms is detrimental to the rural character of the area.

   BZA discussion:
   The Board of Zoning Adjustments found the project consistent with the General Plan, specifically the purpose of the Land Intensive Agricultural designation and the Agricultural Resource Element's Objectives, Goals, and Policies that encourages processing, marketing, and promoting agricultural products grown in Sonoma County. All the proposed uses under this Use Permit are subject to specific General Plan policies designed to protect and preserve agricultural lands, support a healthy and competitive local agricultural industry, balance agricultural processing, support and visitor serving uses with agricultural production and ensure that agricultural production and related processing, support and visitor service uses remain the primary use of land. The Board of Zoning Adjustment staff report outlines several Agricultural Resource Element's relevant policies to the Project, however, two key policies to the tasting room use are as follows:

   "***Policy AR-4a***: *The primary use of any parcel within the three agricultural land use categories shall be agricultural production and related processing, support services, and visitor serving uses. Residential uses in these areas shall recognize that the primary use of the land may create traffic and agricultural nuisance situations, such as flies, noise, odors, and spraying of chemicals*."

   BZA discussion:
   The Board of Zoning Adjustments found the Project consistent with the Land Intensive Agriculture (LIA) zoning designation, which allows the proposed tasting rooms, marketing and promotional events, marketing accommodations, processing of agricultural products of a type grown or produced primarily on site or in the local area, and related storage of products grown or processed on site, all with a use permit.

   "***Policy AR-6f***: *Local concentrations of visitor serving and recreational uses, and agricultural support uses as defined in Goal AR-5, even if related to surrounding agricultural activities, are detrimental to the primary use of the land for the production of food, fiber and plant materials and may constitute grounds for denial of such uses. In determining whether or not the approval of such uses would constitute a detrimental concentration of such uses, consider all the following factors*:"

   (1) Whether the above uses would result in joint road access conflicts, or in traffic levels that exceed the Circulation and Transit Element's objectives for level of service on a site specific and cumulative basis.
   (2) Whether the above uses would draw water from the same aquifer and be located within the zone of influence of area wells.
   (3) Whether the above uses would be detrimental to the rural character of the area.

   BZA discussion:
   The County does not have a limit as to the number of tasting rooms or wineries allowed within a certain radius. Policy AR- 6f provides three criterion to determine if uses constitute a detrimental concentration of uses. After a review of Policy AR-6f, the project information, and environmental

studies; the Board of Zoning Adjustments determined the Project would not be detrimental to the rural character of the area. No joint road access conflicts have been identified, and the traffic analysis for the Project shows that the Proposed Project-generated traffic will not exceed General Plan objectives for levels of service on a site-specific or cumulative basis. The proposed radius of influence characteristics from the Project pumping operations will not reach neighboring properties or affect neighboring wells, or the Russian River. Because agricultural production and related processing, support services and visitor serving uses are the primary uses in the LIA districts, these uses are part of the rural characteristics of the area. The elements of the Proposed Project – vineyards, a winery, and tasting rooms – are consistent with this rural character.

For Westside Road, specifically, the rural area includes the historic hop kiln buildings. Both the hop kiln and hop bale barn will be preserved and restored as part of the Project, creating a benefit rather than a detriment to the rural character of the area. The two hop kiln buildings are dilapidated and unless they are rehabilitated, the County could lose an important part of the local agricultural heritage. A Historic Resource Study (dated July 2014) and a Supplemental Historic Resource Study (dated March 2015) were prepared for the project by Knapp Architects. On December 2, 2014, the project plans were reviewed in a joint meeting with the Sonoma County Landmarks Commission and Sonoma County Design Review Committee, with the following actions were taken:

- Approve the existing height of the hop kiln at 45-feet and the bale barn at 41-feet which exceeds the 35-foot height requirement in the LIA zoning district.
- Approve maintaining the two structures (hop kiln and bale barn) in their current footprint within the Scenic Corridor setback.
- Final review of the project plans (after the Board of Supervisors decision) will again be a joint meeting before Landmarks and the Design Review Committee.
- The HD zoning (Historic Combining District) be added to the property.

The Knapp report concludes the project conforms to the Secretary of the Interior's Standards for Rehabilitation in almost all respects and would not materially impair the characteristics which make it eligible for listing, meaning that under the CEQA Guidelines, the project would have a less than significant impact on historical resources. At the applicant's request, the project returned to the Landmarks Commission asking the HD zoning only be applied to the east side of the project site where the hop kiln buildings are located and not apply HD zoning to the west side because the buildings on this side were found ineligible for listing on the California Register. At the July 7, 2015, Landmarks Commission meeting, the Commission voted unanimously to recommend addition of the HD Combining Zone and Landmark Designation on APN 110-240-031 in its entirety (east side of Westside Road) and not recommend adding the HD combining zone on APN 110-240-040 (west side of Westside Road). Their decision was based on findings that the historic resources on the east side of Westside Road met the eligibility and integrity criteria for State and Local County designation and the HD Combining Zone. The structures on the west side of Westside Road have changed over time to the extent that they no longer retained historic integrity that met eligibility criteria. Condition No.78 requires the applicant to apply for a zone change to add the HD combining zoning district on the APN 110-240-031 on the east side of the road prior to temporary or final occupancy of the hop kiln or hop bale barn.

In addition, to reduce traffic impacts, the guest capacity for agricultural promotional events on the west side of the Project site is limited to a maximum of 30 guests which equals 12 vehicles using the standard ratio of 2.5 persons per vehicle. Also, industry wide events will not be held on the west side of the project site. A Traffic Control and Parking Management Plan has been prepared by the applicant to demonstrate queuing areas for guest vehicles along the two project driveways for the winery and tasting rooms and the locations of parking attendants on duty for the duration of events.

W-Trans prepared a *sensitivity analysis* using the same roadway segment Level of Service methodology in the Highway Capacity Manual. W-Trans determined that 208 vehicle trips could be added in each direction on Westside Road before the northbound direction would experience unacceptable LOS D operation. W-Trans, using 2.5 guests per vehicle ratio, estimated that 200 vehicles carrying more than 500 guests could arrive at an event during one hour and another 500 guests (i.e. 200 vehicles) could depart from the same event or different winery event, and the operation would remain acceptable level of service standards. Using an actual proposed event size of 300-guests, and assuming that as many as 150 guests arrive and depart during a single hour from the same direction, the road would retain the capacity for another event having a combined total of more than 350 guests. Based on their review, W-Trans concludes there is adequate capacity for the multiple events to generate trips simultaneously without having a significant negative impact on operation of Westside Road.

Neighbors raised concerns that winery's production capacity is too large for Westside Road. The project site is within the Russian River Appellation Area. According to the County's Winery Database, the average annual case production capacity is 82,230 cases for wineries in this appellation. This even excludes the three largest wineries (Industry West Commerce Center LLC (UPE07-0133) at 3,000,000 cases; Korbel (PLP95-0003) at 2,500,000 cases; and Rodney Strong Vineyards (UPE97-0110B) at 1,500,000 cases.

Based on the above information, with limits on case capacity and events, and mitigation measures incorporated into the project to improve road safety and sight line distance, to control noise sources with levels acceptable under the General Plan, to preserve the two historical hop buildings, to coordinate events with the two adjacent wineries, and to not hold events during large bicycle events; the proposed project will not be detrimental to the community character or result in an over concentration of wineries in the near vicinity.

Furthermore, the applicants have a good relationship with the two adjacent wineries (Williams Seylem and Arista), who both support the Ramey Winery proposal. A condition, as recommended by the applicant, has been added to the Use Permit to require event coordination between the Ramey winery and the two closest wineries (Williams-Seylem and Arista) for larger events of 100 guests or more, with the exception of the two industry wide event days since the applicants have no control on the event dates since they are set by the Russian River Valley Grape Growers Association. A condition also prohibits scheduling larger events during large organized bicycle events. A standard condition is included in the Use Permit requiring the applicant to participate in a future event coordination program to be used for special events when that program is available. The Conditions of Approval require driveway improvements, right of way dedication, and provision of all parking on

site with no parking allowed on Westside Road. The frequency and size of agricultural promotional events are limited, and industry wide events will be two days total.

3. The appellants contend there is a disproportionate focus on hospitality and promotional uses is inconsistent with the Williamson Act contract and the intent of the General Plan to preserve agriculture and rural character.

   BZA discussion:
   The Board of Zoning Adjustments determined the parcel was in compliance with its prime Land Conservation Act (Williamson Act) contract, and the Project met the *Principles of Compatibility Findings* required under Section 51238.1 of the Land Conservation Act and the compatible use threshold under the County Uniform Rules for land under a contract.

   Under State law, Section 51238.1 of the Land Conservation Act, it states, "Uses approved on contracted lands shall be consistent with all of the following principles of compatibility:

   (1) *The use will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel or parcels or on other contracted lands in agricultural preserves*.
   (2) *The use will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted land in agricultural preserves.*
   (3) *The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use.*

   "Compatible Use" is defined as any use determined by the county or city administering the preserve pursuant to sections 51231, 51238 or 51238.1 or by this act to be compatible with the agricultural, recreational, or open space use of land within the preserve and subject to contract. In addition, Section 51220.5 states that "cities and counties shall determine the types of uses to be deemed compatible in a manner which recognizes that a permanent or temporary population increase hinders or impairs agricultural operations."

   Under the County's Uniform Rules for land under a Land Conservation Act contract, the following uses are listed as compatible uses: winery, tasting rooms, marketing accommodations, and the existing primary residence to remain on the project site. Under the Uniform Rules, the existing barn, existing storage shed/canopy, and existing reservoir, used for the vineyard irrigation, are considered accessory agricultural structures under Rule B.8 and B.9, respectively.

   Incidental use has been defined by the County to mean "compatible uses" which cannot occupy more than 15 percent of the land area or five acres, whichever is less. For the 75 acres parcel size, the 5 acre threshold would apply. Of the 75 acre parcel, approximately 42 acres are currently planted in grapes, of the remaining 33 acres, the total area consists of 3.40 acres for existing and new development area (147,885 square feet). The existing primary residence and area consists of approximately .35 acres. In total, the compatible uses for the Project comprise of 3.75 acres of the 75 acre parcel, below the 5-acre threshold.

Furthermore, no vines will be removed to accommodate the proposed project. The winery, tasting rooms, existing residence and the related infrastructure and improvements encompass approximately a small portion, approximately 5% of the overall project site and considered secondary to the primary use of the project site which will remain a large commercial vineyard. The 5% of development area is also consistent with the LIA zoning's maximum lot coverage requirement for a parcel greater than 20 acres in size listed under Section 26-040-030 (e) of the Zoning Code.

Discussion:
The proposed use is a winery to process grapes grown on the site and from the local area, and tasting rooms to sell the wine produced on site. No vines would be removed to accommodate the project development. The agricultural promotional events or industry wide events do not compromise agricultural capability because they are marketing tools to help sell wine produced on site and ensure the long term viability of the vineyard and winery. The proposed agricultural promotional events are limited in frequency and size and held in the afternoon and evening hours, avoiding the on-site agricultural activities which occur in the early morning hours. To the north of the proposed project site there are two parcels and to the south is one parcel that have remained under Land Conservation Act contracts for years. These are also commercial vineyard properties along Westside Road. The Project consists of uses that are in direct relationship to the on-site vineyard and off-site vineyards in the area.

4. The appellants contend there is an overwhelming concentration of existing wineries on Westside Road and other similar County roadways which is too great of a safety and county-wide issue for the Board of Supervisors to ignore.

BZA discussion:
The Board of Zoning Adjustments found the establishment, maintenance or operation of the Project for which application is made, will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area.

In addition to the discussion under Appellants' Issues 1-3 above, the particular circumstances in this case also include traffic safety and lack of significant noise impacts. The Traffic Study for the Ramey Winery Project prepared by W-Trans, dated March 10, 2016, was accepted by the Sonoma County Department of Transportation and Public Works. An Addendum letter prepared by W-Trans, dated April 21, 2017, explains that collision history for the study area indicates there were two collisions on the study segment in the most recent five-year period according to California Highway Patrol records. The collision rate is below average and according to the traffic engineer of W-Trans, the segment appears to be operating within expected safety parameters. The Conditions of Approval require driveway improvements, right of way dedication, and provision of all parking on site with no parking allowed on Westside Road. The frequency and size of agricultural promotional events are limited, and industry wide events will be two days total.

Sight distances along Westside Road from the existing driveway locations were evaluated by W-Trans based on sight distance criteria contained in "A Policy on Geometric Design on Highways and

Streets," published by American Association of State Highways and Transportation Officials (AASHTO). The stopping sight distance criterion for private street intersection was applied by W-Trans for this evaluation. The minimum stopping sight distance needed for an approach speed of 35 mph is 250 feet. Sight distance to the north of the tasting room driveway on the east side, after removal of the existing Westside Farms sign, is more than 400 feet. To the south of the tasting room driveway, the sight distance is more than 400 feet, which is more than adequate for the speed of traffic. The sight distance to the south of the winery driveway on the west side is 250 feet. To the north of the winery driveway, vegetation will be removed and the northwesterly hillside of the project site lowered and terraced to allow a sight distance of 250 feet, in accordance with a letter report, Grading and Cross Section Plan, and a Stopping Sight Distance plan prepared by the applicant's engineer, Adobe & Associates. Adobe & Associates also prepared a video simulation showing vehicles traveling along the project site with the sight distance improvements completed and sight stopping distance scenario.

An Addendum letter from the traffic engineer of W-Trans, dated September 13, 2017, explains that with these improvements to increase sight lines to the north to at least 250 feet, sight lines will be adequate to allow safe operation of the driveway. A Traffic Control and Parking Management Plan will be implemented to control guest traffic entering and exiting the project site, and guest vehicle parking and movement on the project site.

The use of amplified music or sound and loud musical instruments are only permitted indoors at the tasting room buildings during daytime hours with doors and windows closed. Outdoor events and activities, including outdoor wine tasting, are only permitted at the Picnic Walnut Grove area, as depicted on the Site Plan. In the Picnic Walnut Grove area, amplified speech is limited to sound systems mechanically set to a volume level no greater than 78 dBA at 50 feet. The winery's Use Permit is under a one-year review of event activities after commencement of the first event to determine condition compliance.

Recommended Action:
Staff recommends that the Board of Supervisors deny the appeal and uphold the Board of Zoning Adjustment's decision to approve the project subject to the Conditions of Approval attached as Exhibit A to the Board Resolution.

Prior Board Actions:

None

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Use Permit process provides the opportunity for a new winery to process grapes grown on the site and reduce the tonnage of grapes that are currently hauled off site for processing, consistent with the General Plan GOAL AR-5: *Facilitate agricultural production by allowing agriculture-related support uses, such as processing, storage, bottling, canning and packaging, and agricultural support services, to be conveniently and accessibly located in agricultural production areas when related to the primary agricultural production in the area*." In addition, the Use Permit allows the winery to have wine tasting facilities, agricultural promotional events, and industry wide events which are all direct marketing and

educational tools that help increase sales directly to consumers, increase their wine club membership, and provide label recognition for the winery in a competitive market. These visitor-serving uses are consistent with General Plan Policy AR-6a: *Permit visitor serving uses in agricultural categories that promote agricultural production in the County, such as tasting rooms, sales and promotion of products grown or processed in the County, educational activities and tours, incidental sales of items related to local area agricultural products, and promotional events that support and are secondary and incidental to local agricultural production*. The Sonoma County Economic Development Board found that winegrowers and wineries contributed more than $13.4 billion to the local economy based on 2012 figures. Recommended mitigation measures, conditions of approval, and the groundwater monitoring program would promote environmental stewardship.

Fiscal Summary

Expenditures	**FY 17-18 Adopted**	**FY 18-19 Projected**	**FY 19-20 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

This is an at cost project paid for by the applicant, so no impact to Department finances are expected.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Resolution with Draft Conditions of Approval attached as Exhibit A

Attachment A: Appeal Form
Attachment B: Vicinity Map
Attachment C: General Plan Land Use Map
Attachment D: Zoning Map
Attachment E: Aerial Site Overview
Attachment F: Set of Project Plans, prepared by Lundberg Design, dated August 24, 2017
Attachment G: Board of Zoning Adjustments Resolution No. 17-010
Attachment H: Board of Zoning Adjustments Minutes, dated September 21, 2017
Attachment I: Board of Zoning Adjustments Staff Report and Attachments, dated September 21, 2017
Attachment J: Letter from Alta Planning, dated September 14, 2017
Attachment K Memorandum from the Department Transportation and Public Works, dated September 20, 2017
Attachment L: Winery Entry Grading Plan, prepared by Adobe & Associates, dated June 26, 2017
Attachment M: Stopping Sight Distance Plan for East/West Entrances, prepared by Adobe & Associates, dated June 26, 2017
Attachment N: Traffic Control and Queing Plan for East/West Entrances, prepared by applicant
Attachment O: Mitigated Negative Declaration with Attachments
Attachment P: W-Trans Response to Caltrans Comments, prepared by W-Trans, dated May 9, 2018

Related Items "On File" with the Clerk of the Board:

County of Sonoma
State of California

Item Number: _____

Date: August 14, 2018 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Adopting A Mitigated Negative Declaration, Denying An Appeal By Healdsburg Citizens For Sensible Solutions Et Al., And Granting Use Permit Approval To Ramey Vineyards LLC For A New Winery And Related Improvements At 7097 Westside Road, Healdsburg;
APN 110-240-031, -032, And -040
Supervisorial Districts 4 and 5.

RESOLVED, that the Board of Supervisors finds and determines as follows:

Section 1. Proposed Project and Procedural History

1.1 David and Carla Ramey, on behalf of Ramey Vineyards LLC, ("the Applicant") filed a Use Permit application to construct a new two-story winery building with a maximum annual case production of 60,000 cases, a new wine cave, conversion of an existing historic hop kiln building to a public tasting room open from 10 am to 5 pm, 7 days a week, and conversion of an existing historic hop baling barn to a reserve tasting room with a two-guest room marketing accommodation unit on the upper floor ("the Proposed Project"). The property is located at 7097 Westside Road, Healdsburg; APN APNs: 110-240-031, -032, and -040; Land Intensive Agriculture 60 acres per dwelling unit (east of Westside Road) and Land Intensive Agriculture 100 acres per dwelling unit (west of Westside Road).

The Proposed Project requested 22 agricultural promotional events per year consisting of 10 events with 30 guests, 5 events with 60 guests, 5 events with 120 guests, 2 events with 300 guests, and participation in two days of industry wide events per year with a maximum of 300 guests each day. No weddings, receptions, or concerts are requested. Agricultural promotional events on the west side of Westside Road would be limited to 30 guests with no industry wide events. A four- year Use Permit term was requested under Section 26-92-130 of the Zoning Code. The 75-acre site is under a prime Land Conservation Contract. No vines will be removed to accommodate the winery facility or related site infrastructure.

1.2 A Mitigated Negative Declaration ("MND") was prepared for the Proposed Project and was noticed and made available for agency and public review in accordance with the California Environmental Quality Act ("CEQA") and the State and County CEQA Guidelines.

1.3. The Board of Zoning Adjustments held a properly noticed public hearing on September 21, 2017, at which time the Board of Zoning Adjustments heard and received all relevant testimony and evidence presented orally or in writing regarding the Mitigated Negative Declaration and the Project. All interested persons were given an opportunity to be heard regarding the Mitigated Negative Declaration and the Project.

1.4 On September 21, 2017, the Board of Zoning Adjustments adopted the MND and approved the Proposed Project with modifications, for a new winery building (two story, approx. 32,210 square feet) with a maximum annual case production of 60,000 cases, a new wine cave (approx. 20,720 square feet), conversion of an existing historic hop kiln building to a public tasting room open from 10 am to 5 pm, 7 days a week, and conversion of an existing historic hop baling barn to a reserve tasting room with two-guest room marketing accommodations on the upper floor. The approval included 20 agricultural promotional events per year (10 events with 30 guests, 5 events with 60 guests, and 5 events with 120 guests) and participation in two industry wide event days per year with a maximum of 300 guests per day. Agricultural promotional events on the west side of Westside Road would be limited to a maximum of 30 guests with no participation in industry wide events. A four-year term to activate the Use Permit was approved as allowed under Section 26-92-130 of the Zoning Code. No weddings, receptions, or concerts were proposed or approved.

1.6 The Board of Zoning Adjustments eliminated the two largest agricultural promotional events with a maximum of 300 guests, recommended solar panels be installed on the winery building roof, required the winery building to be completed and granted final occupancy within two years of commencement of the tasting room operations, and prohibited the Applicant from granting any future well easements or agreements to third parties for use of the on-site wells.

1.7 On October 2, 2017, Healdsburg Citizens for Sustainable Solutions, the Maacama Watershed Alliance, Forest Unlimited, Sonoma Coast Rural Preservation, Todd Everett and Warren Watkins (collectively, “Appellants”) appealed the Board of Zoning Adjustment decision to the Board of Supervisors (“Board”) pursuant to County code. Appellants identified as issues what they consider to be employee, public and truck traffic in an area of inadequate sight lines, detriment to rural character of the area from a large scale project within 1000 foot radius of three existing tasting rooms, a disproportionate focus on hospitality and promotional uses that appellants believe is inconsistent with the General Plan and Williamson Act, and over-concentration of existing wineries on Westside Road and other similar County roadways.

Section 2. CEQA Compliance

2.1 In making its determination to approve the MND and to approve the Proposed Project, the Board recognizes that a range of technical and scientific opinion exists with respect to certain environmental issues. The Board has gained a well-rounded understanding of the range of these issues by its review of the MND, the prior proceedings at the Board of Zoning Adjustments, all comments, testimony, letters and reports regarding the MND, and its own experience and expertise in these environmental issues. Prior to making the following findings, the Board has reviewed and considered the evidence and analysis presented in the MND, the information presented in the Appeal and post-Appeal comments, the technical reports, information and responses submitted prior to and after the Board of Zoning Adjustments hearing, staff responses addressing those reports and comments, and all

public comments made at or before the hearing. The Board has gained a well-rounded understanding of the environmental issues presented by the Proposed Project and the Board's findings are based on full appraisal of all viewpoints, all evidence and all information in the record of these proceedings. The Board further finds that the MND reflects the Board's independent judgment and analysis.

The Board finds that the MND has been completed in compliance with CEQA and that the MND adequately and fully describes the Proposed Project and its potential environmental effects.

The Board further finds that it has not received data, analysis or expert opinion to constitute a fair argument that the Proposed Project will result in any significant environmental effects that are not reduced to less than significant levels by mitigation measures and/or conditions of approval adopted herewith and incorporated herein by reference. Therefore, an EIR is not required for the Proposed Project.

The Board concurs with the analysis and conclusions in the MND and the staff analysis and recommendations and finds that with the imposition of the mitigation measures provided in the MND and conditions of approval attached hereto as Exhibit A and incorporated herein, all environmental impacts associated with the Proposed Project will be less than significant, including but not limited to the specific potential impacts described in Section 2.4. The Proposed Project does not have impacts that are individually limited but that would be cumulatively considerable when viewed in connection with the effects of past projects, other current projects and the effects of probable future projects and the effects of probable future projects

2.4 Without in any way limiting the Board's general findings set forth in this Resolution, the Board makes the following further specific findings regarding environmental impacts of the Proposed Project evaluated in the MND, suggested by Appellants or discussed in public comment on the MND and/or the Proposed Project.

a. Aesthetics.

The Proposed Project is located on Westside Road, a designated Scenic Corridor in the County General Plan. A setback of 30 percent of lot depth to a maximum of 200 feet from the centerline of Westside Road is required for new development other than barns and similar agricultural support buildings. .

On the east side of Westside Road, existing historic but dilapidated hop kiln structures within the Scenic Corridor are proposed for rehabilitation, with their original architecture remaining unchanged. Addition of two guest marketing accommodation rooms on the second floor of the hops baling barn will not affect the historic appearance of the exterior, and a bridge proposed to connect the two buildings will be similar to a trestle that was once part of the original architecture. At a joint session of the Sonoma County Landmarks Commission and the Design Review Committee the two bodies gave preliminary approval for the rehabilitation and conversion of the hop kiln buildings, including keeping them at their current location within the scenic corridor setback along Westside Road at their present height, which exceeds the 35-foot height limit in the LIA zoning district. A condition of approval requires that HD (Historical District) zoning be placed on the east side of the project site where the hop kiln buildings are

located to ensure continued protection of this historic resource. New landscaping will shield a new paved parking area on the east side of Westside Road from view from Westside Road.

All development on the west side of Westside Road, including the proposed winery building and wine cave, are more than 200 feet from the front property line. A noise barrier/retaining wall at the winery building site is shielded from public view by the existing residence on the property and existing and proposed landscaping. The winery building will have a maximum height of 29 feet. 12 trees will be removed for the winery building, but the required landscape plan includes new trees and ground cover to screen the building from the public right-of-way. Much of the existing vegetation between Westside Road and the new winery will remain.

Conditions of approval require a lighting plan that will maintain nighttime lighting levels at the minimum necessary for security and safety. New exterior lighting must be low mounted, downward casting, and fully shielded to prevent "wash out" onto adjacent properties or the night sky. Flood lights are not allowed. Lighting must be shut off automatically after closing and security lighting shall be motion-sensor activated. The lighting plan must include a photometric analysis that illustrates there will be no light spillage onto adjacent properties or onto Westside Road. The new parking areas are required to meet rural lighting standards. The proposed exterior lighting plan (Sheets A5.00 and A5.01 prepared by Lundberg Designs, dated April 2015 meets these requirements, but will be subject to final review and approval by the Design Review Committee and Landmarks Commission prior to building permit issuance

All elements of the final site plan, building elevations, design including materials, colors and finishes, circulation, parking, landscaping, exterior signage, irrigation and exterior lighting are required to be approved by the Design Review Committee and the Landmarks Commission prior to issuance of building permits to ensure compliance with conditions of approval and reduction of potential aesthetic impacts to less than significant levels.

b. <u>Conversion of Farmland and Williamson Act Zoning</u>.

(i) No conversion of farmland.
The proposed project contains a mix of designations, including Prime Farmland on the east side where the commercial vineyard exists. Farmland of Statewide Importance and Unique Farmland lies along the Westside Road frontage on both sides, and there is Grazing Land on the west side where the new winery building is proposed. 42 acres of the total site are planted in grapes. None of the existing vineyard will be removed to accommodate the proposed development. A total of 3.75 acres of the total site will be used for existing and proposed development, which is 5% of the total parcel size. The winery and tasting room uses are considered agricultural related uses in support of the larger commercial vineyard and the local agricultural industry.

(ii) Williamson Act.
The property is subject to a Land Conservation Contract (Williamson Act) and meets the following standards of the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules") regulating such contracts:

(a) The land must be devoted to an agricultural or open space use as defined in the Williamson Act. The County has required at least 50% of the parcel to be devoted to agriculture or open space, and in this case 42 of 75 acres are planted in grapes.

(b) The parcel at 75 acres exceeds the minimum parcel size of 10 acres.

(c) The existing barn, storage shed/canopy, and existing reservoir used for vineyard irrigation are considered agricultural accessory structures under Uniform Rules B.8 and B.9 and are incidental and subordinate to the agricultural uses. The winery, tasting room, marketing accommodations and the single family residence that will remain on the parcel are considered compatible uses under the Uniform Rules. Agricultural promotional events are considered a compatible use because they directly relate to the promotion or sale of wine produced on site, no event lasts longer than two days or provides overnight accommodations, and no permanent structure devoted to events is constructed on the land. Wine tasting, tasting rooms and marketing accommodations are separately defined as compatible uses, and are not considered events. Compatible uses are permissible if they are incidental to the primary use of the land for agriculture, listed in the Uniform Rules and meet the criteria for compatibility. Incidental has been defined by the County to mean that compatible uses may collectively occupy no more than 15% of the land, or five acres, whichever is less. For the 75 acre parcel, the five acre threshold would apply. The compatible uses of 3.4 acres for the winery, tasting rooms and related infrastructure plus 0.35 acres for the residence would comprise 5% of the total 75 acre parcel.

c. Conflict with Existing Agricultural Zoning.

The Proposed Project is consistent with the Land Intensive Agriculture (LIA) zoning designation, which allows the Proposed Project's tasting rooms, marketing and promotional events, marketing accommodations, processing of agricultural products of a type grown or produced primarily on site or in the local area, and related storage of products grown or processed on site, all with a use permit. All the uses are subject to specific General Plan policies designed to protect and preserve agricultural lands, support a healthy and competitive local agricultural industry, balance agricultural processing, support and visitor serving uses with agricultural production and ensure that agricultural production and related processing, support and visitor service uses remain the primary use of land.

The General Plan policies listed in the relevant sections of the Zoning Ordinance for storage and processing activities at the winery are:

Policy AR-5c: Permit storage, bottling, canning, and packaging facilities for agricultural products either grown or processed on site provided that these facilities are sized to accommodate, but not exceed, the needs of the growing or processing operation. Establish additional standards in the Development Code that differentiate between storage facilities directly necessary for processing, and facilities to be utilized for the storage of finished product such as case storage of bottled wine. Such standards should require an applicant to demonstrate the need for such on-site storage.

General Plan Policy AR-5c relates to limiting the amount of finished product (case goods storage) on agriculturally zoned lands. Case goods storage of finished product will be off-site at a local warehouse. Barrel aging is part of processing and will occur in the wine cave.

> **Policy AR-5g:** Local concentrations of any separate agricultural support uses, including processing, storage, bottling, canning and packaging, agricultural support services, and visitor-serving and recreational uses as provided in Policy AR-6f, even if related to surrounding agricultural activities, are detrimental to the primary use of the land for the production of food, fiber and plant materials and shall be avoided. In determining whether or not the approval of such uses would constitute a detrimental concentration of such uses, consider all the following factors:
>
> (1) Whether the above uses would result in joint road access conflicts, or in traffic levels that exceed the Circulation and Transit Element's objectives for level of service on a site specific and cumulative basis.
> (2) Whether the above uses would draw water from the same aquifer and be located within the zone of influence of area wells.
> (3) Whether the above uses would be detrimental to the rural character of the area. In cases where the proposed processing use would process only products grown on site, such use would not be subject to this concentration policy.*

The Proposed Project winery would process grapes grown on-site, from the local area, and from surrounding counties as needed. 10 acres of pinot noir grapes are leased to another winery. 32 acres of chardonnay grapes will be processed on-site. The on-site vineyard produces about 250 tons of grapes and an additional 720 tons would be imported to the winery from local areas to reach maximum annual production capacity of 60,000 cases. The County has in the past found winery use permits that process grapes from neighboring counties to be consistent with this policy. In times of drought or other natural disasters such as fire and flood, allowing importation of grapes from neighboring counties is necessary for wineries to continue to operate.

For the Proposed Project's tasting rooms, marketing activities and special events, the General Plan policies listed in the Zoning Ordinance are:

> **Policy AR-6d:** Follow these guidelines for approval of visitor serving uses in agricultural areas:
>
> (1) The use promotes and markets only agricultural products grown or processed in the local area.
> (2) The use is compatible with and secondary and incidental to agricultural production activities in the area.
> (3) The use will not require the extension of sewer and water.
> (4) The use is compatible with existing uses in the area.
> (5) Hotels, motels, resorts, and similar lodging are not allowed.
> (6) Activities that promote and market agricultural products such as tasting rooms, sales and promotion of products grown or processed in the County, educational activities and tours, incidental sales of items related to local area agricultural products are allowed.
> (7) Special events on agricultural lands or agriculture related events on other lands in the Sonoma Valley Planning Area will be subject to a pilot event coordination program which includes tracking and monitoring of visitor serving

activities and schedule management, as necessary, to reduce cumulative impacts.

The winery at the Proposed Project will process grapes grown on-site, from the local area, and from surrounding counties as needed. 10 acres of pinot noir grapes are leased to another winery. 32 acres of chardonnay grapes will be processed on-site. The on-site vineyard produces about 250 tons of grapes and an additional 720 tons would be imported to the winery from local areas to reach maximum annual production capacity of 60,000 cases. The County has in the past found winery use permits that process grapes from neighboring counties to be consistent with this policy. In times of drought or other natural disasters such as fire and flood, allowing importation of grapes from neighboring counties is necessary for wineries to continue to operate.

The Proposed Project will be compatible with existing uses in the area and long term agricultural use of the land because it is an agricultural use similar to other agricultural and winery uses in the area. No existing agriculture or vineyard would be removed for the Proposed Project. Conditions of approval limit detrimental impacts on nearby residential use, including but not limited to control of noise and requirements for new exterior lighting to be low mounted, downward casting, and fully shielded to prevent "wash out" onto adjacent properties or the night sky. As General Plan Policy AR-4a provides, in the LIA zone residential uses shall recognize that agricultural production and related processing, support services and visitor serving uses are the primary use of the land and may create some conflicts with residential or other uses. The Proposed Project will be served by on-site well and septic and will not require expansion of sewer or water services. No lodging is proposed, and the marketing accommodations may not be offered to the general public or traded for any form of monetary compensation. The Proposed Project is conditioned to require participation in a special events coordination program when one is available for the area.

Policy AR-6f: Local concentrations of visitor serving and recreational uses, and agricultural support uses as defined in Goal AR-5, even if related to surrounding agricultural activities, are detrimental to the primary use of the land for the production of food, fiber and plant materials and may constitute grounds for denial of such uses. In determining whether or not the approval of such uses would constitute a detrimental concentration of such uses, consider all the following factors:

(1) Whether the above uses would result in joint road access conflicts, or in traffic levels that exceed the Circulation and Transit Element's objectives for level of service on a site specific and cumulative basis.
(2) Whether the above uses would draw water from the same aquifer and be located within the zone of influence of area wells.
(3) Whether the above uses would be detrimental to the rural character of the area.

No joint road access conflicts have been identified, and the traffic analysis for the Proposed Project shows that Proposed Project-generated traffic will not exceed General Plan objectives for levels of service on a site-specific or cumulative basis. See also Section 2.4(e) below. Based on the findings and facts in Section 2.4(d) below, the proposed radius of influence characteristics from the Proposed Project pumping operations will not reach

neighboring properties or affect neighboring wells. Because agricultural production and related processing, support services and visitor serving uses are the primary uses designated in the County code for the LIA districts, these uses are part of the rural characteristics of the area. The elements of the Proposed Project – vineyards, a winery, and tasting rooms – are consistent with this rural character. In addition, this rural area includes the historic hop kiln buildings. They will be preserved and restored as part of the Proposed Project, creating a benefit rather than a detriment to the rural character of the area.

For the Proposed Project's marketing accommodations, the criteria and General Plan policies listed in Section 26.04.020(j) of the Zoning Ordinance are:

> Promotional or marketing accommodations for private guests, provided, that the use, at a minimum, meets all of the following criteria:
>
> (1) The use promotes or markets agricultural products grown or processed on the site.
>
> 2) The scale of the use is appropriate to the production and/or processing use on the site.
>
> (3) The use complies with General Plan Policies AR-6d and AR-6f.
>
> (4) No commercial use of private guest accommodations is allowed.
>
> (5) Any such use on a parcel under a Williamson Act contract must be consistent with Government Code Section 51200 et seq. (the Williamson Act) and local rules and regulations.

The proposed two guest rooms for overnight stays are located on the upper floor of the restored historic hop baling barn. They will be used for wine marketing only, and no form of monetary compensation can be charged or exchanged for their use. The rooms will not be available to the general public or for any commercial purpose and do not constitute lodging. As found in Sections 2.4(a) above, all proposed uses are consistent with the Williamson Act. The marketing accommodations are consistent with General Plan Policies AR-6d and 6f, as analyzed above.

d. Hydrology and Water Quality.

The Groundwater Availability Study prepared by EBA Engineering concludes that the water supply characteristics of the underlying aquifer utilized by Wells #1 and #3 are more than adequate to accommodate the water demands associated with the Proposed Project and will not result in negative impacts to local groundwater or surface water resources. The Proposed Project site is located within a Class 1 water area, identified in the General Plan as a major groundwater basin, and the underlying aquifer is comprised of alluvial deposits associated with the Russian River, which is a managed water system that ensures perennial flow throughout the year and serves as a continuous source of recharge to the aquifer. The projected radius of influence characteristics induced by the pumping operations will not encroach onto neighboring properties. In addition, the proposed water use is projected to induce no measurable changes in surface water flows in the Russian River. A condition of approval for the Proposed Project prohibits the Permit Holder/Applicant from granting any future well easements or agreements which would allow water from the project site wells to be used by third parties or transferred for off-site uses.

All project development including winery wastewater and domestic septic systems will be more than 800-feet from the Russian River. The Preliminary Stormwater Management Plan identifies a slight increase in runoff for the 2-year 24-hour storm as a result of the proposed improvements. The increase in the runoff in the area of the winery improvements will be captured in the existing pond, which has adequate capacity to capture the increase. Allowing the runoff to flow through vegetated buffer areas prior to entering the pond will provide the necessary water treatment. There will be a slight increase in runoff east of the tasting room improvements that will infiltrate into existing vegetation prior to exiting the Project site. The Best Management Practices incorporated into the Proposed Project, including the vegetated buffer areas, will provide the necessary treatment to meet the County's Low Impact Development (LID) requirements. These improvements as designed will reduce the potential impacts on water quality to a level of less than significant.

The industrial wastewater from the proposed winery processing will be collected, aerated and stored in a series of treatment tanks to be disposed of via an irrigation system to serve the on-site vineyard. Domestic sewage disposal from the tasting rooms, marketing accommodations, guest and employee restrooms will be disposed of via on-site septic systems adjacent to the tasting room buildings on the east side and near the existing farmhouse on the west side. Both the winery wastewater system and the domestic systems will be designed by an engineer to meet all applicable standards. The property consists of flat gentle sloping terrain with slopes ranging between 5-15 percent. The soil classification of the project site is "Yolo Loam," commonly found in the Russian River and Dry Creek Valleys and described as sandy loam, gravelly loam, silt loam, and clay loam surface layers in some areas. Yolo Loam is suitable for domestic and industrial wastewater disposal systems.

e. <u>Traffic</u>

The Final Traffic Study for the Proposed Project prepared by W-Trans, dated March 10, 2016, was reviewed and accepted by the Sonoma County Department of Transportation and Public Works.

A W-Trans Addendum dated April 21, 2017, explains that collision history for the study area indicates there were two collisions on the study segment in the most recent five-year period according to California Highway Patrol records. According to the W-Trans traffic engineer, the collision rate is below average and the segment appears to be operating within expected safety parameters. The Conditions of Approval require driveway improvements, right of way dedication, and provision of all parking on site with no parking allowed on Westside Road. The frequency and size of agricultural promotional events are limited, and industry wide events will be two days total.

Sight distances along Westside Road from the existing driveway locations were evaluated by W-Trans based on sight distance criteria contained in "A Policy on Geometric Design on Highways and Streets," published by American Association of State Highways and Transportation Officials (AASHTO). The stopping sight distance criterion for private street

intersection was applied by W-Trans for this evaluation. The minimum stopping sight distance needed for an approach speed of 35 mph is 250 feet. Sight distance to the north of the tasting room driveway on the east side, after removal of the existing Westside Farms sign, is more than 400 feet. To the south of the tasting room driveway, the sight distance is more than 400 feet, which is more than adequate for the speed of traffic. The sight distance to the south of the winery driveway on the west side is 250 feet. To the north of the winery driveway, vegetation will be removed and the northwesterly hillside of the project site lowered and terraced to allow a sight distance of 250 feet, in accordance with a letter report, Grading and Cross Section Plan, and a Stopping Sight Distance plan prepared by the applicant's engineer, Adobe & Associates. Adobe & Associates also prepared a video simulation showing vehicles traveling along the project site with the sight distance improvements completed and sight stopping distance scenario. A further W-Trans addendum letter dated September 13, 2017, explains that with these improvements to increase sight lines to the north to at least 250 feet, sight lines will be adequate to allow safe operation of the driveway.

In addition, guest capacity for agricultural promotional events on the west side of the Proposed Project site is limited to a maximum of 30 guests which equals 12 vehicles using the standard ratio of 2.5 persons per vehicle. Industry wide events will not be held on this portion of the project site. A Traffic Control and Parking Management Plan has been prepared by the applicant to demonstrate queuing areas for guest vehicles along the two project driveways for the winery and tasting rooms and the locations of parking attendants on duty for the duration of events. The Traffic Study's sensitivity analysis was done to demonstrate that even with events happening at the same time at more than one winery, there would not be traffic conflicts or an overconcentration of use. However, a condition has been added to the Use Permit to require event coordination between the Ramey winery and the two closest wineries (Williams-Seylem and Arista) for larger events of 100 guests or more, with the exception of the two industry wide event days since these event days are set by the Russian River Valley Grape Growers Association. The conditions also prohibit scheduling larger events during large organized bicycle events. Furthermore, a standard condition is included in the Use Permit requiring the applicant to participate in a future event coordination program to be used for special events when that program is available.

A Caltrans comment letter in response to the MND circulation dated September 14, 2017, suggests that additional trips generated by the Proposed Project have the potential to create significant speed differentials and queuing which could potentially encroach on the mainline and ramps at the US 101/Westside Road interchange, leading to a significant conflict between exiting vehicles and highway traffic. W-Trans' response dated May 9, 2018 notes that trip generation and distribution was analyzed in the March 10, 2016 W-Trans Traffic Study ("March 016 TIS"), and that the Proposed Project generates fewer than 20 peak hour trips. To be conservative, W-Trans attributed all trips to and from the Proposed Project to Healdsburg via Westside Road, although W-Trans expects that trips to the site would be drawn "fairly evenly from the north and south for daily operation,

resulting in half as many trips being added as assumed for analysis purposes." Even if all such trips used Westside Road to 101 in Healdsburg, this volume of added peak hour trips would not require analysis of the Proposed Project's potential impacts on US 101, because Highway 101 north of Windsor is expected to operate at acceptable volumes in its present configuration. The Proposed Project site approximately 6.8 miles from the identified interchange and not all visitors will arrive or leave at the same time, even for the larger site-specific events.

The Caltrans September 14, 2017 letter also requested that the County perform a VMT (Vehicle Miles Traveled) analysis for the Proposed Project, using State Office of Planning and Research (OPR) Draft Guidelines. Some of the statements about the Draft Guidelines are incorrect. The letter suggests that automobile VMT per capita greater than 15% below county-wide or regional values for similar land uses would be a significant impact. The County has not adopted this standard, nor do the OPR Draft CEQA Guidelines, which are still in the rulemaking process. OPR technical documents suggest a 15% reduction but do not address this type of visitor-serving project. However, the greenhouse gas (GHG) analysis in the MND performed by Illingworth & Rodkin includes a quantitative analysis of VMT, using trip generation estimates from the W-Trans traffic studies. It concludes that VMT attributable to the Proposed Project create a less than significant impact.

The Proposed Project contributes to multi-modal transportation with the provision of bicycle parking on-site at a ratio of 1 bicycle space for every 5 vehicle spaces, as required by conditions of approval and County code.

f. Noise

Based on the results of the Noise Assessment, dated March 2017 and the Noise Addendum dated August 2017 prepared by Illingworth & Rodkin, Inc., due to the distance of sensitive receptors (residences) and consistency with Table NE 2 of the Noise Element of the General Plan, mitigation is required to reduce heavy truck noise and mechanical and bottling noise. By extending a proposed retaining wall on and along the southerly property line next to the winery building, placing solid walls in the area of the mechanical room and restricting nighttime truck use and nighttime bottling, the noise standards of the General Plan will be met.

Conditions of approval provide that temporary noise from construction activities will be mitigated by restrictions on equipment and mufflers; limit on construction hours to 7 a.m. to 7 p.m. weekdays and 9 a.m. to 5 p.m. on weekends and holidays; limit on pile driving activity to weekdays 7:30 a.m. to 7 p.m.; requiring stationary construction equipment to be placed away from residential areas or acoustically shielded; and designation of a project manager, with telephone contact information and allowed hours of construction at the project site.

Conditions of approval provide mitigation to reduce potential noise impacts from the different site features and buildings. The use of amplified music and sound, loud

instruments (drums, cymbals, horns, and similar instruments) and acoustical music is only permitted indoors in the two tasting room buildings during daytime hours until 9 P.M. with doors and windows closed. Amplified music within the tasting room buildings shall be maintained at normal, not peak amplification levels, such that the L50 level of the amplified music not exceed 72 dBA at a distance of 50 feet. No outdoor music or use of sound systems is permitted around the tasting room buildings. No amplified music or sound is permitted either indoors or outdoors at the winery building. Outdoor events can only occur within the Picnic Walnut Grove Area as depicted on the site plan until 9 P.M. and may use amplified speech limited to sound systems mechanically set to a volume level no greater than 78 dBA at 50 feet. In the Picnic Walnut Grove Area, the use of quieter, non-amplified, acoustic musical instruments (such as piano, stringed instruments, woodwinds, flute, etc.) not exceeding the level of ordinary conversations, is permitted outdoors, during daytime hours until 9 P.M. Prior to temporary or final occupancy of the winery building or tasting room buildings, a long term, on-going Noise Management and Monitoring Plan for event activities shall be submitted and cleared by the Permit Sonoma Health Specialist. The Plan shall be implemented for the project operations. The applicants have agreed to the Mitigation Measures and Monitoring program.

Section 3. General Plan and Zoning Compliance

3.1 General Plan Compliance.

All uses in the Proposed Project are subject to specific General Plan policies designed to protect and preserve agricultural lands, support a healthy and competitive local agricultural industry, balance agricultural processing, support and visitor serving uses with agricultural production and ensure that agricultural production and related processing, support and visitor service uses remain the primary use of land.

The Proposed Project is consistent with the General Plan land use designation of Land Intensive Agriculture, and General Plan objectives to facilitate County agricultural production by allowing agricultural processing facilities and uses, including a winery and wine cave, in the Agricultural Land Use categories. Processing of agricultural products of a type grown or produced primarily on site or in the local area and tasting rooms and other temporary, seasonal, or year-round sales and promotion of agricultural products grown or processed in the county, subject to the criteria of General Plan Policies AR-5c, AR-5g, AR-6d, and AR-6f, are uses permitted with a Use Permit in the LIA zoning district. The project is consistent with General Plan Goal AR-5, which states that agricultural support services should be conveniently and accessibly located to the primary agricultural activity in the area because the winery is located in an area producing wine grapes and located within the Russian River Appellation. Tasting rooms, agricultural promotional events and industry-wide events will promote the winery and the wines produced on the site, educate visitors on the making of wines, and increase wine club membership; all as part of the marketing of an agricultural product grown and processed in Sonoma County. These activities are consistent with General Plan Objectives AR-1.1, AR 1.2, AR 5.1 and General Plan Policies AR-1a, AR-4a, AR-5c, AR-5g, AR-6a and AR-6d.

The General Plan policies listed in the relevant sections of the Zoning Ordinance for storage and

processing activities at the winery are:

> **Policy AR-5c**: Permit storage, bottling, canning, and packaging facilities for agricultural products either grown or processed on site provided that these facilities are sized to accommodate, but not exceed, the needs of the growing or processing operation. Establish additional standards in the Development Code that differentiate between storage facilities directly necessary for processing, and facilities to be utilized for the storage of finished product such as case storage of bottled wine. Such standards should require an applicant to demonstrate the need for such on-site storage.
>
> General Plan Policy AR-5c relates to limiting the amount of finished product (case goods storage) on agriculturally zoned lands. Case goods storage of finished product will be off-site at a local warehouse. Barrel aging is part of processing and will occur in the wine cave.
>
> **Policy AR-5g:** Local concentrations of any separate agricultural support uses, including processing, storage, bottling, canning and packaging, agricultural support services, and visitor-serving and recreational uses as provided in Policy AR-6f, even if related to surrounding agricultural activities, are detrimental to the primary use of the land for the production of food, fiber and plant materials and shall be avoided. In determining whether or not the approval of such uses would constitute a detrimental concentration of such uses, consider all the following factors:
>
> > (1) Whether the above uses would result in joint road access conflicts, or in traffic levels that exceed the Circulation and Transit Element's objectives for level of service on a site specific and cumulative basis.
> > (2) Whether the above uses would draw water from the same aquifer and be located within the zone of influence of area wells.
> > (3) Whether the above uses would be detrimental to the rural character of the area. In cases where the proposed processing use would process only products grown on site, such use would not be subject to this concentration policy.*
>
> The Proposed Project winery would process grapes grown on-site, from the local area, and from surrounding counties as needed. 10 acres of pinot noir grapes are leased to another winery. 32 acres of chardonnay grapes will be processed on-site. The on-site vineyard produces about 250 tons of grapes and an additional 720 tons would be imported to the winery from local areas to reach maximum annual production capacity of 60,000 cases. The County has in the past found winery use permits that process grapes from neighboring counties to be consistent with this policy. In times of drought or other natural disasters such as fire and flood, allowing importation of grapes from neighboring counties is necessary for wineries to continue to operate.
>
> The new winery will be nestled into the hillside to create a low profile. The winery and the wine cave are located outside the scenic corridor and will be shielded by existing buildings and landscape. Light fixtures will be shielded with minimal glare or spillage of light onto neighboring properties. Vineyards, a winery, and tasting rooms are consistent with the rural character of the area which requires that agricultural production and related processing, support services and visitor serving uses be the primary uses in the LIA districts and necessarily includes existing uses of that nature. In addition, this rural area includes the historic hop kiln buildings. The Proposed Project will protect this important part of the County's local agricultural heritage because the

buildings will be preserved and restored as part of the Proposed Project, creating a benefit rather than a detriment to the rural character of the area.

For the Proposed Project's tasting rooms, marketing activities and special events, the General Plan policies listed in the Zoning Ordinance are:

Policy AR-6d: Follow these guidelines for approval of visitor serving uses in agricultural areas:

(1) The use promotes and markets only agricultural products grown or processed in the local area.
(2) The use is compatible with and secondary and incidental to agricultural production activities in the area.
(3) The use will not require the extension of sewer and water.
(4) The use is compatible with existing uses in the area.
(5) Hotels, motels, resorts, and similar lodging are not allowed.
(6) Activities that promote and market agricultural products such as tasting rooms, sales and promotion of products grown or processed in the County, educational activities and tours, incidental sales of items related to local area agricultural products are allowed.
(7) Special events on agricultural lands or agriculture related events on other lands in the Sonoma Valley Planning Area will be subject to a pilot event coordination program which includes tracking and monitoring of visitor serving activities and schedule management, as necessary, to reduce cumulative impacts.

The winery at the Proposed Project will process grapes grown on-site, from the local area, and from surrounding counties as needed. 10 acres of pinot noir grapes are leased to another winery. 32 acres of chardonnay grapes will be processed on-site. The on-site vineyard produces about 250 tons of grapes and an additional 720 tons would be imported to the winery from local areas to reach maximum annual production capacity of 60,000 cases. The County has in the past found winery use permits that process grapes from neighboring counties to be consistent with this policy. In times of drought or other natural disasters such as fire and flood, allowing importation of grapes from neighboring counties is necessary for wineries to continue to operate.

The Proposed Project will be compatible with existing uses in the area and long term agricultural use of the land because it is an agricultural use similar to other agricultural and winery uses in the area. No existing agriculture or vineyard would be removed for the Proposed Project. Conditions of approval limit detrimental impacts on nearby residential use, including but not limited to control of noise and requirements for new exterior lighting to be low mounted, downward casting, and fully shielded to prevent "wash out" onto adjacent properties or the night sky. As General Plan Policy AR-4a provides, in the LIA zone residential uses shall recognize that agricultural production and related processing, support services and visitor serving uses are the primary use of the land and may create some conflicts with residential or other uses The Proposed Project will be served by on-site well and septic and will not require expansion of sewer or water services. No lodging is proposed, and the marketing accommodations may not be offered to the general public or traded for any form of monetary compensation. The Proposed Project is conditioned to require participation when a special events coordination program is available for the area.

Policy AR-6f: Local concentrations of visitor serving and recreational uses, and agricultural support uses as defined in Goal AR-5, even if related to surrounding agricultural activities, are

detrimental to the primary use of the land for the production of food, fiber and plant materials and may constitute grounds for denial of such uses. In determining whether or not the approval of such uses would constitute a detrimental concentration of such uses, consider all the following factors:

(1) Whether the above uses would result in joint road access conflicts, or in traffic levels that exceed the Circulation and Transit Element's objectives for level of service on a site specific and cumulative basis.
(2) Whether the above uses would draw water from the same aquifer and be located within the zone of influence of area wells.
(3) Whether the above uses would be detrimental to the rural character of the area.

No joint road access conflicts have been identified, and the traffic analysis for the Proposed Project shows that Proposed Project-generated traffic will not exceed General Plan objectives for levels of service on a site-specific or cumulative basis. See also Section 2.4(e) above. Based on the findings and facts in Section 2.4(d) above, the proposed radius of influence characteristics from the Proposed Project pumping operations will not reach neighboring properties or affect neighboring wells.

The new winery will be nestled into the hillside to create a low profile. The winery and the wine cave are located outside the scenic corridor and will be shielded by existing buildings and landscape. Light fixtures will be shielded with minimal glare or spillage of light onto neighboring properties. Vineyards, a winery, and tasting rooms are consistent with the rural character of the area which requires that agricultural production and related processing, support services and visitor serving uses be the primary uses in the LIA districts. In addition, this rural area includes the historic hop kiln buildings. The Proposed Project will protect this important part of the County's local agricultural heritage because the buildings will be preserved and restored as part of the Proposed Project, creating a benefit rather than a detriment to the rural character of the area.

3.2 Zoning Compliance.

a. The Proposed Project is consistent with the LIA (Land Intensive Agriculture) zoning designation, which allows the following under Section 26-040-020 (i) of the Zoning Ordinance with a Use Permit approval: tasting rooms and other temporary, seasonal or year-round sales and promotion of agricultural products grown or processed in the county. Sonoma County has a long history of permitting agriculture promotional events at wineries as a marketing tool that promotes the wine produced or grown on site. Project conditions of approval prohibit the winery facility from being rented out to third-parties for any activities, including events, weddings, or concerts.

b. The Proposed Project is consistent with the Scenic Resources and Scenic Corridor development standards in Article 26-64 of the Zoning Ordinance. Specifically, the project proposes to rehabilitate and repurpose the hop kiln and baling barn buildings which are historic resources located within the Scenic Corridor 200 foot setback from the centerline of Westside Road. To the extent that the project requires new construction or structures in the setback related to the hop kiln and baling barn buildings, this construction is allowed pursuant to an exception in Section 26-64-030 (a)(5)(i) for new structures subject to design review which are associated with existing structures. To the extent construction in the setback relates to the existing hop kiln and baling barn buildings, it is allowed under

an exception in Section 26-64-020(a)(3) for the maintenance, restoration, reconstruction or minor expansion of existing structures.

c. The design of the Proposed Project meets the requirements of the flood plain combining zone for elevation of new structures and other flood resistant design criteria as required by Chapter 7B of the County code.

d. For the Proposed Project's marketing accommodations, the criteria listed in the Zoning Ordinance section 26-040-020(j) are:

Promotional or marketing accommodations for private guests, provided, that the use, at a minimum, meets all of the following criteria:

(1) The use promotes or markets agricultural products grown or processed on the site,

(2) The scale of the use is appropriate to the production and/or processing use on the site,

(3) The use complies with General Plan Policies AR-6d and AR-6f,

4) No commercial use of private guest accommodations is allowed,

(5) Any such use on a parcel under a Williamson Act contract must be consistent with Government Code Section 51200 et seq. (the Williamson Act) and local rules and regulations.

The proposed two guest rooms for overnight stays are located on the upper floor of the restored historic hop baling barn. They will be used for wine marketing only, and no form of monetary compensation can be charged or exchanged for their use. The rooms will not be available to the general public or for any commercial purpose and are do not constitute lodging as defined in County code. As found in Sections 2.4(a) above, all proposed uses are consistent with the Williamson Act. The marketing accommodations are part of the overall Proposed Project, which is consistent with General Plan Policies AR-6d and 6f, as analyzed above.

3.3 Use Permit General Welfare Finding.

The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. The particular circumstances in this case include the factual analysis of lack of environmental impacts, General Plan consistency and zoning ordinance compliance set forth above.

a. In summary, exterior lighting must be low mounted, downward casting and fully shielded to prevent glare, lighting shall shut off automatically after closing and security lighting shall be motion-sensor activated; Westside Road is adequate to support the volume of traffic associated with the proposed land uses; improvements will be done on the project site to provide adequate northerly sight line on the winery side of the project site, the project will not compromise agricultural capability because the proposed use is related to agriculture and no vines will be removed to accommodate the project; and mitigations have been incorporated into the project to ensure that noise from construction, winery operations, and agricultural promotional event and industry wide event activities shall meet the Daytime Noise limit standards established in the General Plan, with limited hours of event activities, and the conditions placed on the project to control noise and restrict the use of any outdoor amplified music and sound systems. Other project related circumstances include that the project will not create a detrimental concentration of visitor-serving and recreational uses because the traffic generated by the project will not result in road access conflicts; the project will preserve historic resources important to the local

agricultural heritage and the rural character of the neighborhood; the project applicant will coordinate agricultural promotional events with the two adjacent wineries to off-set event days and/or event times; and no event will be held the same time as a large bicycle event. The project site wells will not affect or cause a significant drawdown of neighboring wells in the area or the Russian River; a Traffic Control and Parking Management Plan will be implemented to control guest traffic entering and exiting the project site, and guest vehicle parking and movement on the project site. Use of amplified music or sound and loud musical instruments are only permitted indoors at the tasting room buildings during daytime hours with doors and windows closed. Outdoor events and activities, including outdoor wine tasting, are only permitted at the Picnic Walnut Grove area, as depicted on the Site Plan. In the Picnic Walnut Grove area, amplified speech is limited to sound systems mechanically set to a volume level no greater than 78 dBA at 50 feet. The winery's Use Permit is under a one-year review of event activities after commencement of the first event to determine condition compliance.

b. The design is compatible with the scenic corridor and scenic landscape unit requirements; the design meets requirements of the flood plain combining zone for elevation of new structures and other flood resistant design criteria as required by Chapter 7B of the county code.

c. Drainage improvements are required to ensure there will be no net increase in runoff, natural drainage patterns will be maintained and there will be no increased impact from stormwater or floodwater dispersal over the site and adjacent lands.

d. Agricultural and open space use will remain the primary use of the land;

e. The hydrogeologic report and supplemental information for the Proposed Project show that there is adequate water for the project, the potential for harmful salt water intrusion is minimal and horizontal and vertical separations between project wells and the nearest streams and neighboring wells are large, such that the project has minimal potential to cause significant well interference or stream impacts.

Section 4. Additional Finding

4.1 The findings and determinations set forth in this resolution are based upon the record of these proceedings. References to specific statutes, ordinances, regulations, standards, reports, or documents in a finding or determination are not intended to identify those sources as the exclusive basis for the finding or determination.

NOW, THEREFORE, Be It Further Resolved that based on the information contained in the full record of these proceedings and the findings and determinations set forth in this resolution, the Board hereby declares and orders as follows:

1. The findings and determinations set forth in this resolution are true and correct, supported by substantial evidence in the record, and adopted as set forth above.

2. The MND is adopted.

3. The Appeal of the Board of Zoning Adjustments approval of the Proposed Project is denied.

4. The use permit is granted for the Proposed Project as presented in [Site plan and drawings titled "Ramey Winery, 7097 Westside Road, Healdsburg CA," prepared by Lundberg Design and dated August 24, 2017 and as described in the Conditions of Approval attached hereto as Exhibit A and incorporated herein, subject to design review as required by conditions of approval.

6. The Clerk of the Board is designated as the custodian of the documents and other material that constitute the record of the proceedings upon which the Board's decisions herein are based. These documents may be found at the office of the Clerk of the Board of Supervisors, 575 Administration Drive, Room 100A, Santa Rosa, CA 95403.

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

SONOMA COUNTY BOARD OF SUPERVISORS

Draft Conditions of Approval and Mitigation Monitoring Plan
Exhibit A

Staff:	Traci Tesconi	**Date:**	August 14, 2018
Applicant:	David and Carla Ramey Trust	**File No.:**	UPE14-0008
Owner:	David and Carla Ramey Trust	**APN:**	110-240-031, -032 and -040
Address:	7097 Westside Road, Healdsburg		

Project Description: Request for a Use Permit to construct a new winery building with a maximum annual case production of 60,000 cases and a new wine cave on the west side of the project site. On the east side of the project site is the conversion of a historic hop kiln building to a public tasting room and conversion of a historic hop bale barn to a reserve tasting room with a two-guest room marketing accommodation on the upper floor. The request also includes 20 agricultural promotional events per year with a range of maximum guests (10 events with 30 guests, 5 events with 60 guests, and 5 events with 120 guests) and participation in industry wide events totaling two event days per year with a maximum of 300 guests on 75 acres. On the west side of the project site, agricultural promotional events would be limited to a maximum of 30 guests and industry wide events will not be held on this side of the project site. A four- year Use Permit term to activate the permit is requested under Section 26-92-130 of the Zoning Code. No weddings, receptions, concerts, or non-agricultural related events are permitted under this Use Permit.

Prior to commencing the use, evidence must be submitted to the file that all of the following non-operational conditions have been met.

1. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of $50.00 (or latest fee in effect at time of payment) for County Clerk processing, and $2,216.25 (or latest fee in effect at time of payment) because a Mitigated Negative Declaration was prepared, for a **total of $2,266.25 made payable to Sonoma County Clerk** and submitted to PRMD. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.

BUILDING:

2. The applicant shall apply for and obtain building related permits from the Permit and Resource Management Department (PRMD). The necessary applications appear to be, but may not be limited to, site review, building permit, and grading permit.

3. Prior to initiation of the approved use, the project shall comply with the accessibility requirements set forth in the most recent California Building Code (CBC), as determined by the PRMD Building Division. Such accessibility requirements shall apply to all new construction and remodeling and, where required by the CBC, to retrofitting of the existing structure.

4. The business operator shall post a sign that includes the phone number for a current job manager for the benefit of neighbors. The job manager can be contacted if there are any problems associated with the construction process site such as dust, storm water runoff, hours of operation, equipment noise, traffic issues or lack of compliance with any project conditions of approval.

5. Any wine cave used for guided tours or public/private assembly shall comply with the model California Codes including, but not limited to exiting, fire suppression, lighting and accessibility regulations.

HEALTH:

"The conditions below have been satisfied BY _____ DATE _____

PRIOR TO BUILDING PERMIT AND VESTING THE USE PERMIT:

Water:

6. Prior to building permit issuance the applicant shall have the proposed water supply system evaluated for potential contamination or pollution via backflow by an American Water Works Association certified Cross Connection Control Specialist. The recommendations for cross connection control shall, at a minimum, meet the requirements of the 2013 California Plumbing Code and subsequent editions adopted by Sonoma County. A copy of the report must be submitted to the Project Review Health Specialist for review.

   If the applicant has been required to do a cross-connection control survey by the California Department of Public Health, then a copy of that survey may be submitted to meet this condition within 120 days after occupancy.

7. Prior to building permit issuance and project operation, provide the Project Review Health Specialist with the bacteriological (E. Coli and total coliform) arsenic and nitrate analysis results of a sample of your water tested by a State-certified lab. If the analysis shows contamination, the applicant will be required to treat the well per County requirements and re-test the well. If the contamination cannot be cleared from the well destruction under permit of this Department may be required.

8. Prior to the issuance of building permits the applicant shall provide an engineered design of the water supply system, construct and/or develop the water sources (wells and/or springs), complete the appropriate water quality testing and apply for a water supply permit from the State Drinking Water Program because it has determined that more than 25 persons per day for 60 days within a year will be served by the water system. A copy of the Use Permit application and conditions must be provided to the State Drinking Water Program in order to obtain appropriate raw water source sampling requirements. (This process should begin as soon as possible, as the application, plan check and sampling will take some time.) Prior to the issuance of building permits, copies of the clearance letter must be submitted to the Project Review Health Specialist, or the State Drinking Water Program may e-mail clearance directly to PRMD.

9. The water supply well is required to have a 50-foot annular seal prior to vesting the Use Permit. Annular seals are installed at the time of construction of the water well, and are very difficult (and sometimes impossible) to retro-fit in an economic manner. If documentation of a 50-foot annular seal cannot be obtained, then a new water well may be required.

10. Prior to the issuance of any building permit an Easement is required to be recorded for this project to provide Sonoma County personnel access to any on-site water well serving this project and any required monitoring well to collect water meter readings and groundwater level measurements. Access shall be granted Monday through Friday from 8:00 a.m. to 5:00 p.m. All Easement language is subject to review and approval by PRMD Project Review staff and County Counsel prior to recordation.

11. Prior to building permit issuance, a water well serving this project shall be fitted with a groundwater level measuring tube and port, or electronic groundwater level measuring device. Water meter(s) to measure all groundwater extracted for the permitted use shall be installed on the water system. A Site Plan showing the location of the well with the groundwater level measuring device and the location of the water meter(s) shall be submitted to the PRMD Project Review Health Specialist.

Septic:

12. Prior to building permit issuance and vesting the Use Permit, the applicant shall obtain a permit for the sewage disposal system. The system may require design by a Registered Civil Engineer or Registered Environmental Health Specialist and both soils analysis, percolation and wet weather testing may be required. Wet weather groundwater testing may also be required. The sewage system shall meet peak flow discharge of the wastewater from all sources granted in the Use Permit and any additional sources from the parcel plumbed to the disposal system, and shall include the required reserve area.

This project is approved for agricultural promotional events and shall provide septic system capacity in accordance with PRMD Policy 9-2-31 (available on PRMD's website under Policy and Procedures). The project septic system shall be designed to accommodate 100 % percent of the wastewater flow from an event with 60 guests, in addition to peak wastewater flows from all other sources plumbed to the septic system, including the 15 employees listed in the traffic study.

If a permit for a standard, innovative or experimental sewage disposal system sized to meet all peak flows cannot be issued, then the applicant shall revise the project (fees apply and a hearing may be required) to amend the Use Permit to a reduced size, not to exceed the on-site disposal capabilities of the project site and attendant easements. The Project Review Health Specialist shall receive a final clearance from the Well and Septic Section that all required septic system testing and design elements have been met.

13. Application for wastewater discharge requirements shall be filed by the applicant with the North Coast Regional Water Quality Control Board. Documentation of acceptance of a complete application with no initial objections or concerns by the Regional Water Quality Control Board shall be submitted to the Project Review Health Specialist prior to building, grading for ponds or septic permit issuance (if the Regional Water Board Water Resource Engineer or Environmental Specialist have objections or concerns then the applicant shall obtain Waste Discharge Requirements prior to building permit issuance). A copy of the Waste Discharge Permit shall be submitted to the Project Review Health Specialist prior to issuance of a Certificate of Occupancy or project operation and vesting the Use Permit.

14. In-room Jacuzzi tubs, hot tubs or any other over-size tub designed for use by two or more persons, or any common area Jacuzzi or hot tub, or Vichy Shower shall not be allowed unless they are specified in the septic system analysis and additional capacity in the septic system is allocated for their use.

15. Toilet facilities shall be provided for patrons and employees prior to vesting the Use Permit. A copy of the Floor Plan showing the location of the restrooms shall be submitted to the Project Review Health Specialist prior to issuance of building permits.

16. Prior to building permit issuance and vesting the Use Permit, sewage disposal system(s) shall be evaluated relative to the proposed wine cave(s). If the floor of the wine cave(s) are lower than any wastewater disposal field or septic tanks, a minimum 50-foot setback from any tanks, sumps, and septic disposal field shall be maintained. The Project Review Health Specialist shall receive a Topographic Map created by a Civil Engineer, Surveyor or REHS depicting the septic system and wine cave components for review.

<u>Consumer Protection:</u>

17. Prior to the issuance of building permits and the start of any on-site construction, plans and specifications for any food facility that provides food or beverage to the public must be submitted to, and approved by the Department of Health Services, Environmental Health & Safety Section. Be advised that major expenses can be triggered relating to the need for commercial exhaust hoods, fire suppression systems, food storage space and walk in refrigerators/freezers dependent upon the scale of food service and the menu items selected. Early consultation with Environmental Health & Safety is recommended. All food service on this site shall be limited to the scale, scope, frequency and any menu limitations specified under the Planning conditions in this Use Permit.

    If the project will operate under a Wine Tasting Room Exemption, the exemption requires:

    a. Proof of a State Wine Grower License (Alcoholic Beverage Control 02 license).

    b. A statement that the wine tasting facility will not offer for sale, food or beverage for onsite consumption (with the exception of the actual wine tasting, prepackaged non-potentially hazardous beverages and crackers).

    c. Note that this Use Permit requires that if any of the following items are new or replacement installations they shall be built to CalCode standards: all flooring, counter tops, restrooms and sinks in the food or beverage service area. The goal is to minimize the need to replace new materials when a small change in the menu triggers the need for a Food Facility permit.

Contact the Department of Health Services, Environmental Health & Safety Section at 565-6565 for information and instructions. An e-mail of the approval from the Environmental Health & Safety Section or a copy of the Plan Check Approval shall be presented to the Project Review Health Specialist to verify compliance with requirements of the California Retail Food Code (CalCode).

Solid Waste:

18. Prior to building permit issuance, the applicant shall submit a design for trash enclosures and recycling areas for review and approval by the PRMD Building Plan Check Section. (Fees may apply.) Note that trash trucks must have at least a 32-foot turning radius at the trash enclosure and the dumpster must have 16 feet of overhead clearance.

Noise:

19. Prior to the issuance of building permits, noise mitigations shall be photocopied from the Noise Study Addendum and attached to the building plans submitted for plan check.

20. NOTE ON GRADING, IMPROVEMENT, AND BUILDING PLANS:

Construction activities associated with this project shall be restricted as follows:

a. All internal combustion engines used during construction of this project will be operated with mufflers that meet the requirements of the State Resources Code, and, where applicable, the Vehicle Code. Equipment shall be properly maintained and turned off when not in use.
b. Except for actions taken to prevent an emergency, or to deal with an existing emergency, all construction activities shall be restricted to the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. and 5:00 p.m. on weekends and holidays. If work outside the times specified above becomes necessary, the applicant shall notify the PRMD Project Review Division as soon as practical.
c. There will be no starting up of machines nor equipment prior to 7:00 a.m, Monday through Friday or 9:00 am on weekends and holidays; no delivery of materials or equipment prior to 7:00 a.m nor past 7:00 p.m, Monday through Friday or prior to 9:00 a.m. nor past 7:00 p.m. on weekends and holidays and no servicing of equipment past 7:00 p.m., Monday through Friday, or weekends and holidays. A sign(s) shall be posted on the site regarding the allowable hours of construction, and including the developer's phone number for public contact.
d. Pile driving activities shall be limited to 7:30 a.m. to 7:00 p.m. weekdays only.
e. Construction maintenance, storage and staging areas for construction equipment shall avoid proximity to residential areas to the maximum extent practicable. Stationary construction equipment, such as compressors, mixers, etc., shall be placed away from residential areas and/or provided with acoustical shielding. Quiet construction equipment shall be used when possible.
f. The Permit Holder shall designate a Project Manager with authority to implement the mitigation prior to issuance of each building/grading permit. The Project Manager's phone number shall be conspicuously posted at the construction site. The Project Manager shall determine the cause of noise complaints (e.g. starting too early, faulty muffler, etc.) and shall take prompt action to correct the problem.

Mitigation Monitoring: PRMD staff shall ensure that the note listed above has been placed on all grading, building, and improvement plans prior to issuance of permits. Any noise complaints will be investigated by PRMD staff. If violations are found, PRMD shall seek voluntary compliance from the permit holder and thereafter may initiate an enforcement action and/or revocation or modification proceedings, as appropriate. (Ongoing)

Vector Control:

21. A Mosquito and Vector Control Plan acceptable to the Marin-Sonoma Mosquito and Vector Control District (telephone 707-285-2200) shall be submitted prior to bringing the public onto a property with ponds. The Project Review Health Specialist shall receive a copy of the Mosquito and Vector Control Plan and an acceptance letter from the Marin-Sonoma Mosquito and Vector Control District.

PRIOR TO OCCUPANCY:

Noise:

22. Prior to issuance of temporary or final occupancy of the winery building, or vesting the Use Permit, to reduce noise levels from heavy trucks using the truck loading and turn around area, and from bottling noise, the height of the retaining wall on the south side of the loading area shall be extended to 6- feet above existing grade (above the retaining wall as depicted on project plans) and shall consist of masonry materials to act as a noise barrier. This noise barrier/retaining wall with a height of 6-feet above the existing ground level shall extend for 100-feet parallel to the southerly property line boundary of the winery site. The barrier height in relation to building pad elevation must be certified by the project engineer. The sound consultant shall confirm in writing that the design, location, and final construction of the noise barrier/retaining wall complies with the required noise standards as described in the Noise Study Addendum, prepared by Illingworth and Rodkin, dated August 16, 2017. (Refer to Sheets A0.00, A1.02, and A2.04 of the Project Plans, dated August 16, 2017).

    Mitigation Monitoring: Prior to temporary or final occupancy of the winery building or vesting of the Use Permit, a letter from the sound consultant shall be submitted to the Project Review Health Specialist confirming the noise barrier/retaining wall consisting of masonry materials has been located, designed, and constructed in accordance with the recommendations as described in the Noise Study Addendum, prepared by Illingworth and Rodkin, dated August 16, 2017.

23. The southern façade and part of the eastern façade of the Mechanical Equipment Room of the winery building shall be designed and constructed as solid walls with any and all materials recommended by the sound consultant to ensure a 28+ dBA reduction and meet 42dBA nighttime standard per adjusted Table NE-2 (Refer to Sheet A1.12 of the Project Plans, dated August 16, 2017).

    Mitigation Monitoring: Prior to issuance of any building permit for the winery building, project plans shall depict the southern façade and part of the eastern façade of the Mechanical Equipment Room of the winery building shall be installed with solid walls. Prior to temporary of final occupancy of the winery building, a letter from the sound consultant shall be submitted to the Project Planner confirming the solid walls have been constructed in accordance with the recommendations as described in the Noise Study Addendum dated August 16, 2017.

24. Prior to temporary or final occupancy of the winery building or tasting room buildings, a long term, on-going Noise Management and Monitoring Plan for event activities shall be submitted to the PRMD Project Review Health Specialist and found to be acceptable. The plan shall address potential cumulative noise impacts from all events in the area. Implementation of the on-going Noise Management and Monitoring Program shall be required upon operation of the project.

Septic:

25. Prior to building occupancy, all wastewater plumbing shall be connected to a sewage disposal system that has been constructed under permit for the proposed use by the PRMD Well and Septic Section. The Project Review Health Specialist shall receive a final clearance from the

District Specialist that all required septic system testing, design elements, construction inspections and any required operating permits have been met.

Wine Caves and Radon Gas:

26. Prior to completion of wine cave excavation, radon gas exposure shall be tested by an Electret-Passive Environmental Radon Monitor (E-PERM) or other method as approved by PRMD. A copy of the lab report shall be submitted to the Project Review Health Specialist. If radon gas is found to be present in excess of 25 pCi/L, then mitigation methods shall be implemented into the wine cave design.

27. Following construction but prior to wine cave operation, radon gas exposure shall be re-tested by an E-PERM or other method as approved by PRMD. A copy of the lab report shall be submitted to the Project Review Health Specialist. Where radon is found to be in excess of 100 pCi/L in areas where winery workers or guests are exposed, appropriate mitigation measures (such as continuous ventilation during human occupancy) shall be taken to comply with OSHA regulations. Where radon is found to be in excess of 25 pCi/L (25% of the maximum allowable exposure limit), airborne radioactive area signs shall be posted to conform to OSHA regulations.

OPERATIONAL REQUIREMENTS:

Water:

28. The property owner or lease holder shall have the backflow prevention assembly tested by an American Water Works Association certified Backflow Prevention Assembly Tester at the time of installation, repair, or relocation and at least on an annual schedule thereafter.

29. A safe, potable water supply shall be provided and maintained.

30. (a) The location of the wells, and groundwater elevations and quantities of groundwater extracted for this use shall be monitored quarterly and reported to PRMD in January of the following year pursuant to Section WR-2d of the Sonoma County General Plan and County policies. Annual monitoring fees shall be paid at the rate specified in the County Fee Ordinance. If the County determines that groundwater levels are declining in the basin, then the applicant shall submit and implement a Water Conservation Plan, subject to review and approval by PRMD.

    (b) The Permit Holder/Applicant shall not grant any future well easements or agreements which would allow water from the project site wells to be used by third parties or to be transferred for off-site use.

31. Required water meters shall be calibrated, and copies of receipts and correction factors shall be submitted to PRMD Project Review staff at least once every five years.

Septic:

32. Maintain the Annual Operating Permit for any package treatment plant, alternative (mound or pressure distribution) or experimental sewage disposal system installed per Sonoma County Code 24-32, and all applicable Waste Discharge Requirements set by the Regional Water Quality Control Board.

33. Use of the on-site wastewater disposal system shall be in accordance with the design and approval of the system.

34. All future sewage disposal system repairs shall be completed in the Designated Reserve areas and shall meet Class I Standards. Alternate reserve areas may be designated if soil evaluation and testing demonstrate that the alternative reserve area meets or exceeds all of the requirements that would have been met by the original reserve area. If wastewater ponds or a

package treatment plant are needed, then a modification of the Use Permit may be required, as determined by PRMD.

35. When permitted agricultural promotional events exceed 60 persons, the permit holder shall provide portable toilets meeting the following minimum requirements:

    a. An adequate number of portable toilets shall be provided, but in no case shall the number of portable toilets be less than one toilet per one hundred (100) event employees and visitors per day for day use.

    b. Portable hand washing facilities shall be provided with all portable toilets used for serving visitors or the public. Employees serving food to visitors or the public must have access to permanently plumbed running hot and cold water sinks plumbed to a permitted on-site wastewater treatment system or public sewer.

    c. Portable toilets shall be serviced as needed, but in no case less than once every seven days.

    d. The applicant shall provide an accessible portable restroom on the job site where required by Federal, State or local law, including but not limited to, requirements imposed under OSHA, the Americans with Disabilities Act or Fair Employment and Housing Act.

    e. Portable toilets shall not be brought on-site prior to 48 hours before the special event and shall be promptly serviced and removed within 48 hours after the special event.

    f. If complaints are received by PRMD regarding the number of available portable toilets that PRMD deems a valid complaint, the applicant or current operator of the Use Permit shall increase the number of portable toilets and/or increase the frequency of maintenance of the portable toilets for the remainder of the agricultural promotional event and at future agricultural promotional events as directed by PRMD. The property owner and/or his agent(s) are expected to maintain portable toilets and hand washing units so that:

        i) The holding tank does not leak or overflow.
        ii) Toilet paper is promptly replaced when the dispenser runs out.

        iii) Water, paper towels and soap are promptly replaced when the hand washing units run out.

        iv) The wait to use a portable toilet shall not be so long that people use alternatives to sanitary restroom facilities.

        v) Reliance upon portable toilets shall not create a public nuisance.

36. Portable toilets and portable hand-washing facilities shall be placed and maintained for employees as needed on the work sites, but in no case shall they be serviced less than once per three days when 24 hour operations are conducted, and once per seven days when only daytime operations are conducted. The permitee shall provide an accessible portable restroom on the job site where required by Federal, State or local law, including but not limited to, requirements imposed under OSHA, the Americans with Disabilities Act or Fair Employment and Housing Act.

<u>Consumer Protection:</u>

37. Obtain and maintain all required Food Facility Permits from the Sonoma County Environmental Health Division if required for the wine tasting activities approved in this Use Permit. State law allows for a wine tasting exemption from a Food Facility Permit. However, in order to qualify for the wine tasting exemption State law requires that no food or beverage be sold for on-site consumption except for wine tasting, prepackaged non-potentially hazardous beverages and crackers. No food or beverage shall be sold for off-site consumption except for bottles of wine

and prepackaged non-potentially hazardous beverages. Contact the Environmental Health Division at 565-6547 for information and instruction sheet. Note that no food service exceeding the limits specified under the planning conditions shall be authorized on this site by the issuance of any retail food facility permit, catering permit, mobile food vendor permit or building permit.

38. Obtain and maintain all required Food Industry Permits from the Sonoma County Environmental Health Division prior to serving any food.

Noise:

Noise shall be controlled in accordance with Table NE-2 (or an *adjusted* Table NE-2 with respect to ambient noise as described in General Plan 2020, Policy NE-1c,) as measured at the exterior property line of any affected residential or sensitive land use:

ABLE NE-2: *Adjusted* Maximum Allowable **Exterior Noise** Exposures

Hourly Noise Metric[1], dBA	Daytime[1] (7 a.m. to 10 p.m.)	Nighttime[1] (10 p.m. to 7 a.m.)
L50 (30 minutes in any hour)	45	40
L25 (15 minutes in any hour)	50	45
L08 (4 minutes 48 seconds in any hour)	55	50
L02 (72 seconds in any hour)	60	55

[1] The sound level exceeded n% of the time in any hour. For example, the L50 is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L02 is the sound level exceeded 1 minute in any hour.
[2] This table has been adjusted downward by 5dB for simple tone noises, music and speech.

TABLE NE-2: *Adjusted* Maximum Allowable **Special Event** Noise Exposures

Hourly Noise Metric[1], dBA	Daytime[2] (7 a.m. to 10 p.m.)	Nighttime[2] (10 p.m. to 7 a.m.)
L50 (30 minutes in any hour)	45	40
L25 (15 minutes in any hour)	50	45
L08 (4 minutes 48 seconds in any hour)	55	50
L02 (72 seconds in any hour)	60	55

[1] The sound level exceeded n% of the time in any hour. For example, the L50 is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L02 is the sound level exceeded 1 minute in any hour.
[2]This table has been adjusted downward by 5 dB due to events with speech and music.

39. No nighttime heavy truck deliveries and/or shipments is permitted, and no nighttime bottling is permitted between the hours of 10 P.M. and 7 A.M.)

Mitigation Monitoring: Any noise complaints will be investigated by PRMD staff. If violations are found, PRMD shall seek voluntary compliance from the permit holder and thereafter may initiate an enforcement action and/or revocation or modification proceedings, as appropriate. (Ongoing

40. Based on the Noise Element of the General Plan, the Environmental Noise Assessment prepared by Illingworth and Rodkin, dated March 7, 2017, and the Addendum dated August 16, 2017; and the current Site Plan; the following operational noise limitations apply to each of the buildings or site features on the project site:

    1. At the **Winery building** (*west side* of Westside Rd):
        - The use of amplified music or sound systems is not permitted either indoors or outdoors. This does not restrict the use of small personal music devices or personal computer music devices used by employees of the winery.
        - Acoustical music is not permitted either indoors or outdoors.

    2. At the **two tasting room buildings** (*east side* of Westside Rd):
        - The use of amplified music and sound is permitted indoors during daytime hours up to 9 P.M., with doors and windows closed.
        - The use of loud instruments (drums, cymbals, horns, and similar instruments) and acoustical music is permitted indoors with doors and windows closed.
        - Amplified music within the two tasting room buildings shall be maintained at normal, not peak amplification levels, such that the L50 level of the amplified music not exceed 72 dBA at a distance of 50 feet.
        - The use of outdoor music or sound systems is not permitted around the tasting room buildings.

    3. At **Picnic Walnut Grove** (*east side* of Westside Rd):
        - The use of outdoor amplified music or sound systems is not permitted in this area.
        - The use of loud instruments (drums, cymbals, horns, and similar instruments) is not permitted in this area.
        - The use of outdoor amplified speech is permitted, but limited to using a sound system mechanically set to limit the volume level to 78 dBA at 50 feet.
        - The use of quieter, **non-amplified,** acoustic musical instruments (such as piano, stringed instruments, woodwinds, flute, etc.) not exceeding the level of ordinary conversations of 60 dBA at 3 feet, is permitted outdoors in the Picnic Walnut Grove, during daytime hours only, and when in compliance with the *Adjusted* Noise Element of the Sonoma County General Plan and shall cease by 9 P.M.

    4. Outdoor event activities, including outdoor wine tasting, are only permitted at the Picnic Walnut Grove area, as depicted on the approved Site Plan.

    Mitigation Monitoring**:** If noise complaints are received from nearby residents, and they appear to be valid complaints in PRMD's opinion, then the applicant shall conduct a Noise Study to determine if the current operations meet noise standards and identify any additional noise Mitigation Measures if necessary. A copy of the Noise Study shall be submitted to the Project Review Health Specialist within sixty days of notification from PRMD that a noise complaint has been received. The owner/operator shall implement any additional Mitigation Measures needed to meet noise standards.

41. Agricultural promotional events shall not consist of weddings, concerts, dances or personal/business parties, but shall consist of wine marketing events, wine pairing meals or events promoting a specific aspect of Sonoma County agriculture.

    Mitigation Monitoring: If noise complaints are received from nearby residents, and they appear to be valid complaints in PRMD's opinion, then the applicant shall conduct a Noise Study to determine if the current operations meet noise standards and identify any additional noise Mitigation Measures if necessary. A copy of the Noise Study shall be submitted to the Project Review Health Specialist within sixty days of notification from PRMD that a noise complaint has been received. The owner/operator shall implement any additional Mitigation Measures needed

to meet noise standards.

Solid Waste:

42. All garbage and refuse on this site shall accumulate or be stored in non-absorbent, water-tight, vector resistant, durable, easily cleanable, galvanized metal or heavy plastic containers with tight fitting lids. No refuse container shall be filled beyond the capacity to completely close the lid. Garbage and refuse on this site shall accumulate or be stored for no more than seven calendar days, and shall be properly disposed of at a County Transfer Station or County Landfill before the end of the seventh day.

Smoking:

43. Smoking is prohibited at any public event, in any dining area, service area (including entry lines or ticket purchase lines) and in any enclosed area that is a place of employment (Sonoma County Code 32-6). "No Smoking" signs shall be conspicuously posted at the point of entry into every building where smoking is prohibited by Chapter 32 of the Sonoma County Code. The California Health and Safety Code (section 113978) also requires the posting of "No Smoking" signs in all food preparation areas, all retail food storage areas, and all food utensil washing areas. Note that Health and Safety Code section 113781 definition of food includes any beverage intended for human consumption.

44. A "Designated Smoking Area" may be established in unenclosed areas consistent with Sonoma County Code section 32-3. Designated Smoking Areas must be at least 25 feet away from any building or area where smoking is prohibited, must be conspicuously identified by signs as a smoking area, and shall be equipped with ash trays or ash cans.

GRADING AND STORM WATER:

"The conditions below have been satisfied BY _____ DATE _____

45. Grading and/or building permits require review and approval by the Grading & Storm Water Section of the Permit and Resource Management Department prior to issuance. Grading permit applications shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations.

46. A drainage report for the proposed project shall be prepared by a civil engineer, currently registered in the State of California, be submitted with the grading permit application, and be subject to review and approval by the Grading & Storm Water Section of the Permit and Resource Management Department. The drainage report shall include, at a minimum, a project narrative, on- and off-site hydrology maps, hydrologic calculations, hydraulic calculations, pre- and post-development analysis for all existing and proposed drainage facilities. The drainage report shall abide by and contain all applicable items in the Drainage Report Required Contents (DRN-006) handout.

47. Drainage improvements shall be designed by a civil engineer, currently registered in the State of California, and in accordance with the Sonoma County Water Agency Flood Control Design Criteria. Drainage improvements shall be shown on the grading plans and be submitted to the Grading & Storm Water Section of the Permit and Resource Management Department (PRMD) for review and approval. Drainage improvements shall maintain off-site natural drainage patterns, limit post-development storm water levels and pollutant discharges in compliance with PRMD's best management practices guide, and shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations. Drainage improvements shall not adversely affect adjacent properties or drainage systems.

48. The applicant shall provide grading plans, prepared by a civil engineer currently registered in the State of California, which clearly indicate the nature and extent of the work proposed and include all existing and proposed land features, elevations, roads, driveways, buildings, limits of grading, adequate grading cross sections and drainage facilities such as swales, channels, closed conduits, or drainage structures. The grading plans shall abide by and contain all applicable items from the Grading Permit Required Application Contents (GRD-004) handout.

49. Portions of the proposed project are located within a Special Flood Hazard Area (SFHA) and is affected by flooding from the Russian River. No fill shall be placed within a SFHA, unless an engineering analysis demonstrates that no reduction in the flood storage capacity within the SFHA will result from the fill placement and related improvements. Any land subject to inundation by a SFHA shall be delineated and shown on the grading plans as "SUBJECT TO INUNDATION" in one-inch lettering. The base flood elevation is estimated to be at 79 feet above mean sea level. The lowest floor elevation of any habitable structure must be at 80 feet or higher above mean sea level. The grading plans shall show all elevations based upon the North American Vertical Datum of 1988 (NVGD 88).

50. As part of the grading plans, the applicant shall include an erosion prevention/sediment control plan which clearly shows best management practices to be implemented, limits of disturbed areas, vegetated areas to be preserved, pertinent details, notes, and specifications to prevent damages and minimize adverse impacts to the environment. Tracking of soil or construction debris into the public right-of-way shall be prohibited. Runoff containing concrete waste or by-products shall not be allowed to drain to the storm drain system, waterway(s), or adjacent lands. The erosion prevention/sediment control plan shall abide by and contain all applicable items in the Grading Permit Required Application Contents (GRD-004) handout.

51. Residue or polluted runoff from the crush pad or from production areas/activities shall not be allowed to drain directly to the storm drain system, waterway(s) or adjacent lands. Crush pads and production areas shall be covered or drain directly to a proper waste disposal system. No diversion valves shall be allowed.

52. Runoff from waste receptacles or outside washing areas shall not be allowed to drain directly to the storm drain system, waterway(s) or adjacent lands. Areas used for waste receptacles and outside washing areas shall be covered and be separated from the rest of the project site by grade breaks that prevent storm water run-on. Any surface water flow from a waste receptacle or outside washing area shall not be permitted to enter the storm drain system without receiving appropriate treatment.

53. If the cumulative land disturbance of the project is equal to or greater than one (1) acre, then the project is subject to National Pollutant Discharge Elimination System (NPDES) requirements and must obtain coverage under the State Water Resource Control Board's General Construction Permit (General Permit). Documentation of coverage under the General Permit must be submitted to the Grading & Storm Water Section of the Permit and Resource Management Department prior to issuance of any grading permit for the proposed project.

TRANSPORTATION AND PUBLIC WORKS:

"The conditions below have been satisfied" BY _____ **DATE** _____

54. The Applicant, his or her personal representatives, and project consultants are advised that the issuance of building permits is subject to the payment of a development fee (Traffic Mitigation Fee) as required by Section 26, Article 98 of the Sonoma County Code. The fee is computed multiplying project Average Daily Traffic (ADT) by the commercial fee in effect at the time of permit issuance. Project ADT is the sum of case production ADT and permitted event ADT.

55. To allow for the smooth and safe movement of passenger vehicles entering and exiting the public

road that provides access to the property, entry to Westside Road shall conform to AASHTO recommendations. More specifically, the Applicant shall construct all driveway entrances to meet the following criteria:

a. A minimum paved throat width of 24 feet;

b. Return curves having a pavement radius sufficient to accommodate the wheel path of the largest vehicle entering the site; the design may incorporate paved tapers to insure right-turn movements are completed without the need to enter the opposing traffic lane.

c. The driveway shall enter Westside Road as close to perpendicular as possible, but in no case shall the driveway enter the public road at more than 20 degrees from perpendicular.

d. The entrance shall be surfaced with asphalt concrete a minimum distance of 25 feet from the edge of pavement.

e. The minimum sight distance for vehicles exiting the Project driveways shall be in accordance with the findings of the W-Trans traffic study dated March 10, 2016. Prior to issuance of a building permit for the winery building or wine cave, the Applicant shall implement all stopping sight distance improvements as recommended within the study. Improvement of the westerly driveway entry shall conform to the Winery Entry Grading Plan, dated June 26, 2017, prepared by Adobe Associates, Inc. The minimum finished grade shall be established 0.75 feet below the sightline. A hardscape shall be installed along this line to preserve sight distance. Alternatively, the finished grade shall be established 1.0' below the sightline with a low-growing ground cover planted on the surface. Any trees impacting the sight triangle shall be trimmed and maintained sufficiently above the ground surface to clear sight obstructions.

f. Refer to County of Sonoma Department of Transportation and Public Works Construction Standard Drawing 814, latest revision, for private road and driveway intersection details (http://sonomacounty.ca.gov/TPW/Roads/Services/Road-Data-and-Resources/Construction-Standards/).

g. An Encroachment Permit issued by PRMD shall be obtained prior to constructing any improvements within County road right-of-way.

h. All driveway entrance improvements shall be constructed prior to occupancy of any new structure.

56. Prior to PRMD issuance of temporary or final occupancy on building permits for the winery, the Permit Holder shall obtain necessary permits to install an automated swing or rolling gate at the winery production facility (west) project driveway. Fire and emergency access shall be provided per Fire requirements. The gate shall be setback a minimum distance of 30 feet from the edge of pavement. NOTE: Placement of temporary barricades in this driveway during events does not satisfy this requirement.

Mitigation Monitoring**:** PRMD shall not issue final or temporary occupancy on the winery or tasting room buildings, until the Permit Holder has obtained all necessary permits and has installed the automated swing or rolling gate at the winery production facility (west) project driveway. Fire and emergency access shall be provided per Fire requirements. The gate shall be setback a minimum distance of 30 feet from the edge of pavement.

57. To minimize pedestrian crossings at Westside Road, the winery production facility parking lot shall remain closed to the public, with the exception of the 30-person agricultural promotional events. During the 30-person events, a Parking Attendant shall monitor the gate to control vehicle and pedestrian access and egress of the winery facility.

58. All guest parking shall be provided on the tasting room side of the public road. The Department of Transportation and Public Works requires the installation of an automated swing or rolling gate at this driveway. Fire and emergency access shall be provided per Fire requirements. The gate shall be setback a minimum distance of 30 feet from the edge of pavement. Placement of temporary barricades in this driveway during events does not satisfy this requirement.

59. The Department of Transportation and Public Works recommends the Applicant update the project overflow parking plan to account for previously identified overflow spaces that are eliminated from the production facility parking lot.

60. Under the approval of an Encroachment permit and prior to issuance of any building permits for the winery building on the west side of the project site by PRMD, modifications to the embankment and vegetation on the Permit Holder's property on the northerly side of the project's west side driveway entrance shall be completed to allow a minimum of 250-feet of sight distance needed for the critical approach speed. The plans for the modification to the embankment shall be prepared by a Registered Civil Engineer and shown on the final grading plans for the project. The details of vegetation removal shall be done by a licensed landscape architect and depicted on the final landscape plans. This area shall be maintained with hardscape materials or low lying ground vegetation.

    Mitigation Monitoring: The Permit and Resource Management Department shall not issue any grading permit or building permit until the Encroachment permit has been approved to allow the modifications to the embankment and vegetation on the Permit Holder's property on the northerly side of the project's west side driveway entrance.

61. The existing Westside Farms sign shall be removed and this area left clear to provide adequate sight distance to the north.

    Mitigation Monitoring: The Permit and Resource Management Department shall not issue any grading permit until the Westside Farms sign has been removed.

62. Agricultural promotional events on the west side of the project site are limited to a maximum capacity of 30 guests. No industry wide events shall be held on the west side of the project site.

    Mitigation Monitoring: Failure by the Permit Holder to adhere to the 30-guest maximum on the west side of the project site or holding industry-wide events on the west side of the project site is considered a violation of the Use Permit conditions and subject to modification or revocation proceedings.

63. To minimize pedestrian crossings at Westside Road, the winery production facility (west) parking lot shall remain closed to the general public. All guest parking shall be provided on the tasting room side (east) of the public road. (On-going Condition).

    Mitigation Monitoring: Failure by the Permit Holder to keep the automated gate closed to the general public is considered a violation of the Use Permit conditions and subject to modification or revocation proceedings. (On-going Condition).

64. Parking of vehicles and/or trucks associated with this winery facility is not permitted along any public or private roadways, or shared vineyard roads.

    Mitigation Monitoring: If the Permit and Resource Management Department receives complaints that vehicles and/or trucks associated with this winery facility are being parked along public roadways, PRMD staff would investigate the complaint and if the condition is violated the use permit may be subject to modification.

65. For the larger industry-wide events and agricultural promotional events of 100 guests or more, at least two parking attendants shall be on duty to direct traffic and guide the on-site parking of guest vehicles. Parking attendants shall remain on duty throughout the duration of the events.

    Mitigation Monitoring: If the Permit and Resource Management Department receives complaints that parking attendants are not on duty during the larger industry-wide events and agricultural promotional events, PRMD staff would investigate the complaint and if the condition is violated the use permit may be subject to modification.

FIRE AND EMERGENCY SERVICES:

"The conditions below have been satisfied BY _____ DATE _____

66. As a condition of approval by Sonoma County Fire and Emergency Services and the Local Fire Protection District, this project is subject to the Sonoma County Fire Safety Ordinance (Sonoma County Code). All applications for development approvals must be approved by the Sonoma County Fire Marshal, and shall be accompanied when required by code; plans, engineering calculations, and other data necessary to determine compliance with the provisions of the codes, and shall be in compliance with the following conditions: (Ref. California Code of Regulations Title-14, Division 1.5,Chapter 7, Subchapter 2, Articles 1 – 5, when located in the State Responsibility Area (SRA), & Sonoma County Code Chapter 13, Article IV, Section 13-17 & Sonoma County Code Chapter 13.

67. Prior to any construction, or changes in use of existing building or facilities, applicable Fire Code construction permits required by Chapter 1, Division II of the California Fire Code as adopted and amended by Sonoma County Code shall be obtained from the Sonoma County Fire and Emergency Services Department.
    a. The applicant or owner shall demonstrate all existing use permit conditions are in compliance and recommend changes to address previously approved conditions set by the Fire Code Official.

68. Applicant shall provide evidence to Sonoma County Fire that the fire service features for buildings, structures and premises will comply with the California Fire Code as adopted and amended by Sonoma County Code. Including but not limited to: fire apparatus access roads; access to building openings and roofs; premises identification and road naming; gate access & key boxes; fire protection water supplies; and building features.
    a. Access roads: minimum emergency access is required to provide safe access for emergency fire equipment and civilian evacuation concurrently, and to allow unobstructed traffic circulation during a wildfire or other emergency.
    i. Newly constructed access roads from every building to a public street shall be all-weather hard-surfaced (suitable for use by fire apparatus) right-of-way of an approved width and shall extend to within 150 feet (45 720 mm) of all portions of the exterior walls of the first story of buildings as measured by an approved route around the exterior of the building or,
    ii. Buildings occupying greater than 62,000 sqft in total area on the same lot shall have additional fire apparatus access roads from two separate locations or as approved by the fire code official. See appendix D section D104 the exception is deleted by county amendment.
    iii. Buildings with a average height of greater than 30-0 feet shall meet aerial access per D105
    iv. Buildings meeting the requirements of D106 and D107 shall have additional access roads as approved by the fire code official.
    b. Premises Identification and Road Naming: Approved road names & signs, address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road shall be provided.
    c. Gates: Where gates or similar barriers are installed across access roads, an approved lock shall be installed as required by the fire code official.

d. Water Supply: An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises.
e. Building features: Fire sprinklers are required and fire alarm system is required.

69. Applicant shall provide evidence to Sonoma County Fire that applicable Fire Code Operational Permits required by Chapter 1, Division II of the California Fire Code as adopted and amended by Sonoma County Code will be obtained from Sonoma County Fire or the local fire code official.

70. Applicant shall provide a written "Fire Safety and Evacuation Plan" (as required by Section 403 and 404 of the California Fire Code) to Sonoma County Fire for approval. This includes but not limited to medial trained staff, fire watch, crowd managers. This plan shall be re-evaluated at any time when requested in writing by the fire code official.

a. This shall be also provided for the special events larger than 100 persons.

71. Applicant shall provide evidence to Sonoma County Fire that there are enough parking spaces to support the proposed activity without compromising emergency access. A ratio of two persons per vehicle shall be used in making such calculations.

72. Applicant shall provide to Sonoma County Fire evidence of the type of winery cave that is on the facility – either Type-1, 2, or 3. Type 1 Winery Caves are not permitted for public access. Type-2 winery caves permit limited public access. Unless the winery cave is a Type 2 or Type 3 winery cave, it shall not be permitted to be used for any events.

a. Wine caves may be required to be sprinklered and provide a fire alarm system

73. Prior to any business operation, applicant shall provide evidence to Sonoma County Fire that the prevention, control and mitigation of dangerous conditions related to storage, dispensing, use and handling of hazardous materials will be in accordance with Chapter 50 of the California Fire Code as adopted and amended by Sonoma County Code.

a. Provide CUPA Exemption form
b. Provide CERS ID Number
c. Contact Hazmat CUPA Division for inspection clearance 707-565-1152

74. Due to the scope of this project a Fire Services Pre-Construction meeting is required at the applicant's cost with the local fire authority included.

PLANNING:

"The conditions below have been satisfied BY _____ DATE _____

75. This Use Permit is for a winery with a maximum annual production capacity of 60,000 cases with a wine cave, a public tasting room, and a reserve tasting room with a two guest-room marketing accommodation on the upper floor. The Use Permit also includes participation in two industry-wide events days per year with a maximum of 300 people on site per event and 20 agricultural promotional events per year with a range of maximum guests (10 events with 30 guests, 5 events with 60 guests, and 5 events with 120 guests). No weddings, receptions, or concerts are permitted.

On the west side of the project site at the winery, agricultural promotional event size is limited to a maximum of 30 guests, which equates to 12 vehicles using the standard ratio of 2.5 people per vehicle. Industry-wide events will not be held on this side of the project site. The agricultural promotional events on the west side will be business and marketing related technical tastings.

The 20 authorized agricultural promotional events must promote and market agricultural products

grown or processed in the County and be secondary and incidental to agricultural production. All event activities must be directly related to and promote agricultural products grown or processed on the property.

Hours of operation:

- Winery operations: Monday through Friday, 7:00 a.m. to 6:00 p.m. Non-Harvest Season
  Monday through Friday, 6:00 a.m. to 10:00 p.m. Harvest Season

- Tasting Room hours: 10:00 a.m. to 5:00 p.m., 7 days a week
- Industry- Wide events: 11:00 a.m. to 5:00 p.m., two event days per year
- Agricultural Promotional Events: Varies. 11 a.m. to 3 p.m., 9 a.m. to 9 p.m., or 6 p.m. to 9 p.m. with all clean up completed by 10:00 p.m.

Any proposed modification, alteration, and/or expansion of the use authorized by this Use Permit shall require the prior review and approval of PRMD or the Board of Zoning Adjustments, as appropriate. Such changes may require a new or modified Use Permit and additional environmental review. The use shall be operated in accordance with the proposal statement and site plan (as amended by this application) located in File No. UPE14-0008.

76. This Use Permit (UPE14-0008) shall supersede all prior Use Permits, upon implementation or when all the pre-operational conditions have been met and this Use Permit is vested.

77. Prior to temporary or final occupancy on either the hop kiln or hop bale barn, the applicant shall submit a complete application and current processing fee for Level 1 zone change to add the HD Combining Zone and Landmarks designation on APN 110-240-031 (east side of Westside Road) prior to issuance of any grading or building permit on that parcel. (Adding the HD overlay zone may be processed as a part of the Comprehensive Planning Division's semi-annual package of zone changes required as conditions of approval.)

Mitigation Monitoring: PRMD shall not allow temporary or final occupancy on either the hop kiln or hop bale barn until the applicant has submitted a complete application and current processing fee for Level 1 zone change to add the HD Combining Zone and Landmarks designation on APN 110-240-031 and-032 (east side of Westside Road).

Noise:

78. NOTE ON GRADING, IMPROVEMENT, AND BUILDING PLANS:

Construction activities associated with this project shall be restricted as follows:

a. All internal combustion engines used during construction of this project will be operated with mufflers that meet the requirements of the State Resources Code, and, where applicable, the Vehicle Code. Equipment shall be properly maintained and turned off when not in use.

b. Except for actions taken to prevent an emergency, or to deal with an existing emergency, all construction activities shall be restricted to the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. and 5:00 p.m. on weekends and holidays. If work outside the times specified above becomes necessary, the applicant shall notify the PRMD Project Review Division as soon as practical.

c. There will be no starting up of machines nor equipment prior to 7:00 a.m, Monday through Friday or 9:00 am on weekends and holidays; no delivery of materials or equipment prior to 7:00 a.m nor past 7:00 p.m, Monday through Friday or prior to 9:00 a.m. nor past 7:00 p.m. on weekends and holidays and no servicing of equipment past

7:00 p.m., Monday through Friday, or weekends and holidays. A sign(s) shall be posted on the site regarding the allowable hours of construction, and including the developer's phone number for public contact.

d. Pile driving activities shall be limited to 7:30 a.m. to 7:00 p.m. weekdays only.

e. Construction maintenance, storage and staging areas for construction equipment shall avoid proximity to residential areas to the maximum extent practicable. Stationary construction equipment, such as compressors, mixers, etc., shall be placed away from residential areas and/or provided with acoustical shielding. Quiet construction equipment shall be used when possible.

f. The Permit Holder shall designate a Project Manager with authority to implement the mitigation prior to issuance of each building/grading permit. The Project Manager's phone number shall be conspicuously posted at the construction site. The Project Manager shall determine the cause of noise complaints (e.g. starting too early, faulty muffler, etc.) and shall take prompt action to correct the problem.

Mitigation Monitoring : PRMD staff shall ensure that the note listed above has been placed on all grading, building, and improvement plans prior to issuance of permits. Any noise complaints will be investigated by PRMD staff. If violations are found, PRMD shall seek voluntary compliance from the permit holder and thereafter may initiate an enforcement action and/or revocation or modification proceedings, as appropriate. (Ongoing)

Marketing Accommodations:

79. The two guest room marketing accommodations located on the upper floor of the reserve tasting room (hop bale barn) shall not be used for commercial purposes, including, but not limited to, transient occupancy, vacation rental, hosted vacation rental, or farm stay; and a form of monetary compensation shall not be accepted or exchanged. The marketing accommodations are limited to use by private guests of the winery operator or the winery owners.

Mitigation Monitoring: If the Permit and Resource Management Department receives a complaint that the marketing accommodations are being used for occupancy beyond private guests of the winery operator or the winery owners, PRMD staff shall investigate the complaint and if the condition is violated the Use Permit may be subject to modification or revocation

Planning Fees:

80. This "At Cost" entitlement is not vested until all permit processing costs and development fees are paid in full. Additionally, no grading or building permits shall be issued until all permit processing costs and development fees are paid in full.

81. Construction of new or expanded non-residential development on each lot shall be subject to Workforce Housing Requirements pursuant to 26-89-045 of the Sonoma County Code.

PRIOR TO BUILDING/GRADING PERMIT PHASE

82. Building permits for the winery building and east side tasting room conversions shall be filed simultaneously. The applicant expects the tasting room improvements to be completed before completion of the winery building and wine cave construction. The winery building construction shall begin prior to final occupancy of the tasting room buildings to ensure the project site does not convert to stand-alone tasting rooms. The winery building construction must be completed and granted final occupancy within two years of commencement of the tasting rooms operations, or all tasting room uses shall cease until such time the winery building receives final occupancy.

83. Prior to building permit issuance for the tasting rooms, the property owners shall execute and record a Right-to-Farm declaration on a form provided by PRMD.

Design Review:

84. Prior to issuance of any grading permit for the winery or tasting room development project, a joint meeting shall be held by the Design Review Committee and Sonoma County Landmarks Commission to review and grant final approval on the site plan, building elevations, circulation, parking, landscaping, fencing, irrigation, signage, and exterior lighting plans to minimize any visual impact through design and landscaping improvements. Also, as recommended by the Board of Zoning Adjustments, the installation of solar panels on the roof of the winery building shall be reviewed and considered by DRC. The applicant shall comply with the recommendations listed on the joint DRC/Landmarks Commission Action Sheet, dated December 2, 2014, and any subsequent recommendations.

    Mitigation Monitoring: The Permit and Resource Management Department shall not issue any grading, building, or other development permit until the required plans have been given final approval from the Design Review Committee and Sonoma County Landmarks Commission. PRMD shall not issue temporary or final occupancy for any related building permit until a site inspection of the project site has been conducted by the Project Planner to verify exterior building colors, landscape improvements, signage, and exterior lighting have been installed in accordance with approved plans.

85. Prior to issuance of building permits for the winery and/or tasting room buildings, an exterior lighting plan shall be submitted to the Design Review Committee and Sonoma County Landmarks Commission for a joint-committee review and approval. Exterior lighting is required to be fully shielded from off-site views, and directed downward to prevent "wash out" onto adjacent properties or the night sky. Generally, fixtures should accept sodium vapor lamps and not be located at the periphery of the property. Flood lights are not allowed. The lighting shall be installed in accordance with the approved lighting plan during the construction phase.

    Mitigation Monitoring: The Permit and Resource Management Department shall not issue building permits for the winery and/or tasting room buildings until an exterior lighting plan has been reviewed and approved by the Design Review Committee and Sonoma County Landmarks Commission in a joint-committee review, consistent with the above mitigation measures and County standards. The Permit and Resource Management Department shall not sign off temporary or final occupancy on any related Building Permit for the winery or tasting room buildings until a site inspection of the property has been conducted that indicates all lighting improvements have been installed according to the approved plans and conditions. If light and glare complaints are received, the Permit and Resource Management Department shall conduct a site inspection and, if warranted, require that the property be brought into compliance or initiate procedures to revoke the permit.

    With implementation of the foregoing mitigation, potential impacts due to new sources of exterior lighting and glare would be reduced to a level of insignificance.

86. Additional measures for lighting impacts include: Lighting plans shall be designed to meet the Lighting Zone (LZ2 for rural) standards from Title 24 effective October 2005.

87. All exterior fixtures shall be limited to lamps (light bulbs not exceeding 100 watts.

88. The project site is subject to the VOH district requirements to mitigate for removal of any Valley Oak tree under Section 26-67-030 of the Zoning Code. Any removal of any large valley oak, or any small valley oaks having a cumulative diameter at breast height greater than sixty inches (60″), on any property within the VOH district, the Permit Holder shall mitigate the resulting valley

oak loss by one of the following measures:

(1) retaining other valley oaks on the subject property,
(2) planting replacement valley oaks on the subject property or on another site in the county having the geographic, soil, and other conditions necessary to sustain a viable population of valley oaks,
(3) a combination of measures (1) and (2), or
(4) payment of an in-lieu fee, which shall be used exclusively for valley oak planting programs in the county.

The Permit Holder has the sole discretion under the VOH district criteria to determine which mitigation measure to use to mitigate the valley oak loss. The requirements for each mitigation measure are specified in the Table under Section 26-67-030 of the Zoning Code. Prior to occupancy of the winery or tasting room building whichever is first, the mitigation measure shall be implemented.

Mitigation Monitoring: Prior to issuance of any grading or building permits, or prior to final design review before a joint meeting with the Design Review Committee/Sonoma County Landmarks Commission, an appropriate form of mitigation set forth in the Table under Section 26-67-030 of the Zoning Code shall be incorporated into the project and the projects' final landscape plan. Prior to final occupancy on the winery or tasting room buildings whichever is first, the mitigation measure shall be implemented.

89. NOTE ON GRADING PLANS**:** "In the areas of project development, construction fencing shall be installed under the drip-line of all trees that will be retained. Construction fencing shall be placed to ensure that no construction equipment, fill, staging or storage will impact the root zone of these oaks. An arborist shall inspect the location of the construction fencing to insure the root zones of the trees to remain are protected."

Mitigation Monitoring**:** PRMD shall ensure the note has been placed on all grading plans. Also prior to any grading activities the Permit Holder shall submit to the Project Planner evidence through photographs and an arborist letter that construction fencing has been installed prior to issuance of any related grading or building permits for the project.

90. Native trees to be removed greater than 6" DBH should be replaced by planting same species Plantings of native oaks on site at a ratio of 5 to 1 should be installed within the project landscape plan. It is recommended that new landscape plantings utilize as many native species as possible (shrubs and trees).

Mitigation Monitoring: PRMD shall require any planting of any replacement native oaks trees is done prior to issuance of final occupancy of the winery and tasting room buildings for the project.

91. NOTES ON GRADING, IMPROVEMENT, AND BUILDING PERMIT PLANS:

"The following cultural resource protection measures shall be included in the project:

1. All employees or others on the project site/job site shall be told that no artifacts are to be removed from the area except through authorized procedures. In this usage "artifacts" means any item over fifty (50) years of age. As a general rule artifacts greater than 100 years of age should be considered important unless a specific evaluation determines otherwise.

2. If archaeological or paleontological resources are found, all earthwork in the vicinity of the find shall cease, and PRMD staff shall be notified so that the find can be evaluated by a qualified archaeologist. When contacted, a member of PRMD Project Review staff and project archaeologist shall visit the site to determine the extent of the resource and to develop proper mitigation measures required for the discovery. No further grading in the vicinity of the find shall commence until a mitigation plan is approved and completed subject to the review and approval

of the archaeologist and Project Review staff.

3. All employees or others on the job site shall be educated and informed that no artifacts are to be removed from the area except through authorized procedures. It should be made clear to all individuals and companies associated with any project that any artifacts found in the course of work are the property of the Agency. It is not up to the contractor to determine what the agency considers important.

4. Any artifacts that are found on or near the project area are to be turned over to, or brought to the attention of, the inspector, project manager, or the discoverer's immediate supervisor.

5. Whenever any artifact is found or reported, a tag should be included that indicates the following: (A) the identity of the finder and the date of discovery; (B) the identity of the inspector or other responsible individual to whom the artifact is given; (C) a description of the location where the artifact was found, such as the approximate distance and direction to the nearest measured point, identification of a point on the building plans, or other reliable, accurate method; and (D) a description of the artifact that will allow it to be identified if the tag and artifact are separated.

6. The inspector shall carry a small supply of plastic baggies and 3x5 cards for documentation of artifacts. The artifact, if portable, should be transported to a safe location where it can be kept until it can be inspected by an archaeologist. "

Mitigation Monitoring: PRMD staff shall ensure that the notes listed above has been placed on all grading, building, and improvement plans prior to issuance of permits. The Permit Holder shall ensure the above protection measures are implemented during ground disturbing activities and project construction. If violations occur, PRMD shall seek voluntary compliance from the Permit Holder and thereafter may initiate an enforcement action and/or Use Permit revocation or modification proceedings, as appropriate. (Ongoing).

92. The Permit-Holder shall be responsible to ensure:

a. There shall be a qualified archaeological monitor and/or tribal monitor present during all initial ground- disturbing activities into native soils on the project. The tribal monitor shall be, but not limited to, a representative(s) of the Lytton Rancheria. The qualified archaeological monitor and/or tribal monitor shall have the authority to stop and redirect grading activities to evaluate any tribal cultural resources discovered on the property. Such evaluation shall be done in consultation with the appropriate tribe. However, if the archaeologist and tribal monitor determine, based on their knowledge and experience, that there is no further need for monitoring, the monitoring may cease.

b. All building and/or grading permits shall have the following note printed on plan sheets:

"In the event that archaeological resources such as pottery, arrowheads, midden or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work shall be halted in the vicinity of the find and County PRMD project Review staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. PRMD staff may consult and/or notify the appropriate tribal representative from tribes known to PRMD to have interests in the area. Artifacts associated with prehistoric sites include humanly modified stone, shell, bone or other cultural materials such as charcoal, ash and burned rock indicative of food procurement or processing activities. Prehistoric domestic resources include hearths, firepits, or house floor depressions whereas typical mortuary resources are represented by human skeletal remains. Historic artifacts potentially include all byproducts of human land use greater than 50 years of age including trash pits older than 50 years of age. When contacted, a member of PRMD project Review staff and the archaeologist shall visit the site to determine the extent of the resources and to develop and coordinate proper protection/mitigation measures required for the discovery. PRMD may refer the mitigation/protection plan to designated tribal representatives for review and comment. No work

shall commence until a protection/mitigation plan is reviewed and approved by PRMD project Review staff. Mitigations may include avoidance, removal, preservation and/or recordation in accordance with California law. Archeological evaluation and mitigation shall be at the applicant's sole expense.

If human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and PRMD staff, County Coroner and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American, the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" can be designated and the appropriate provisions of the California Government Code and California Public Resources Code will be followed."

Mitigation Monitoring: Prior to any ground disturbing or grading activities, the Permit Holder shall be responsible for ensuring a qualified archaeological monitoring and/or tribal monitor is present during all initial ground-disturbing activities into native soils on the project. The PRMD shall not issue any grading or building permit until staff has determined the above note has been placed on the plans. In the event that archaeological resources, tribal cultural resources, or cultural resources are discovered, such as pottery, arrowheads, midden, or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work shall be halted in the vicinity of the find and County PRMD project Review staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. Failure by the Permit-Holder to comply with these requirements shall be considered a violation of the Use Permit and may result in the modification or revocation proceedings of the said Use Permit.

93. The installation of adequate bicycle racks near the entrance to the proposed public tasting rooms. Please reference the bicycle parking standards provided on pages 19 and 20 of the 2010 Sonoma County Bicycle and Pedestrian Plan, which can be found via the following link; http://www.sonoma-county.org/prmd/docs/misc/bikeplandraft.pdf. Bicycle spaces are provided at a ratio of 1 bicycle space for every 5 vehicle spaces. Additional bicycle parking guidelines are also provided by the Association of Pedestrian and Bicycle Professionals (APBP), which can be found online at the following website; http://www.apbp.org/resource/resmgr/publications/bicycle_parking_guidelines.pdf. Please note that the SCBPAC recommends the installation of inverted-U style bicycle racks.

Construction Phase:

94. NOTE ON ALL GRADING, BUILDING, AND IMPROVEMENT PLANS:

"The Permit Holder shall be responsible for controlling dust and debris during all construction phases. Consistent with BAAQMD guidance, the following measures shall be implemented by the permit holder on the project site during the construction period:

a. Water all active construction areas at least twice daily

b. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.

c. Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites.

d. Sweep daily (preferably with water sweepers) all paved access roads, parking areas and staging areas at construction sites.

e. Hydro-seed or apply (non-toxic) soil stabilizers to inactive construction areas.

f. Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles dirt, sand, etc.

g. Limit traffic speeds on unpaved access roads to 15 mph.

h. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.

i. Replant vegetation and ground cover in disturbed areas as quickly as possible. The Permit Holder shall be responsible for controlling dust and debris during all construction phases."

Mitigation Monitoring: If dust complaints are received, PRMD staff shall conduct an on-site investigation. If it's determined by PRMD staff that complaints are warranted, the Permit Holder shall implement greater or additional dust control measures as determined by PRMD or PRMD may issue a stop work order.

95. Prior to issuance of final occupancy on any related building permit, landscape planting and irrigation shall be installed in accordance with the plans approved by the Design Review Committee and Sonoma County Landmarks Commission. A site inspection by the Project Planner is required and a letter from the Landscape Architect or Contractor must be submitted verifying landscape and irrigation installation is in accordance with approved plans.

Mitigation Monitoring: The Permit and Resource Management Department shall not issue final occupancy on any building related permit until it has been verified by a site inspection by the Project Planner and a letter from the Landscape Architect or Contractor that landscaping and irrigation have been installed in accordance with approved plans.

With the implementation of these mitigation measures, the project effect on scenic vistas and scenic resources would be reduced to a less than significant impact. (Also see item 1.d, below, regarding mitigation for night lighting.)

96. NOTE ON ALL GRADING, BUILDING, AND IMPROVEMENT PLANS**:** "To avoid or minimize potential impacts to passerines and raptors that may potentially nest in the trees**,** the following requirements shall be implemented during all stages of project development and construction:

1. Grading or removal of nesting trees should be conducted outside the nesting seasons, which occurs between approximately February 15 and August 15.

2. If grading between August 15 and February 15 is infeasible and groundbreaking must occur within the nesting season, a pre-construction nesting bird (both passerine and raptor) survey of the grasslands and adjacent trees shall be performed by a qualified biologist within 7 days of ground breaking. If no nesting birds are observed no further action is required and grading shall occur within one week of the survey to prevent "take" of individual birds that could begin nesting after the survey.

3. If active bird nests (either passerine and/or raptor) are observed during the pre-construction survey, a disturbance free buffer zone shall be established around the nest trees until the young have fledged, as determined by a qualified biologist.

4. The radius of the required buffer zone can vary depending on species, (i.e., 75-100 feet for passerines and 200-300 feet for raptors), with the dimensions of any required buffer zones to be determined by a qualified biologist in consultation with CDFW.

5. To delineate the buffer zones around a nesting tree, orange construction fencing shall be placed at the specified radius from the base of the tree within which no machinery or workers shall intrude.

6. After protective construction fencing is in place around the buffer zones, there will be no restrictions on grading or construction activities outside the prescribed buffer zones."

   Mitigation Monitoring: PRMD staff shall ensure that the above mitigation measures are listed on all grading, building and improvement plans, prior to issuance of grading or building permits. Failure by the applicant to comply with the above requirements may result in a revocation or modification of the Use Permit.

97. NOTE ON ALL GRADING, BUILDING, AND IMPROVEMENT PLANS**:** "To prevent direct mortality of bats that may roost in tree cavities, crevices, exfoliating bark, or foliage of the trees identified on the site, the following requirements shall be implemented during all stages of project development and construction:

1. Potential habitat trees shall be removed only between approximately March 1 or when evening temperatures are above 45° F and rainfall less than ½ " in 24 hours occurs, and April 15, prior to parturition of pups. The next acceptable period is after pups become self-sufficient (September 1 through October 15), or prior to evening temperatures dropping below 45°F and onset of rainfall greater than ½" in 24 hours.

2. Tree removal shall be conducted using a two-stage process over two consecutive days. With this method, small branches and small limbs containing no cavity or crevice or exfoliating bark habitat on habitat trees, as identified by a qualified bat biologist are removed first on day 1, using chainsaws only (no dozers, backhoes, etc.). The following day (Day 2), the remainder of the tree is to be removed. The disturbance caused by chainsaw noise and vibrations, coupled with physical alteration, has the effect of causing colonial bat species to abandon the roost tree after nightly emergence for foraging. Removing the tree the next day prevents re-habitation and re-occupation of the altered tree.

3. Trees containing suitable potential habitat must be trimmed with chainsaws on Day 1 under initial field supervision by a qualified bat expert to ensure that the tree cutters fully understand the process, and avoid incorrectly cutting potential habitat features or trees. After tree cutters have received sufficient instruction.

4. All other vegetation other than trees within the Limit of Work should be removed prior to tree removal, according to the dates provided above. If vegetation must be removed outside those dates, a 50-ft buffer around each habitat tree should be observed to reduce likelihood of abandonment of the roost and young.

5. If non-habitat trees must be removed outside seasonal periods of bat activity as described above, a 50-ft. buffer around each habitat tree shall be observed to reduce likelihood of abandonment of the roost and young.

6. In order to minimize potential take of solitary bats, tree removal should begin with small trees and vegetation on the site, followed by smaller trees in each location where trees are to be removed. Only chainsaws should be used, to create a noise disturbance that will be sufficient to cause roosting individual to abandon the site.

   Mitigation Monitoring**:** PRMD staff shall ensure that the above mitigation measures are listed on all grading, building and improvement plans, prior to issuance of grading or building permits. Failure by the applicant to comply with the above requirements may result in a revocation or modification of the Use Permit.

98. NOTE ON ALL GRADING, BUILDING, AND IMPROVEMENT PLANS**: "**To prevent direct mortality of bats that may roost in structures on the site, the following requirements shall be implemented during all stages of project development and construction:

A. Large Barn: Under direct supervision of a qualified bat biologist, and only during "seasonal periods of bat activity", conduct partial dismantling of portions of the exterior siding and roofing materials to increase light and airflow into structure, causing bats to abandon the structure of their own volition. All walls will require some removal of siding material to accomplish this, but the upper loft will also require supplemental lights aimed up from the floor directly beneath the hop cars to cause bats to abandon the roost crevices.

"Seasonal periods of bat activity" are identified as:

1. Between March 1 (or when heavy rains [greater than ½" in 24 hrs.] cease and/or evening temperatures remain above 45F) and April 15 (after which time females will begin to give birth to pups.

2. Between September 1 (after all pups are self-sufficient) and approximately October 15 (or before heavy rains [greater than ½" in 24 hrs.] begin and/or evening temperatures fall below 45F)

B. South Hop Barn: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity, conduct partial dismantling of portions of exterior siding and roofing materials to increase light and airflow into structure, causing bats to abandon the structure of their own volition. All walls will require some removal of siding material to accomplish this. Refer to mitigation above to identify the seasonal periods of bat activity.

C. North Hop Barn: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity, conduct partial dismantling of portions of exterior siding and roofing material to increase light and airflow into the structure, causing bats to abandon the structure of their own volition. All walls will require some removal of siding material to accomplish this. Refer to mitigation above to identify the seasonal periods of bat activity.

D. Residence: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity, conduct partial dismantling of portions of exterior siding and roofing materials to increase light and airflow into the structure, causing the bats to abandon the structure of their own volition. All walls and portions of the soffit boards will require some removal of material to accomplish this. Refer to mitigation above to identify the seasonal periods of bat activity.

E. Chicken Shed: No further actions are required to prevent the use by bats or take of roosting bats.

F. Pump/Storage Barn: To reduce the likelihood of this building being used by bats abandoning the larger structures, all doors should be left open during the day and night hours. No further actions are required."

Mitigation Monitoring **:** PRMD staff shall ensure that the measures are listed on all grading, building and improvement plans, prior to issuance of grading or building permits. Failure by the applicant to comply with the above requirements may result in a revocation or modification of the Use Permit.

99. To protect the potential presence of the western pond turtle and its habitat, the following terms are required:

a. Establish and maintain a minimum 50-foot wide setback around the reservoir prior to any ground disturbing activities or project construction. Except for the exclusions stated herein, no activities shall occur within the setback area. Excluded from the setback area required by this term are any features, and access to such features, that are currently in existence and are delineated on the proposed development map. Features are defined as including but not limited to: cropland and planted landscape areas, roads and roadways, bridges, equipment and material storage areas, buildings, structures, fences, wells, pipes, drainage facilities, utility lines and poles, pumps, sumps, and water diversion and storage facilities. Planting and irrigation of riparian vegetation within the setback area is allowed;

b. A qualified biologist shall conduct a pre-construction survey for western pond turtle, in those areas not already paved or graveled. If pond turtle is observed in the proposed construction area, the biologist shall notify CDFW and provide a relocation plan for the individual.

c. In the future, prior to dredging the reservoir, a plan should be created to avoid disturbing the emergent (wetland) vegetation around the reservoir during dredging operations. Approval of any dredging operations should be obtained from the California Department of Fish and Wildlife; a. Establish and maintain a minimum 50-foot wide setback around the reservoir.

Mitigation Monitoring**:** Prior to issuance of any grading permit or any ground disturbing activities, the Permit Holder shall be responsible for establishing a 50-foot wide setback from the existing reservoir. Under the guidance of a qualified biologist, Wildlife Exclusion Fencing (WEF) shall be installed at the edge of the 50-foot setback line and shall remain in place throughout the duration of the project and while construction activities are ongoing. Upon project completion the WEF can be completely removed and the areas returned to original condition or better.

100. A total of 21 trees are proposed for removal as part of the project development, they include: 6 coast live oak trees, 5 valley oaks, 4 cottonwoods and one redwood, all of which are native trees. Prior to final design review before a joint meeting with the Design Review Committee/Sonoma County Landmarks Commission and prior to PRMD issuance of any grading or building permit, a certified arborist shall submit a final tree survey and inventory to the Project Planner. The arborist shall provide the replacement value of the trees to be removed and the protection measures during construction activities for the remaining trees. A final landscape plan shall be based on the findings of the arborist report address the replacement of any native specimens.

Mitigation Monitoring: Prior to final design review before a joint meeting with the Design Review Committee/Sonoma County Landmarks Commission and prior to issuance of any grading or building permits, the Project Planner shall review the arborist report and shall review the final design plans to ensure that the replacement trees are incorporated into the final landscape plan.

101. The project site is subject to the VOH district requirements to mitigate for removal of any Valley Oak tree under Section 26-67-030 of the Zoning Code. Any removal of any large valley oak, or any small valley oaks having a cumulative diameter at breast height greater than sixty inches (60″), on any property within the VOH district, the Permit Holder shall mitigate the resulting valley oak loss by one of the following measures:

(1) retaining other valley oaks on the subject property,

(2) planting replacement valley oaks on the subject property or on another site in the county having the geographic, soil, and other conditions necessary to sustain a viable population of valley oaks,

(3) a combination of measures (1) and (2), or

(4) payment of an in-lieu fee, which shall be used exclusively for valley oak planting programs in the county.

The Permit Holder has the sole discretion under the VOH district criteria to determine which mitigation measure to use to mitigate the valley oak loss. The requirements for each mitigation measure are specified in the Table under Section 26-67-030 of the Zoning Code. Prior to occupancy of the winery or tasting room building whichever is first, the mitigation measure shall be implemented.

102. The following dust control measures will be included in the project:

a. Water or dust palliative shall be sprayed on unpaved construction and staging areas during construction as directed by the County.

b. Trucks hauling soil, sand and other loose materials over public roads will cover the loads, or will keep the loads at least two feet below the level of the sides of the container, or will wet the load sufficiently to prevent dust emissions.

c. Paved roads will be swept as needed to remove soil that has been carried onto them from the project site.

d. Water or other dust palliative will be applied to stockpiles of soil as needed to control dust.

PRMD staff shall ensure that the measures are listed on all site alteration, grading, building or improvement plans, prior to issuance of grading or building permits.

103. The applicant shall include these Conditions of Approval on separate sheets of plan sets to be submitted for building and grading permit applications.

104. All grading and development on site shall be done in compliance with the County Tree Protection Ordinance, including protection of trees during construction with a chain link fence at the drip-line, and replacement of damaged or removed trees. The project's grading and landscape plans shall detail all tree protection implementation measures.

PRMD shall not sign off the grading or building permit for issuance until the project grading and landscape construction documents clearly show all tree protection measures (as required in the County Tree Protection Ordinance). PRMD shall not sign off the grading or building permit for occupancy until a site inspection has been conducted, and the applicant has provided written verification from the project's landscape architect or contractor, that the tree protection measures were complied with.

105. All building and/or grading permits shall have the following note printed on plan sheets:
''In the event that archaeological resources such as pottery, arrowheads, midden or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work shall be halted in the vicinity of the find and County PRMD - Project Review staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. PRMD staff may consult and/or notify the appropriate tribal representative from tribes known to PRMD to have interests in the area. Artifacts associated with prehistoric sites include humanly modified stone, shell, bone or other cultural materials such as charcoal, ash and burned rock indicative of food procurement or processing activities. Prehistoric domestic resources include hearths, firepits, or house floor depressions whereas typical mortuary resources are represented by human skeletal remains. Historic artifacts potentially include all by-products of human land use greater than fifty (50) years of age including trash pits older than fifty (50) years of age. When contacted, a member of PRMD Project Review staff and the archaeologist shall visit the site to determine the extent of the resources and to develop and coordinate proper protection/mitigation measures required for the discovery. PRMD may refer the mitigation/protection plan to designated tribal representatives for review and comment. No work shall commence until a protection/mitigation plan is reviewed and approved by PRMD - Project Review staff. Mitigations may include avoidance, removal, preservation

and/or recordation in accordance with California law. Archeological evaluation and mitigation shall be at the applicant's sole expense.

''If human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and PRMD staff, County Coroner and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American, the Native American Heritage Commission must be contacted by the Coroner so that a ''Most Likely Descendant'' can be designated and the appropriate provisions of the California Government Code and California Public Resources Code will be followed.''

Building/grading permits shall not be approved for issuance by Project Review staff until the above notes are printed on the building, grading and improvement plans.

106. A Water Conservation Plan shall be submitted for all buildings and landscaping prior to building permit issuance, subject to PRMD review and approval. The Water Conservation Plan shall include all reasonably feasible measures to reduce water demand to the maximum extent feasible and enhance water resource recovery to maintain sustainable water supplies. Measures that must be evaluated include: installation of low-flow fixtures, best available conservation technologies for all water uses, rainwater and stormwater collection systems and graywater reuse. Landscaping plans must comply with the County Water Efficient Landscape Ordinance. Prior to Building Permit Issuance a Landscape Permit application shall be submitted for all new and rehabilitated landscapes, as required by the Water Efficient Landscape Regulations (Chapter 7D3 of the Sonoma County Building Code). Verification from a qualified irrigation specialist that landscaping plan complies with the County Ordinance shall be provided prior to building permit issuance. The measures in the plan shall be implemented by the applicant and verified by PRMD staff prior to Certificate of Occupancy or operation of the use.

107. Prior to final or temporary occupancy on the winery or tasting room buildings, the Permit Holder shall submit for approval to the Project Planner at PRMD a Traffic and Parking Management Plan prepared by a qualified traffic engineer. In order to provide orderly and efficient movement of vehicles entering the site and to minimize traffic impacts on the public road the Traffic and Parking Management Plan shall include; but not limited to, on-site traffic control measures for all events that exceed 125 guests. Traffic control shall be located off of the public road.

Mitigation Monitoring: The Permit and Resource Management Department shall not issue temporary or final occupancy on any building permit for the winery or tasting room buildings until the any grading permit until a Traffic and Parking Management Plan has been submitted and approved by the Project Planner at PRMD.

USE PERMIT OPERATIONAL REQUIREMENTS

108. If pomace is to be disposed of, it shall be disposed of in a manner that does not create a discharge to surface water, or create nuisance odor conditions, or attract nuisance insects or animals, according to the following priority:

1. Pomace shall be composted and land applied, or land applied and disced into the soil on vineyards or agricultural land owned or controlled by the applicant.

2. Pomace shall be sold, traded or donated to willing soil amendment or composting companies that prepare organic material for use in land application.

3. Pomace shall be transported to any County's composting facility in a fashion that allows the pomace to be used by the County's composting program.

Pomace shall not be disposed of into the County solid waste landfill by direct burial, except where all possibilities to dispose according to priorities 1 through 3 above have been exhausted. In all cases, care shall be taken to prevent contamination of pomace by petroleum products, heavy

metals, pesticides or any other material that renders pomace unsuitable for composting with subsequent land application. Land application, placement of pomace into a composting facility or disposal shall occur within two weeks of the end of wine grape crush.

Mitigation Monitoring: If the Permit and Resource Management Department receives complaints regarding objectionable odors from pomace stockpiling and/or disposal, PRMD staff would investigate the complaint and if the condition is violated the use permit may be subject to modification. With implementation of the foregoing standard condition, project impacts associated with the creation of objectionable odors would be less than significant.

109. The Permit-Holder prior to scheduling any large agricultural promotional events of 100 guests or more on the project site shall coordinate events with the two adjacent winery operators within one-half mile to off-set event days and/or event times, with the exception of the two industry wide event days because these days are set by the Russian River Valley Grape Growers Association. Furthermore, the Permit Holder shall not hold larger agricultural promotional events of 100 guests or more when there is a large bike event sponsored by a bona-fide organization or group (on going).

Mitigation Monitoring: Failure by the Permit Holder to coordinate the larger agricultural promotional events of 100 guests or more on the project site with the two adjacent winery operators within one-half mile or holding a larger agricultural promotional event of 100 guests or more during a large bike event ,as specified above, shall be considered a violation of the Use Permit conditions and subject to modification or revocation proceedings.

110. This permit shall be subject to revocation or modification by the Board of Zoning Adjustments if: (a) the Board finds that there has been noncompliance with any of the conditions or (b) the Board finds that the use for which this permit is hereby granted constitutes a nuisance. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to Section 26-92-120 and 26-92-140 of the Sonoma County Code.

111. This use shall be constructed, maintained, and operated in conformance with all applicable county, state, and federal statutes, ordinances, rules, and regulations. A violation of any applicable statute, ordinance, rule or regulation shall be a violation of the Use Permit, subject to revocation or modification.

112. One-Year Review. A review of event activities under this Use Permit shall be undertaken by the director one year after commencement of the first event to determine compliance with the Conditions of Approval applicable to agricultural promotional events. The director shall give notice of this Use Permit review to all owners of real property within three hundred feet (300′) of the subject site plus any additional property owners who have previously requested notice. The director shall allow at least ten (10) days for comment. If the director determines that there is credible evidence of non-compliance with the Conditions of Approval applicable to events or that event activities constitute a public nuisance, the director shall refer the matter to the Board of Zoning Adjustments for possible revocation or modification of the Use Permit with regard to events. Any such revocation or modification shall be preceded by a public hearing noticed and heard in compliance with the Zoning Code. This Use Permit review shall not include any other aspect of the original Use Permit approval, unless other Conditions of Approval have not been met, violations have occurred, or the use constitutes a public nuisance.

113. The days and hours for special events shall be subject to review and approval by a Special Events Coordinator or similar program established by the County or at the County's direction.

The applicant shall submit to the County an annual request and schedule for special events for each calendar year including the maximum number of participants, times and dates. The applicant shall contribute, on an annual basis, a fair share towards the cost of establishing and maintaining the program. The program should consider the fairness for long established uses and establish reasonable costs for managing the program.

114. Annual Report. After commencement of event activities, the owner/operator shall submit a report each year to PRMD by January 15th describing the number of agricultural promotional events that occurred during the previous year, the day, date, time, and duration of each event, the number of persons attending each event, the purpose of each event, and any other information required by the director. The annual report shall also include the proposed events for the coming year.

115. Customer and Site Visitor Management. The operator of the establishment shall take all reasonable steps, including contacting law enforcement in a timely manner, to prevent customers or other persons from engaging in objectionable activities on the premises, parking areas under the control of the operator, and other public or quasi-public areas within site of the premises during business hours.

116. Staff Training. Within 90 days from issuance of a Certificate of Occupancy or if no building permit is required, within 90 days of issuance of the Use Permit, all owners, managers, and employees selling alcoholic beverages at the establishment shall complete a certified training program in responsible methods and skills for selling alcoholic beverages. The certified program shall meet the standards of the California Department of Alcoholic Beverage Control or other certifying/licensing body, which the State may designate. New owners, managers, and employees shall complete the training course within 30 days of the date or ownership or employment and every third year thereafter. Records of successful completion for each owner, manager, and employee shall be maintained on the premises and presented upon request by a representative of the County.

117. Food Service Condition:

A restaurant, café, delicatessen or any other food service offering cooked-to-order food is prohibited. Table service, retail sales of cooked or prepared food or menu items are prohibited in the tasting room, except within the reserve tasting room for food and wine pairings as noted below. The following types of food service are allowed under this permit:

a. Samples or tastes of pre-packaged food, such as crackers, nuts or other palette cleansers, featuring local foods and food products offered in conjunction with wine tasting.

b. Prepared meals or appetizers featuring local foods and food products offered in conjunction with agricultural promotional events, such as wine club parties, and winemaker dinners, and with food and wine pairings as limited below. Such meals/appetizers may be prepared in a food preparation area prior to serving as described on the approved project floor plan. The preparation area can include counter space, a double sink, microwave oven(s), warming oven(s), refrigeration, a stove or range, and an exhaust hood.

c. Retail sales of pre-packaged food not associated with the activities described in a) and b) are allowed in conjunction with wine tasting subject to the following limitations:

i) Retail sales of pre-packaged food featuring local foods and food products shall be permitted only during tasting room hours as approved by this Use Permit.

ii) Retail sales of pre-packaged food available for on-site consumption only.

iii) No indoor seating area or table service is permitted in conjunction with retail sales of pre-packaged food. Outdoor seating areas are permitted for use as outdoor picnic areas.

iv) No off-site signs advertising retail sales of pre-packaged food is permitted. All

project signage shall conform to the Zoning Code Sign Regulations.

Food and Wine Pairing:

Seating in the reserve tasting room shall be limited to15 seats and no more than 15 persons.

Food and wine pairings shall be selected by the winery with no menu options allowed.

Such pairing shall be limited to small appetizer-like portions, are limited to no more than four days per week and no more than twice per day at specified times (11:00 a.m. and 2:00 p.m.) avoiding the lunch hour and shall not be open to drop in guests.

118. Any proposed modification, alteration, and/or expansion of the use authorized by this Use Permit shall require the prior review and approval of PRMD or the Board of Zoning Adjustments, as appropriate. Such changes may require a new or modified Use Permit and additional environmental review.

119. The Director of PRMD is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to PRMD demonstrating that the conditions is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. PRMD shall consult with affected departments and agencies and may require an application for modification of the approved permit. Changes to conditions that may be authorized by PRMD are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from PRMD, and shall not affect the original permit approval date or the term for expiration of the permit.

The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.

Planning Commission/Board of Zoning Adjustments Appeal Form

PJR-021

To: Board of Supervisors
County of Sonoma, State of California

File # UPE14-0008

Appeal is hereby made by: See attached complete list of Appellants to UPE14-008

Mailing Address: See attached complete list of Appellants and their mailing addresses

Phone: 415-385-2385 Email: See attached complete list of Appellants and their email contacts

The Board of Zoning Adjustments on

September 21, 20 17, approved a request by

Westside Farms - 7097 Westside Road for

a Use Permit to construct a new winery building (two story, approx. 32,210 square feet) with a maximum annual case production of 60,000 cases, and a new wine cave (approx. 20,720 square feet).

located at 7097 Westside Road, Healdsburg, CA 95448

APN 110-240-031, -032, and -040 - - Zoned LIA B6-60, F1, F2, RC200/100, SR, VOH Supervisorial District 4 & 5

This appeal is made pursuant to Sonoma County Code Chapter 26 Section 26-92-160 for the following specific reasons:

1. Generates significant employee, public and truck traffic in an area with inadequate sight lines.
2. Large-scale project, with tasting rooms on both sides of the road, situated within an approx. 1000 ft. radius of three existing tasting rooms is detrimental to the rural character of the area.
3. Disproportionate focus on hospitality and promotional uses is inconsistent with the Williamson Act contract and the intent of the General Plan to preserve agriculture and rural character.
4. The overwhelming concentration of existing wineries on Westside Rd. and other similar County roadways is too great of a safety and county-wide issue for the BOS to ignore.

Date: October 02, 2017 Appellant: _____
Signature

Appeal Fee: See current PRMD Project Review Fee Schedule

DO NOT WRITE BELOW THIS LINE - To Be Completed by PRMD Staff

This appeal was filed with the Permit and Resource Management Department on the 2 day of October, 20 17, receipt of which is hereby acknowledged.

Brian Keefer
PRMD Staff

ATTACHMENT A

Appellants to UPE14-008
Westside Farms - 7097 Westside Road

The following Appellants hereby file jointly an Appeal of UPE14-008:

Healdsburg Citizens for Sustainable Solutions (HCSS)
401 Center Street, Box 44
Healdsburg, CA 95448
hcss@sonic.net

Maacama Watershed Alliance (MWA)
P.O. Box 1226
Calistoga, CA 94515
knights@sonic.net

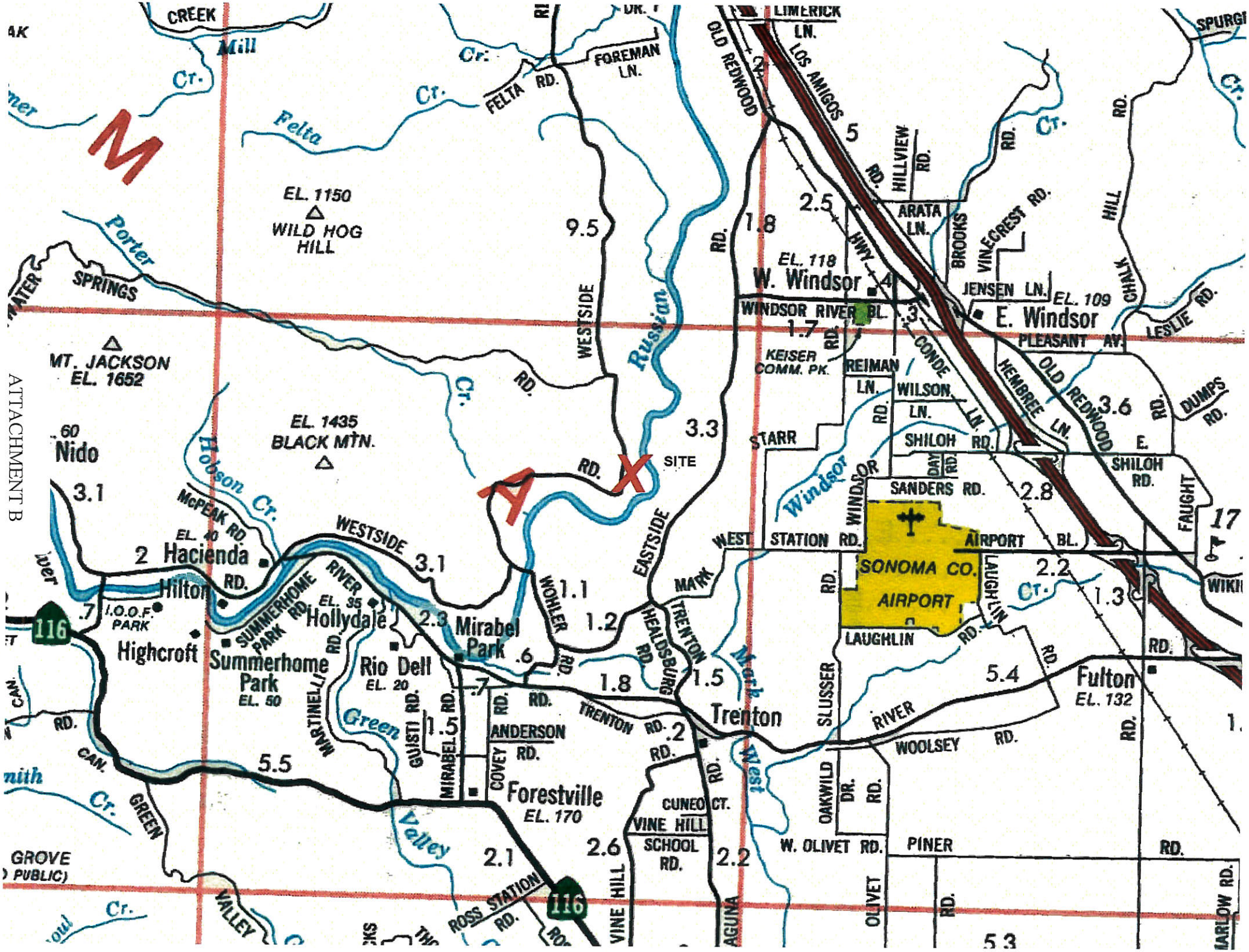
Forest Unlimited (FU)
P.O. Box 506
Forestville, CA 95436
larryjhanson@comcast.net

Sonoma Coast Rural Preservation (CHRP)
P.O. Box 618
Gualala, CA 95445
sonomachrp@gmail.com

Todd Everett
5400 Wallace Creek Road
Healdsburg, CA 95448
perfedge@aol.com

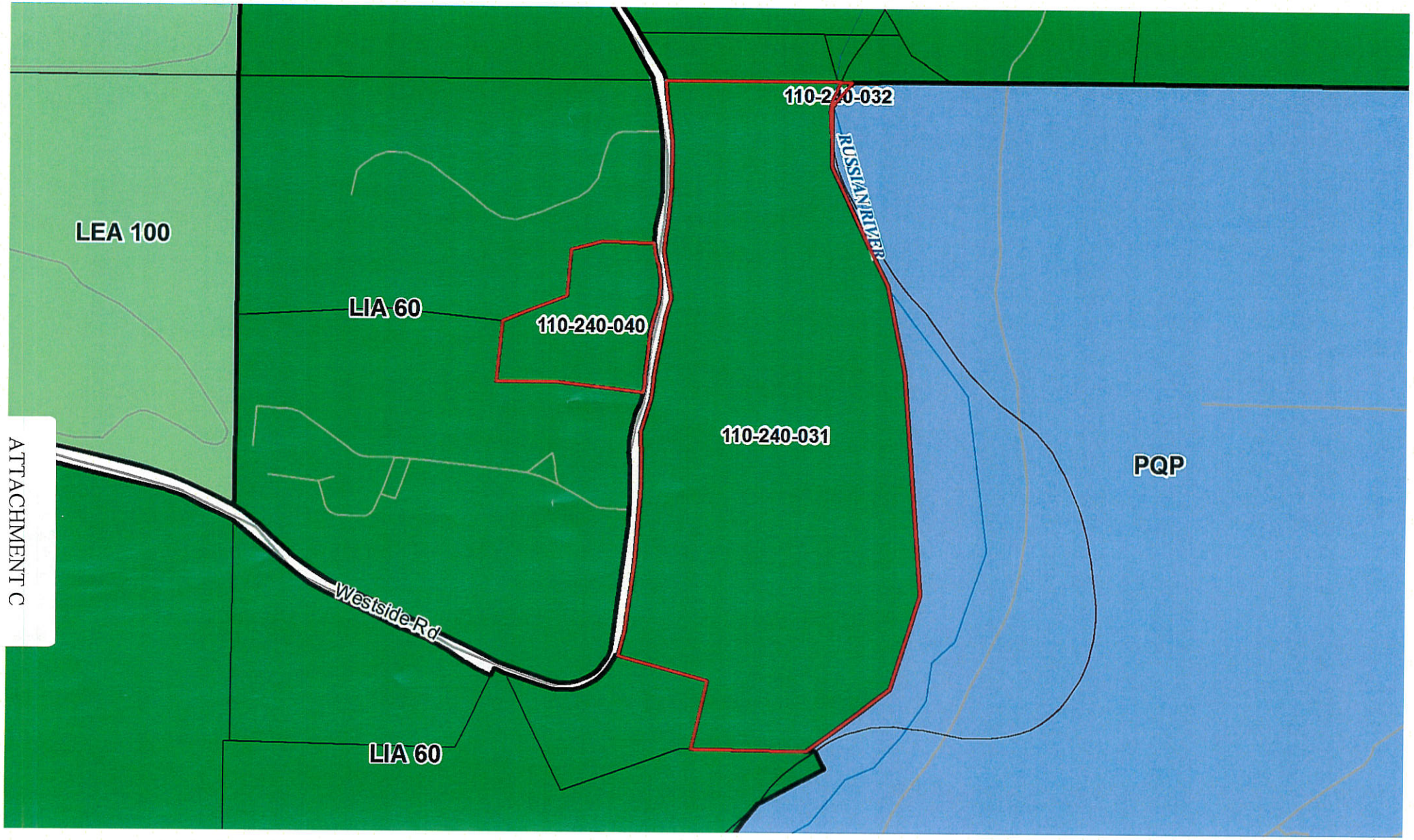
Warren Watkins
418 Matheson Street
Healdsburg, CA 95448
owlwo@sonic.net

20 October 2017



ATTACHMENT B

ATTACHMENT C



General Plan Land Use

- Land Use by Area
- Land Extensive Agriculture
- Land Intensive Agriculture
- Public / Quasi-Public

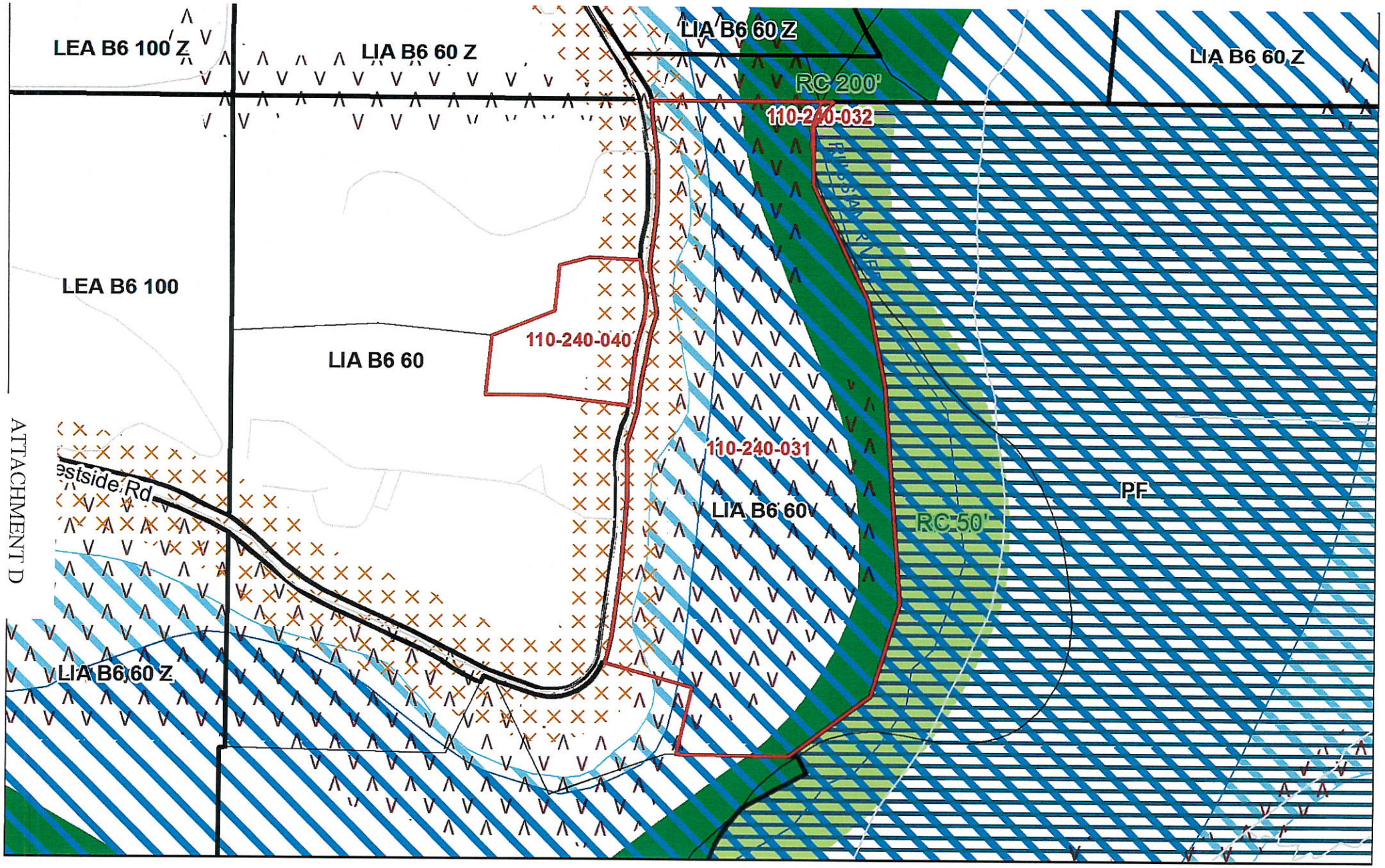
Base Map Data

- Parcel
- Street
- Perennial Stream

0 175 350 700 Feet

1:8,400

Numbers on map indicate maximum density in Acres/Unit, except Urban Residential where numbers indicate Units/Acres.


LEA B6 100 Z
LIA B6 60 Z
LIA B6 60 Z
LIA B6 60 Z
RC 200'
110-240-032
LEA B6 100
LIA B6 60
110-240-040
110-240-031
LIA B6 60
RC 50'
PF
LIA B6 60 Z
ATTACHMENT D
Zoning and Combining Districts
Zoning by Area
SR Scenic Resource
VOH Valley Oak Habitat
MR Mineral Resource
F1 Floodway
F2 Floodplain
RC Riparian Corridor
50'
200'
Base Map Data
Parcel
Street
Perennial Stream
0 175 350 700
Feet
1:8,400

Aerial View with Project Components

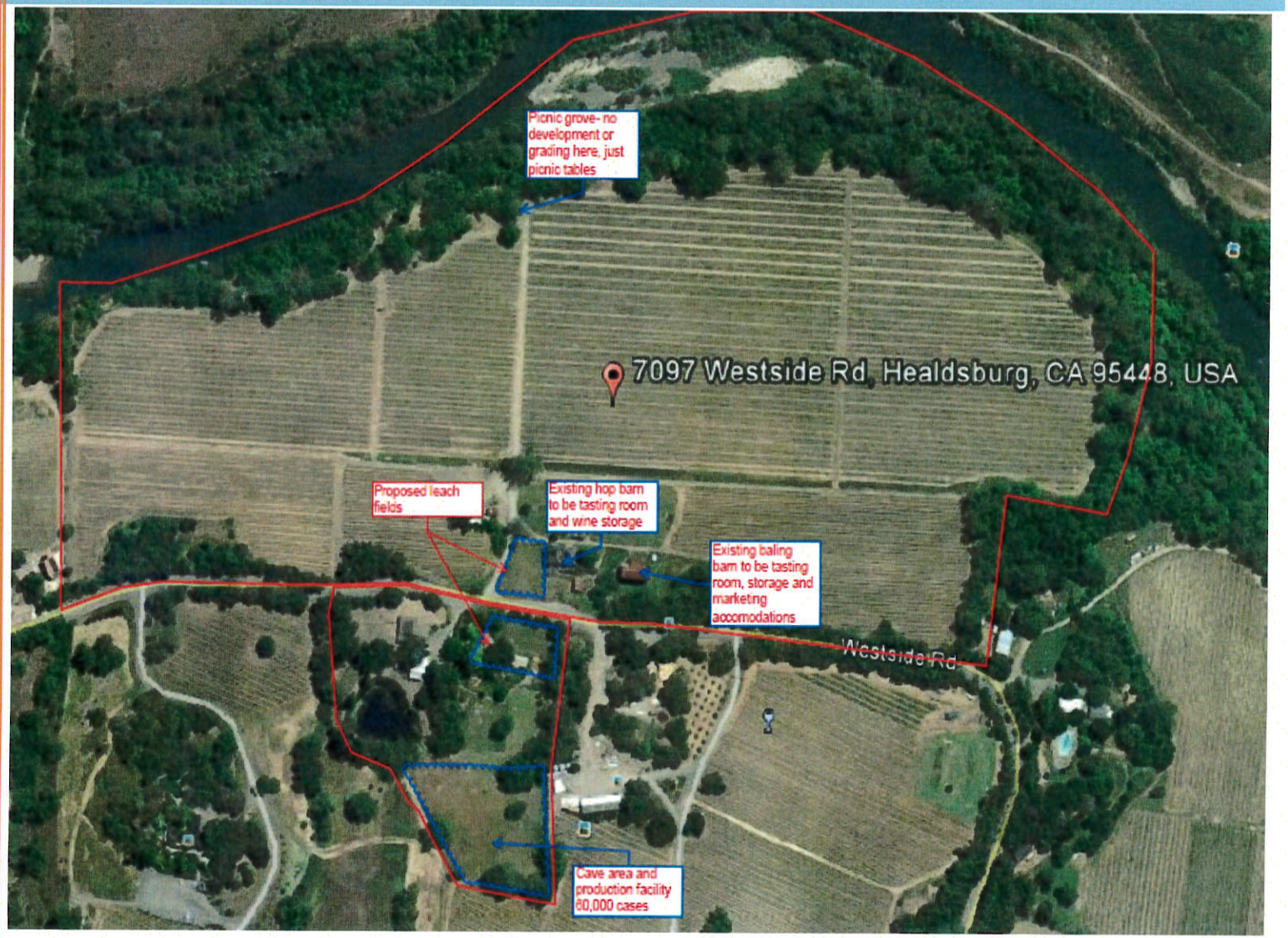
ATTACHMENT E

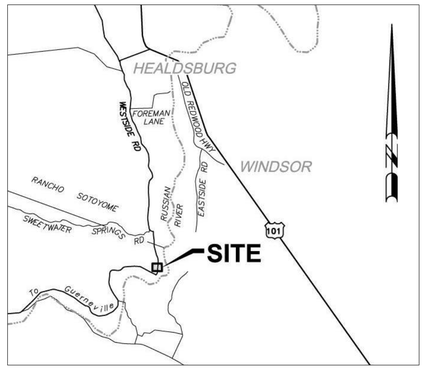
West Side:
Existing SFDs, ag buildings, Proposed Winery, 60,000 annual cases, and Wine Cave

East Side:
42- acre vineyard, two Historic Hop Kiln Buildings restored to public and reserve tasting rooms, and marketing accommodations,

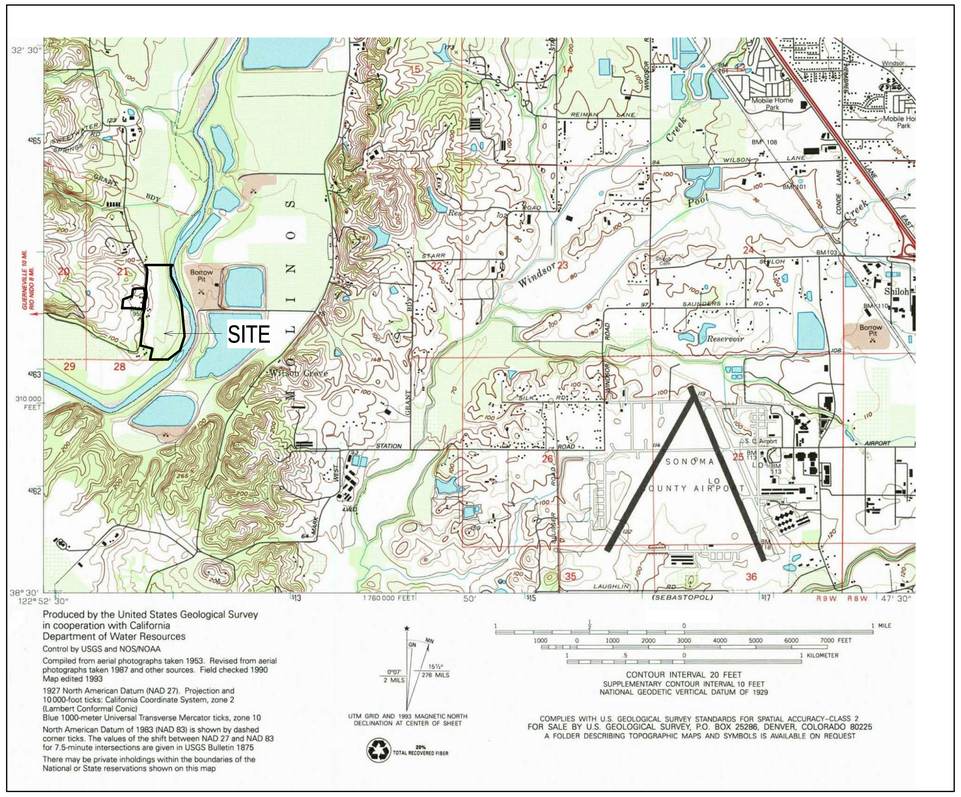
Picnic Grove Area

Russian River easterly property line

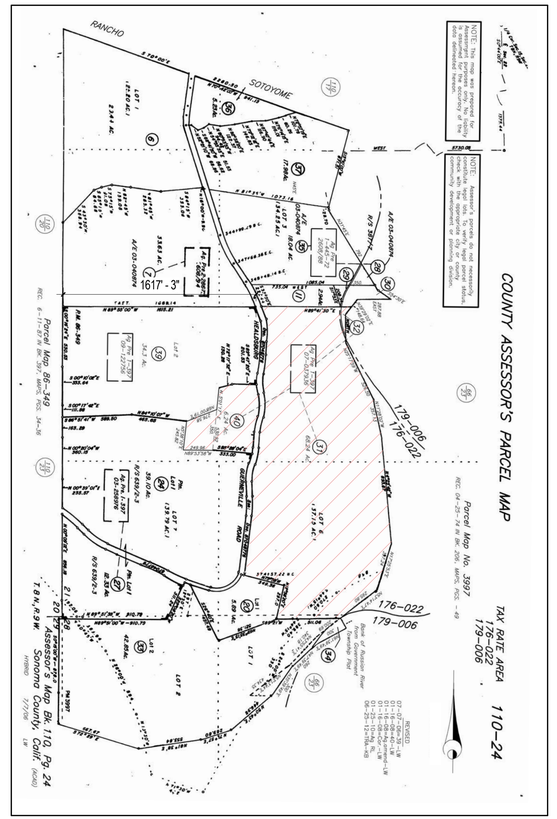




3 Location Plan
N.T.S.



2 USGS Quardrangle Map
1" = 2000'-0"



1 Assessor's Parcel Map
1" = 600'-0"

Abbreviations

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AD	AREA DRAIN
ADJ.	ADJACENT
A.F.F.	ABOVE FINISH FLOOR
ALT.	ALTERNATE
APPROX.	APPROXIMATE
ARCH.	ARHITECTURAL
AVG.	AVERAGE
BC	BEGIN CURVE
BLDG.	BUILDING
BM.	BENCHMARK
BO	BLACK OAK
B.O.	BOTTOM OF
B.U.	BUILT-UP
BY	BAY LAUREL
CB	CATCH BASIN
CL	CLASS
C.L.	CENTER LINE
CLR.	CLEAR
COL.	COLUMN
CONC.	CONCRETE
CONSTR.	CONSTRUCTION
CONT.	CONTINUOUS
CYP	CYPRESS
DBL.	DOUBLE
DEPT.	DEPARTMENT
DET.	DETAIL
DF	DOUGLAS FIR
DIA	DIAMETER
DIM.	DIMENSION
DN.	DOWN
DWG.	DRAWING
DWY	DRIVEWAY
(E)	EXISTING
EA.	EACH
EL.	ELEVATION
ELECT.	ELECTRICAL
ELEV.	ELEVATOR
EQ.	EQUAL
EQUIP.	EQUIPMENT
EXT.	EXTERIOR
F.D.	FLOOR DRAIN
F.F.	FINISH FLOOR
FDN.	FOUNDATION
FG	FINISH GRADE
FH	FIRE HYDRANT
FIN.	FINISH
FL	FLOWLINE
FLR.	FLOOR
FSS	FIRE SAFE STANDARD
FT.	FOOT / FEET
FTG.	FOOTING
GALV.	GALVANIZED
GB	GRADE BREAK
GL.	GLASS
G.L.	GRID LINE
GR	GRATE
GWB	GYPSUM WALL BOARD
H.B.	HOSE BIBB
HDWD.	HARDWOOD
HORIZ.	HORIZONTAL
HT.	HEIGHT
I.D.	INSIDE DIAMETER
INSUL.	INSULATION
INT.	INTERIOR
LF	LINEAR FEET
LO	LIVE OAK
MAT'L	MATERIAL
MAX.	MAXIMUM
MECH.	MECHANICAL
MG	MAGNOLIA
MIN.	MINIMUM
MISC.	MISCELLANEOUS
(N)	NEW
N	NORTH
NOM.	NOMINAL
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
OPG.	OPENING
OPP.	OPPOSITE
PERF.	PERFORATED
P.L.	PROPERTY LINE
PN	PINE
POP	POPLAR
PP	POWER POLE
PROP.	PROPERTY
PT.	POINT
QTY.	QUANTITY
RAD.	RADIUS
RM.	ROOM
REF.	REFERENCE
REINF.	REINFORCED
REQ'D.	REQUIRED
RW	REDWOOD
R.W.L.	RAIN WATER LEADER
SCHED.	SCHEDULE
SD	STORM DRAIN
SECT.	SECTION
SIM.	SIMILAR
SQ.	SQUARE
SS	STAINLESS STEEL
STD.	STANDARD
STL.	STEEL
STOR.	STORAGE
STRUCT.	STRUCTURAL
SYM.	SYMMETRICAL
T&G	TONGUE AND GROOVE
T.O.	TOP OF
TYP.	TYPICAL
UN	UNKNOWN
U.O.N.	UNLESS OTHERWISE NOTED
UTIL.	UTILITY
VERT.	VERTICAL
VEST.	VESTIBULE
V.I.F.	VERIFY IN FIELD
w/	WITH
W.C.	WATER CLOSET
W/D	WASHER/DRYER
W/O	WITHOUT
WL	WALNUT
WO	WHITE OAK
WV	WATER VALVE

Project Directory

OWNER:	RAMEY WINE CELLARS	Contact:	David Ramey
	P.O. BOX 788	tel:	707-433-0870 x1101
	HEALDSBURG, CA 95448	email:	david@rameywine.com
ARCHITECT:	LUNDBERG DESIGN	Contact:	Lev Bereznycky
	2620 3rd ST	tel:	415-695-0110 x25
	SAN FRANCISCO, CA 94107	email:	lev@lundbergdesign.com
CIVIL:	ADOBE ASSOCIATES	Contact:	David Brown
	1220 N. DUTTON AVE	tel:	707-541-2300
	SANTA ROSA, CA 95401	email:	DBrown@adobeinc.com
CONTRACTOR:	EARTHTONE CONSTRUCTION	Contact:	Andy Bannister
	1220 N. DUTTON AVE	tel:	707-823-6118
	SANTA ROSA, CA 95401	email:	andy@earthtoneconstruction.com

Project Information

PROJECT SITE: 7097 WESTSIDE ROAD, HEALDSBURG, CA 95448

SCOPE OF WORK:
- ENLARGE EXISTING DRIVEWAYS TO MEET FSS STANDARDS
- PROVIDE ADDITIONAL DRIVEWAYS AND PARKING AREAS TO MEET NEW NEEDS
- RE-PURPOSE EXISTING (DILAPIDATED) HOP KILN INTO A TASTING ROOM
- RE-PURPOSE EXISTING (DILAPIDATED) BALING BARN INTO A MARKETING CENTER
- CONSTRUCT NEW WINERY & WINE CAVES AT THE REAR OF PARCEL 110-240-040

PARCEL NUMBER: 110-240-031 (a) & 110-240-040 (b)

ZONING & LAND USE: (a) LIA B6 60 BR, F1, F2, SR VCH / LIA 60
(b) LIA B6 60 SR / LIA 100

SETBACKS: REAR 20 ft
SIDE 10 ft

FLOOR AREA	EXISTING / RE-USED		NEW / PROPOSED	
	Conditioned	Unconditioned	Conditioned	Unconditioned
WINERY			9,210 sf	23,000 sf
WINE CAVES				20,720 sf
TASTING / HOP KILN	1,460 sf	5,390 sf		
TASTING / BALING BARN	3,940 sf	1,350 sf		
PUMP STATION		350 sf		
SUB-TOTAL	5,400 sf	7,090 sf	9,210 sf	43,720 sf

PROJECT TOTAL 14,600 sf (Conditioned Space)
50,810 sf (Unconditioned Space, incl'd Wine Caves)

Drawing List

A0.00	Cover Sheet
A1.00	Project Site Plan (Existing)
A1.00b	Project Site Plan Footprint Analysis
A1.01	EAST Site Plan (Proposed)
A1.02	WEST Site Plan (Proposed)
A1.10	Public Tasting / Hop Kiln Plans (Proposed)
A1.11	Reserve Tasting / Bailing Barn Plans (Proposed)
A1.12	New Winery Floor Plans
A1.13	Winery Area Calculations
A2.00	Hop Kiln Elevations (Existing)
A2.01	Public Tasting / Hop Kiln Elevations (Proposed)
A2.02	Baling Barn Elevations (Existing)
A2.03	Reserve Tasting / Bailing Barn Elevations (Proposed)
A2.04	New Winery Elevations
A3.00	Tasting Kiln & Barn Sections (Proposed)
A3.01	New Winery Sections
A5.00	Signage & Ext. Lighting Plan (East Side)
A5.01	Signage & Ext. Lighting Plan (West Side)
A5.02	Landscape Elements & Gates
A5.03	Landscape Elements & Gates
A10.00	Photomontage View from the North
A10.01	Photomontage View from the West
A10.02	Photomontage View from the South
A10.03	Old Trestle / Pedestrian Bridge Views
A10.04	Winery Renderings
A10.10	Materials Board - Tasting Kiln & Barn
A10.11	Materials Board - Winery
C1	WEST Grading & Drainage Plan
C2	EAST Grading & Drainage Plan
L1	EAST Landscape Plan (Proposed)
L2	WEST Landscape Plan (Proposed)

LUNDBERG DESIGN
2620 THIRD STREET
SAN FRANCISCO CA 94107-3115
T 415.695.0110 F 415.695.0379

Ramey Winery

7097 Westside Road
Healdsburg, CA

APPLICATION NO. UPE14-0008

LICENSED ARCHITECT
THOMAS OLLE LUNDBERG
C13744
1-31-17
RENEWAL
STATE OF CALIFORNIA

Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15
2	Add'l Site Analysis Overlay	05.12.17
3	Noise Mitigation Modifications	08.16.17
4	Noise Mitigation Modifications	08.16.17
5	Scenic Corridor Modifications	08.23.17
6	Design Review Modifications	08.24.17

Print Date: 8/24/2017 1:52 PM
Drawn By: LB
Checked By: TOL
Scale: As indicated

All drawings and written material appearing herein constitute original and unpublished work of the Architect and may not be duplicated,used or disclosed without written consent of the Architect.

Cover Sheet

A0.00

LEGEND

- BUILDING
- WOOD DECK SURFACE
- STONE WALL
- GRAVEL SURFACE
- ASPHALT SURFACE
- CONCRETE SURFACE
- BRICK SURFACE
- LANDSCAPE AREA
- FENCE
- FLOWLINE
- TOP OF BANK
- TOE OF BANK OR GRADEBREAK
- RETAINING WALL
- OVERHEAD UTILITY LINE
- VINEROW
- FF — FINISH FLOOR ELEVATION
- INV — INVERT ELEVATION
- CMP — CORRUGATED METAL PIPE
- CPP — CORRUGATED PLASTIC PIPE
- × 294.3 — SPOT ELEVATION
- WV — WATER VALVE
- IRV — IRRIGATION CONTROL VALVE
- HB — HOSE BIB
- IRRIGATION SPRINKLER
- UP — UTILITY DROP POLE
- LIGHT OR LAMP POST
- LPG — LIQUID PROPANE GAS
- SCO — SEWER CLEANOUT or I.D.
- JP — JOINT UTILITY POLE
- UTILITY POLE GUY WIRE
- 24" LO — TREE LOCATION, NUMBER OF TRUNKS, AVERAGE TRUNK DIAMETER AND SPECIES AS BELOW

OR ORNAMENTAL — RW REDWOOD
DW DOGWOOD — BO BLACK OAK
MG MAGNOLIA — WO WHITE OAK
DF DOUG FIR — BY BAY
PN PINE — LO LIVE OAK
POP POPLAR — WL WALNUT
CYP CYPRESS — APL APPLE
UN UNKNOWN

STMP STUMP — CLSTR CLUSTER

N

SCALE: 1" = 30'

CONTOUR INTERVAL = 1'

POND (NOT SURVEYED)

EXISTING SHED TO REMAIN

EXISTING BARN TO REMAIN

EXISTING SHED TO BE REMOVED

EXISTING PAD TO BE REMOVED

EXISTING HOUSE TO REMAIN

EXISTING HOUSE TO BE REMOVED

SEE CIVIL DRAWINGS FOR LOCATION OF FUTURE SEPTIC FIELD

WEST SIDE

EAST SIDE

WESTSIDE ROAD

EXISTING TRAILER BLDG. TO BE REMOVED

EXISTING PUMP STATION TO BE REBUILT

SEE CIVIL DRAWINGS FOR LOCATION OF FUTURE SEPTIC FIELD

EXISTING HOP KILN TO BE RE-PURPOSED AS PUBLIC TASTING ROOM

EXISTING HOUSE TO BE REMOVED

EXISTING BALING BARN TO BE RE-PURPOSED AS PRIVATE TASTING ROOM & MARKETING CENTER

SURVEY & TOPOGRAPHIC INFO:

DATA PROVIDED BY CURTIS & ASSOCIATES,
LAND SURVEYING & ENGINEERING
805 HEALDSBURG AVE, HEALDSBURG CA 95448
PHONE: 707-433-4808
MAP PREPARED: 'TOPOGRAPHIC MAP PREPARED FOR RAMEY WINE CELLARS', JOB NO. 13-010
DATED MARCH 5, 2013

LUNDBERG DESIGN
2620 THIRD STREET
SAN FRANCISCO CA 94107-3115
T 415.695.0110 F 415.695.0379

Ramey Winery

7097 Westside Road
Healdsburg, CA

NORTH ARROW THIS SHEET

LICENSED ARCHITECT
THOMAS OLLE LUNDBERG
C-27744
1-31-17
RENEWAL
STATE OF CALIFORNIA

Issues/ Revisions

Rev. #	Description	Date

Print Date: 4/16/2015 11:22:36 AM
Drawn By: LB
Checked By: TOL
Scale: 1" = 40'-0"

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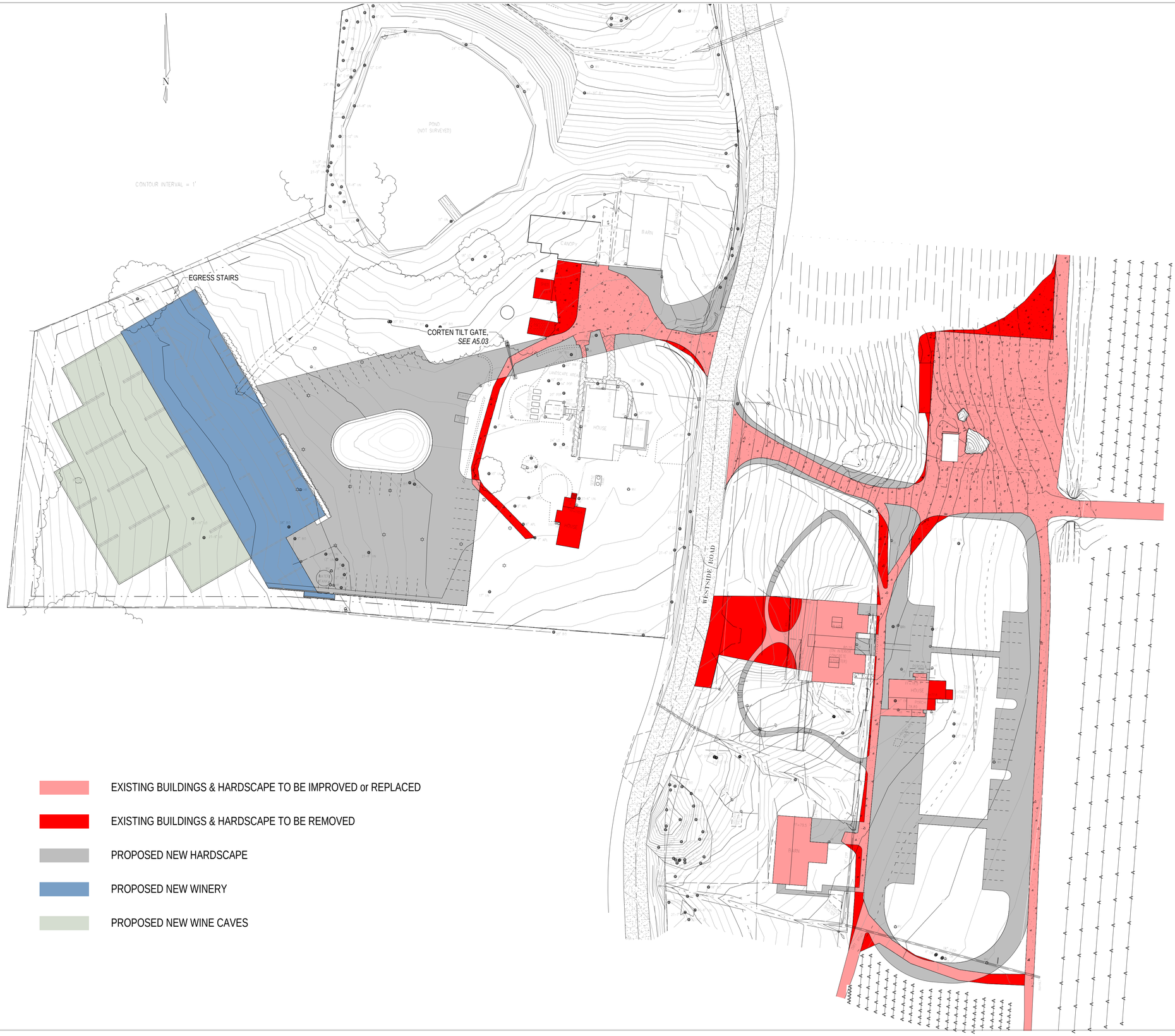
Project Site Plan (Existing)

A1.00



LUNDBERG DESIGN
2620 THIRD STREET
SAN FRANCISCO CA 94107-3115
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Ramey Winery

7097 Westside Road
Healdsburg, CA

NORTH ARROW THIS SHEET

LICENSED ARCHITECT
THOMAS OLLE LUNDBERG
C19744
RENEWAL DATE 1-31-17
STATE OF CALIFORNIA

Issues/ Revisions

Rev. #	Description	Date
2	Add'l Site Analysis Overlay	05.12.17

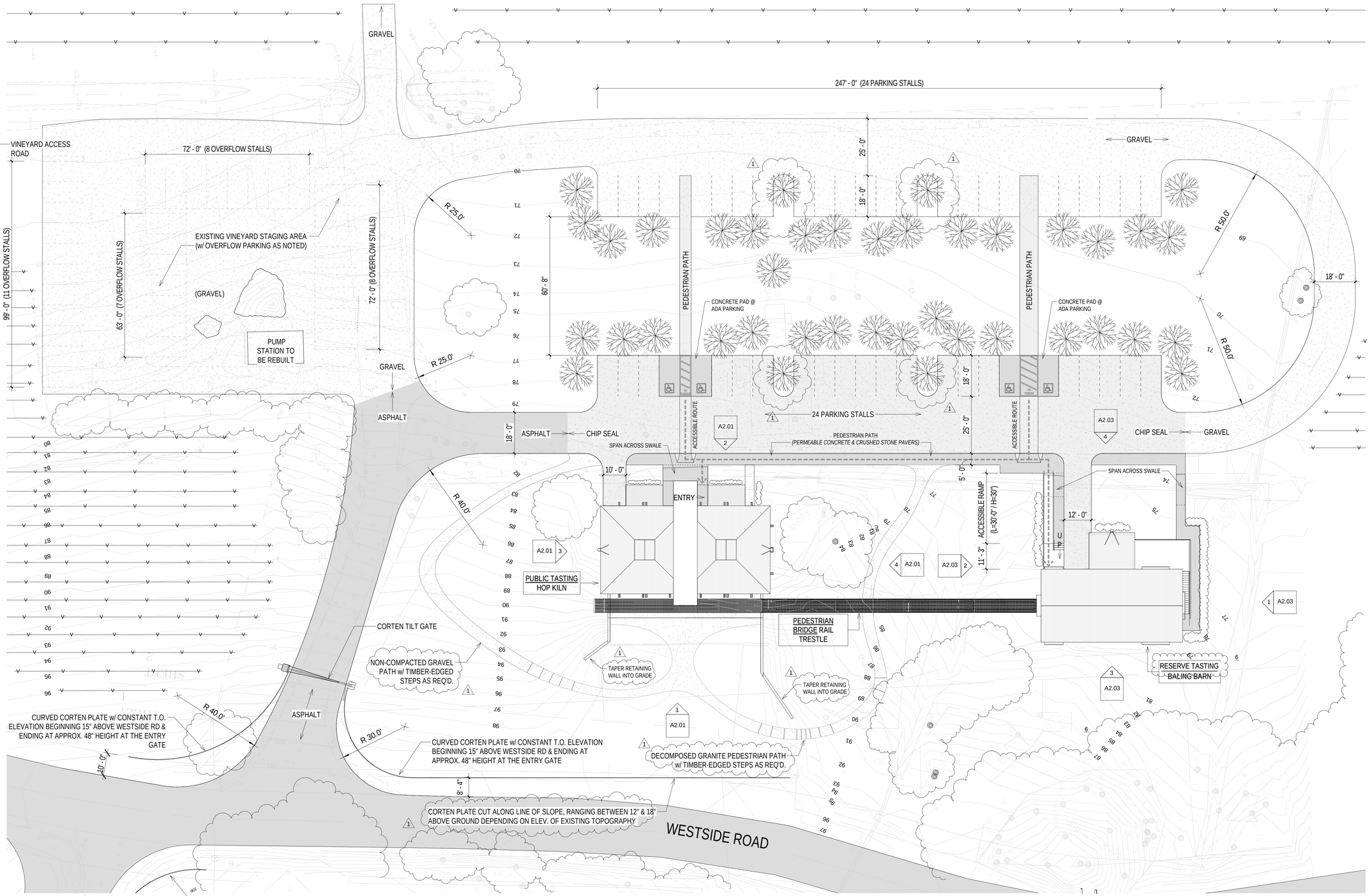
Print Date: 5/12/2017 1:50:59 PM
Drawn By: LB
Checked By: TOL
Scale: 1" = 40'-0"

All drawings and written material appearing herein constitute original and unpublished work of the Architect and may not be duplicated,used or disclosed without written consent of the Architect.

Project Site Plan Footprint Analysis

2

A1.00b



GENERAL NOTES:

1. SEE LANDSCAPE PLAN FOR NEW PLANTING LAYOUT & PLANT LIST.
2. SEE LANDSCAPE PLAN FOR TREE PROTECTION.
3. SEE A5.00 FOR EXTERIOR LIGHTING & SIGNAGE PLAN.
4. SEE A1.00 FOR EXISTING STRUCTURES TO BE REMOVED.
5. SEE A1.00 FOR CUT & FILL AREAS.
6. SEE C1 & C2 FOR SEPTIC INFORMATION.

PARKING CALCULATIONS

HOP KILN (TASTING ROOM)			
Case Storage	843 sf	(1 space / 2,000sf)	1
Tasting Rooms	796 sf	(1 space / 60sf)	14
Tasting Bar & Kitchen	397 sf	(1 space / 200sf)	2
TOTAL 'A' (Regular)			31
TOTAL 'B' (with Event Overflow) *			37 *

HOP BARN (TASTING ROOM + INDUSTRY ACCOMMODATIONS)			
Guest Rooms / Lounge	2 units	(1 space / unit)	2
Tasting Room	596 sf	(1 space / 60sf)	10
Tasting Bar & Kitchen	266 sf	(1 space / 200sf)	2
V.I.P. Lounge	545 sf	(1 space / 100sf) *	6
Sub-Total 'B' (Private Event Overflow) *			6 *

LUNDBERG DESIGN
2620 THIRD STREET
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T 415.695.0110 F 415.695.0379

Ramey Winery

7097 Westside Road, Healdsburg, CA

NORTH ARROW THIS SHEET

LICENSED ARCHITECT
THOMAS OLLE LUNDBERG
C-27744
1-31-17
RENEWAL DATE
STATE OF CALIFORNIA

Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15
6	Design Review Modifications	08.24.17

Print Date:
Drawn By: LB
Checked By: TOL
Scale: 1" = 20'-0"

All drawings and written material appearing herein constitute original and unpublished work of the Architect and may not be duplicated,used or disclosed without written consent of the Architect.

EAST Site Plan (Proposed)

A1.01

GENERAL NOTES:

1. SEE LANDSCAPE PLAN FOR NEW PLANTING LAYOUT & PLANT LIST.
2. SEE LANDSCAPE PLAN FOR TREE PROTECTION.
3. SEE A5.01 FOR EXTERIOR LIGHTING & SIGNAGE PLAN.
4. SEE A1.00 FOR EXISTING STRUCTURES TO BE REMOVED.
5. SEE A3.01 FOR CUT & FILL AREAS.
6. SEE C1 & C2 FOR NEW GRADING & SITE DRAINAGE.
7. SEE C1 & C2 FOR SEPTIC INFORMATION.

EXISTING BARN TO REMAIN

EXISTING SHED TO REMAIN

72' - 0" (OVERFLOW PARKING)

10' SETBACK

ROOFTOP PLANTERS ALONG NORTH, EAST & SOUTH SIDES

143' - 0" (REGULAR PARKING)

EXISTING SHED TO BE REMOVED

8 OVERFLOW PARKING STALLS

CHIP SEAL

CONCRETE

R 10.0'

R 20.0'

CORTEN TILT GATE, *SEE A5.03*

20' - 0"

CURVED CORTEN PLATE w/ CONSTANT T.O. ELEVATION AT APPROX. 24" ABOVE GROUND

R 40.0'

15 PARKING STALLS

R 30.0'

ACCESSIBLE ROUTE

R 22.0'

R 28.5'

5 OVERFLOW PARKING STALLS

EXISTING HOUSE TO REMAIN

12 PARKING STALLS

EXISTING HOUSE TO BE REMOVED

CAVES (HATCHED)

20' SETBACK

CAVES (HATCHED)

108' - 0" (REGULAR PARKING)

100' - 0" WOOD FENCE

8 OVERFLOW PARKING STALLS

10' SETBACK

ROOFTOP PLANTERS ALONG NORTH, EAST & SOUTH SIDES

CONCRETE RETAINING WALL EXTENDS 6' ABOVE EXISTING GRADE FOR NOISE MITIGATION WALL BECOMES 100' LONG DOUBLE SIDED WOOD FENCE 6' ABOVE EXISTING GRADE BEYOND PARKING AREA

NOTE THE WOOD FENCE BEYOND THE SCENIC CORRIDOR SETBACK TO BE SCREENED FROM VIEW BY EXISTING LANDSCAPING

EXISTING LANDSCAPING TO REMAIN TO SCREEN NEW FENCE

175 SCENIC CORRIDOR SETBACK (30% OF PROPERTY DEPTH)

WESTSIDE RD.

LUNDBERG DESIGN

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Ramey Winery

7097 Westside Road
Healdsburg, CA

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THOMAS OLLE LUNDBERG
C13744
1-31-17
RENEWAL DATE
STATE OF CALIFORNIA

Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15
4	Noise Mitigation Modifications	08.16.17
5	Scenic Corridor Modifications	08.23.17

Print Date: 8/23/2017 4:11 PM
Drawn By: LB
Checked By: TOL
Scale: 1" = 20'-0"

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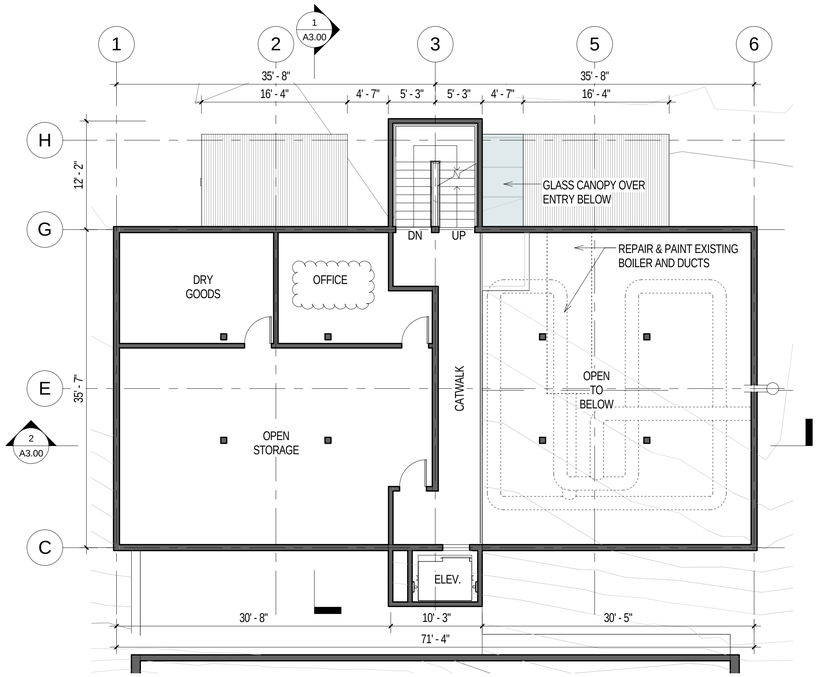
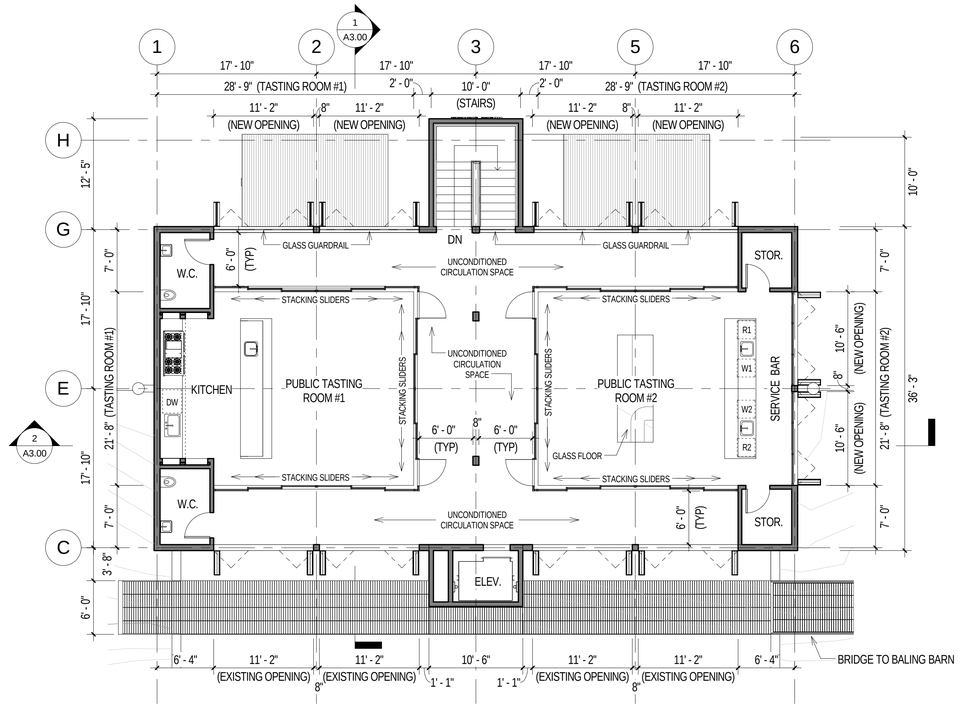
WEST Site Plan (Proposed)

A1.02



3 Public Tasting / Hop Kiln - Mezzanine (Proposed)
1/8" = 1'-0"



2 Public Tasting / Hop Kiln - 2nd Floor (Proposed)
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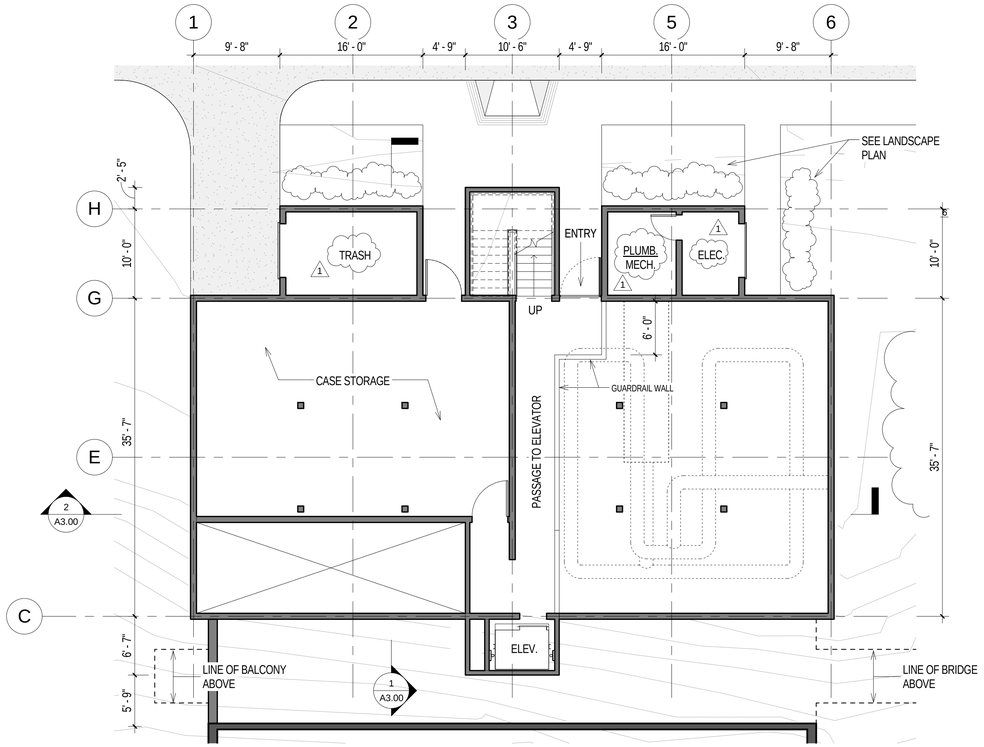

1 Public Tasting / Hop Kiln - 1st Floor (Proposed)
1/8" = 1'-0"

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Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15
6	Design Review Modifications	08.24.17

Print Date: 8/24/2017 1:52 PM
Drawn By: LB
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Scale: 1/8" = 1'-0"

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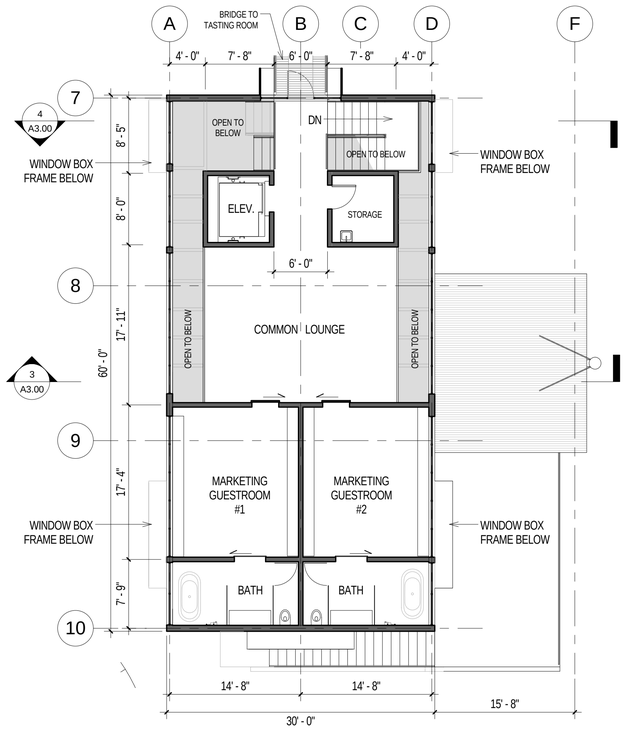
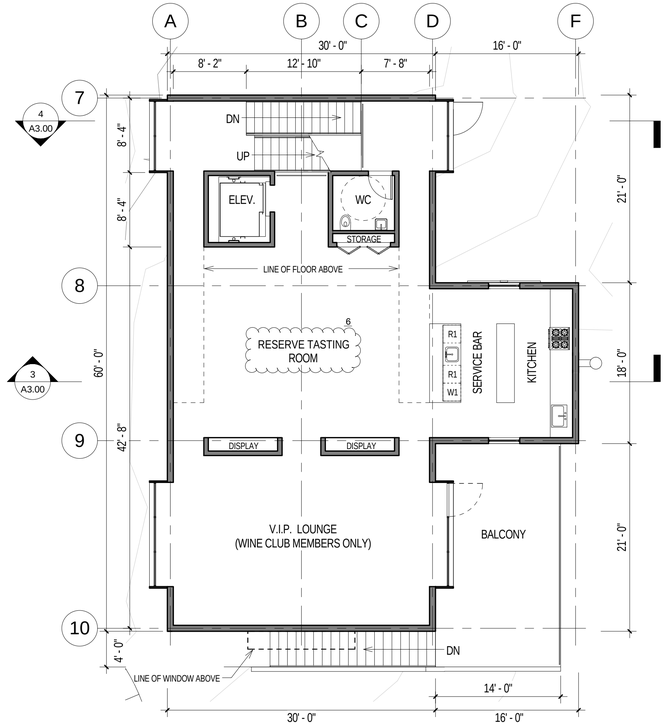
Public Tasting / Hop Kiln Plans (Proposed)

A1.10



6
3 Reserve Tasting / Bailing Barn - 3rd Floor
1/8" = 1'-0"



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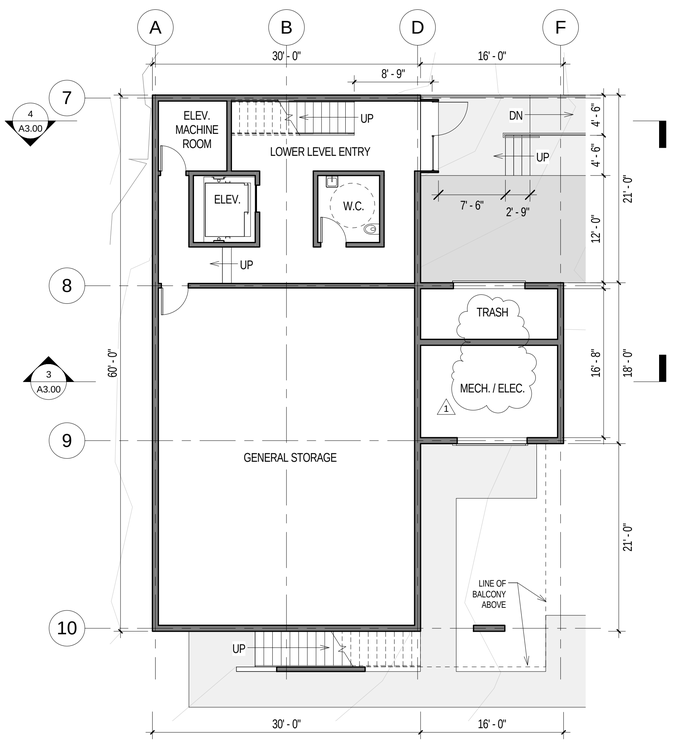
2 Reserve Tasting / Bailing Barn - 2nd Floor
1/8" = 1'-0"



6
1 Reserve Tasting / Bailing Barn - 1st Floor
1/8" = 1'-0"

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Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15
6	Design Review Modifications	08.24.17

Print Date: 8/24/2017 1:52 PM
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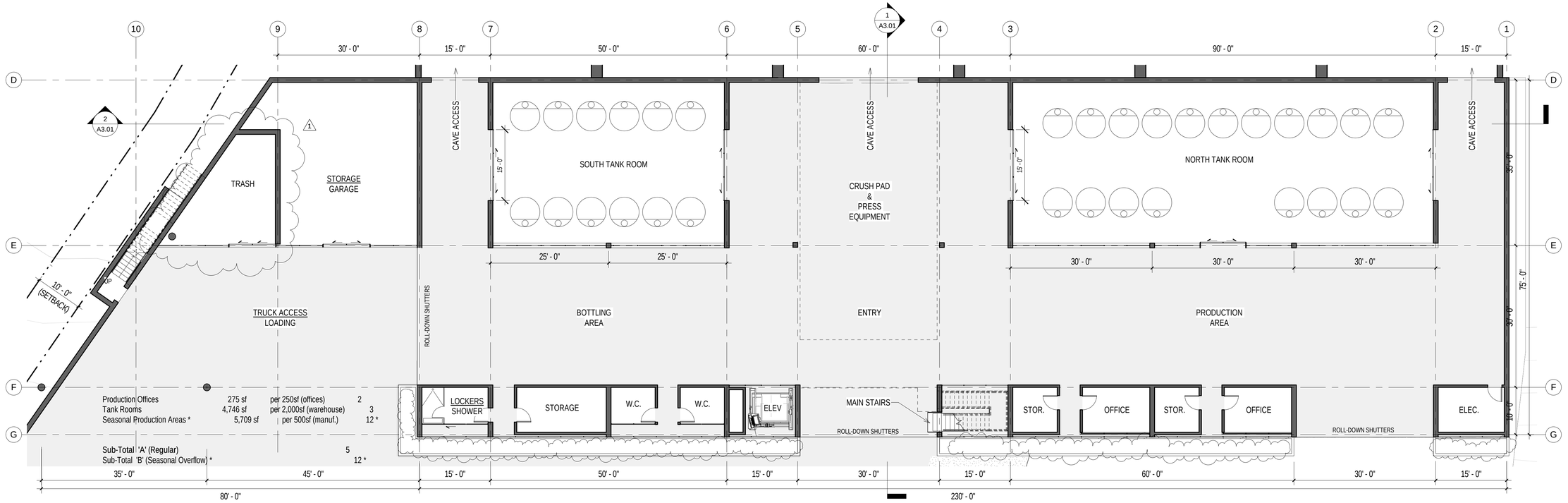
6

Reserve Tasting / Baling Barn Plans (Proposed)

A1.11

5

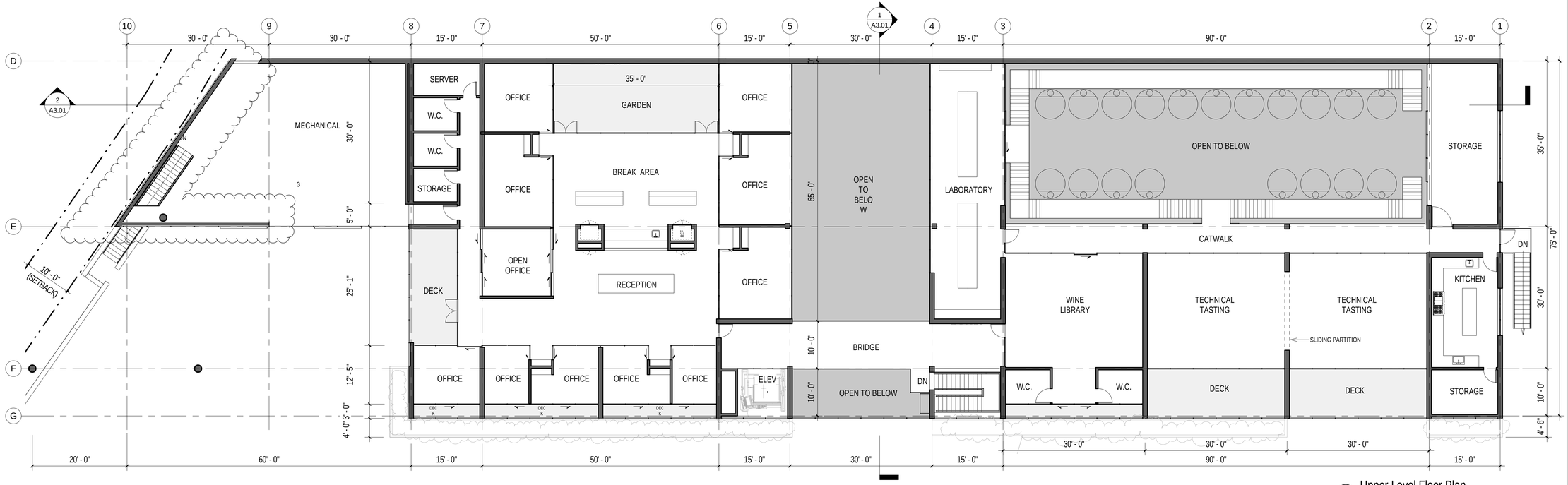


2 Ground Level Floor Plan
3/32" = 1'-0"

PARKING CALCULATIONS							
Ground Floor				Upper Floor			
Production Offices	275 sf	(1 space / 250sf)	2	Winery Offices & Library	4,757 sf	(1 space / 250sf)	19
Tank Rooms	4,746 sf	(1 space / 2,000sf)	2	Laboratory	756 sf	(1 space / 500sf)	2
Seasonal Production Areas *	5,709 sf	(1 space / 500sf)	12 *	Technical Tasting *	1,402 sf	(1 space / 60sf)	23 *
Sub-Total 'A' (Regular)			4	Sub-Total 'A' (Regular)			21
Sub-Total 'B' (Seasonal Overflow) *			12 *	Sub-Total 'B' (Marketing Overflow) *			23 *

GENERAL NOTES:

1. LIGHT SHADED AREAS ARE UNCONDITIONED / EXTERIOR SPACES.
2. MEDIUM SHADED AREAS ARE OPEN TO BELOW.
3. SEE A1.13 FOR CAVE LAYOUT & WINERY AREA CALCULATIONS.
4. SEE LANDSCAPE PLANS FOR PLANT LIST & LAYOUT.



1 Upper Level Floor Plan
3/32" = 1'-0"

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Issues/ Revisions

Rev. #	Description	Date
1	*Design Review Modifications*	*04.15.15*
3	*Noise Mitigation Modifications*	*08.16.17*

Print Date: 8/16/2017 11:05 AM
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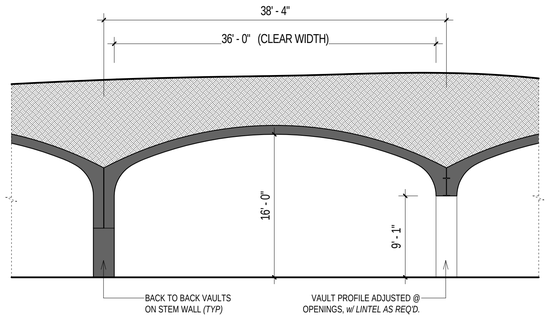
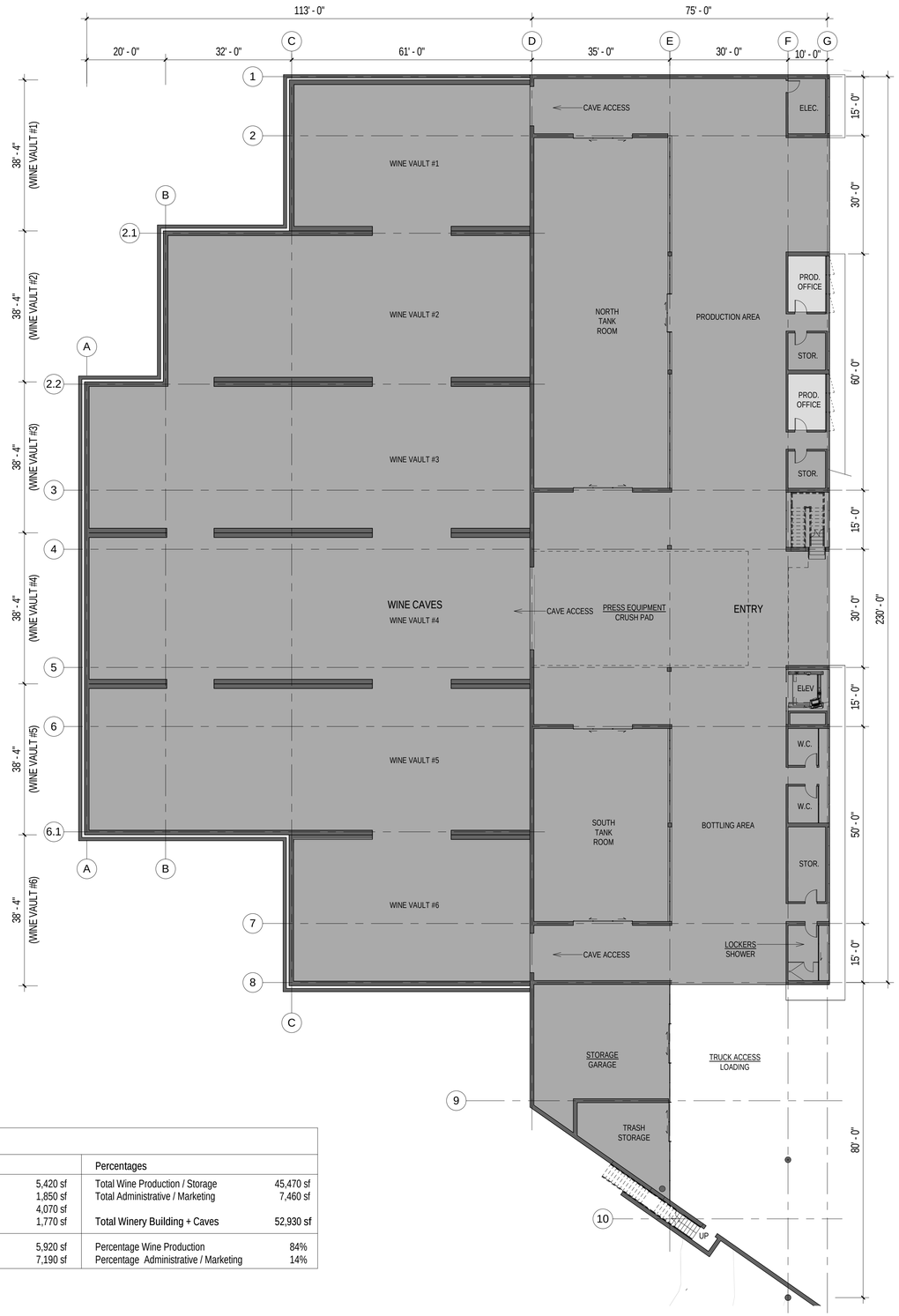
New Winery Floor Plans

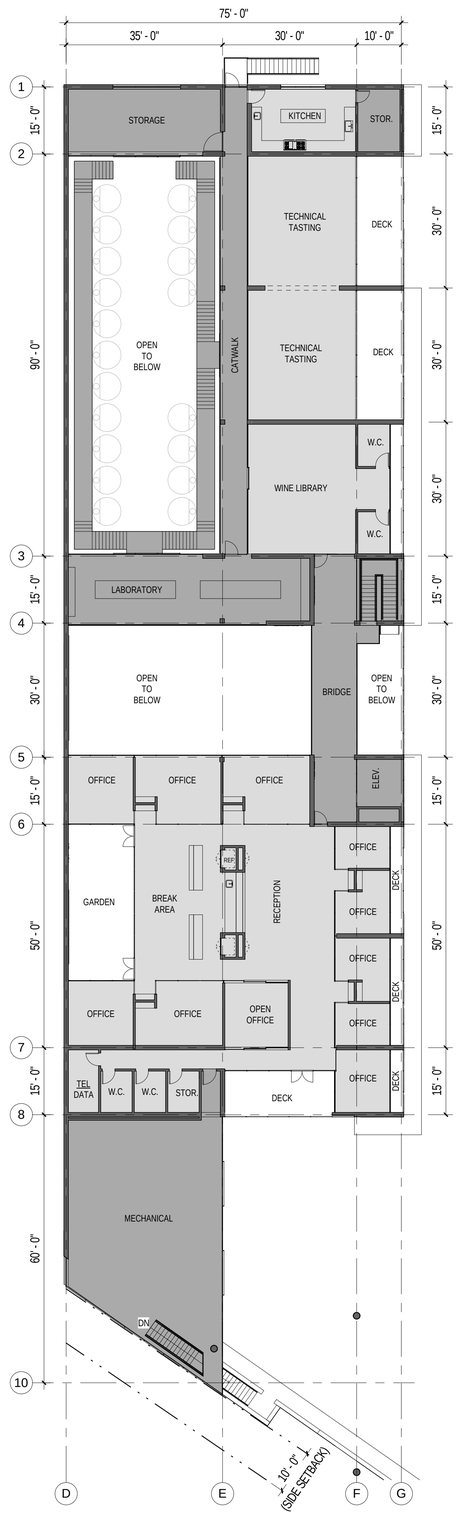
A1.12



3 Precast Vault Caves
1/8" = 1'-0"



2 1st Floor Plan - Area Calcs
1/16" = 1'-0"



1 2nd Floor Plan - Area Calcs
1/16" = 1'-0"

WINERY AREA CALCULATIONS

Ground Floor		Upper Floor		Percentages	
Caves	20,720 sf	Administrative Offices	5,420 sf	Total Wine Production / Storage	45,470 sf
Production *	18,830 sf	Mechanical Area	1,850 sf	Total Administrative / Marketing	7,460 sf
Production Offices	270 sf	Wine Production **	4,070 sf		
		Marketing Area	1,770 sf	Total Winery Building + Caves	52,930 sf
Sub-Total (Production)	39,550 sf	Sub-Total (Production)	5,920 sf	Percentage Wine Production	84%
Sub-Total (Administrative)	270 sf	Sub-Total (Admin / Mrktg)	7,190 sf	Percentage Administrative / Marketing	14%

* *includes tank rooms, restrooms & locker room*
** *includes general circulation areas*

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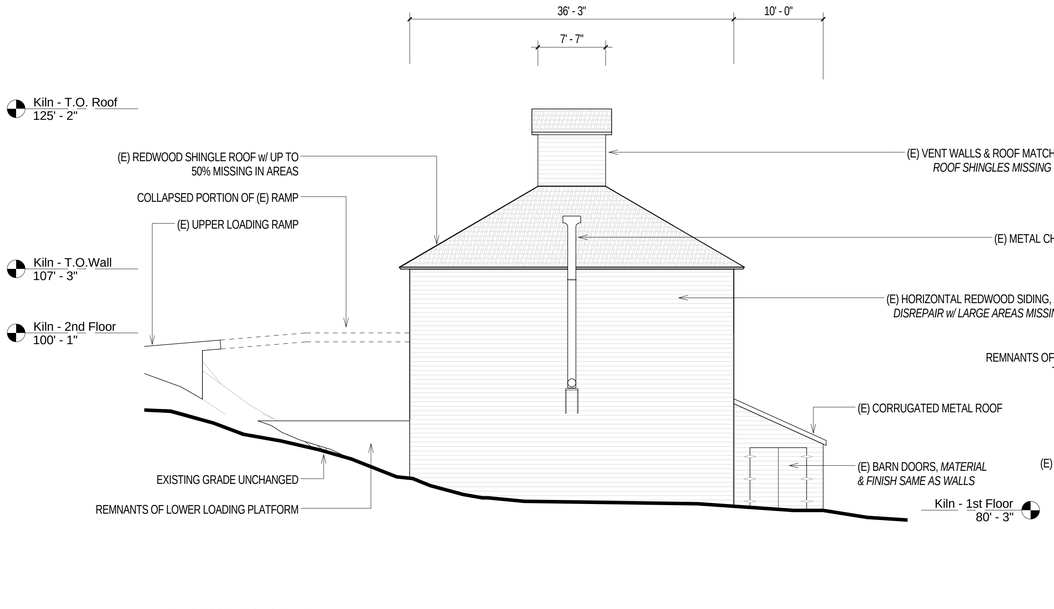
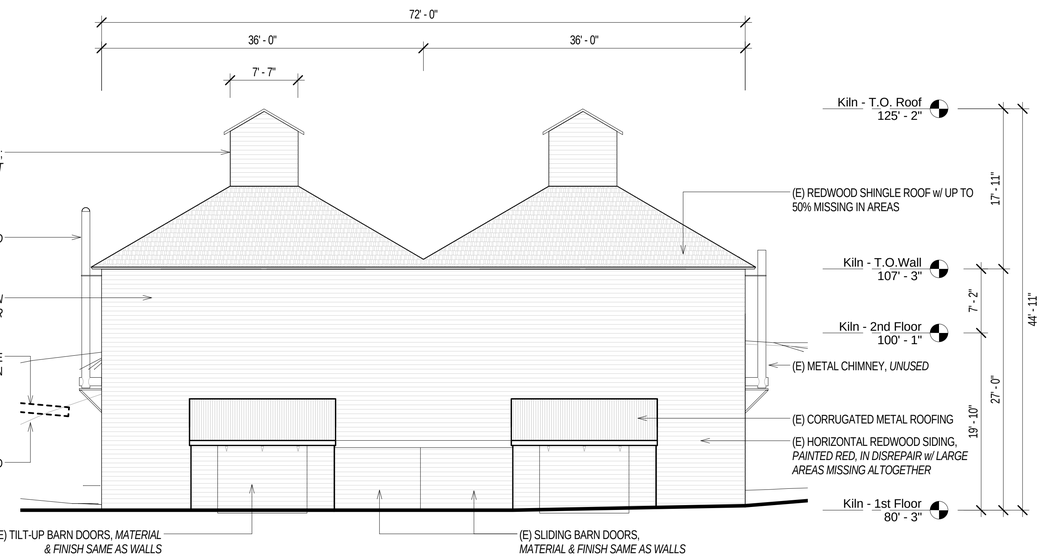
Winery Area Calculations

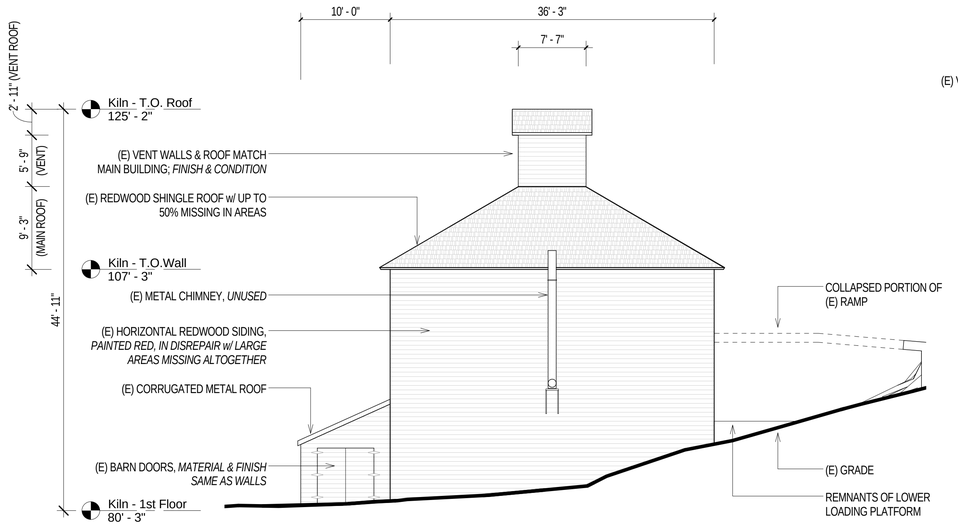
A1.13



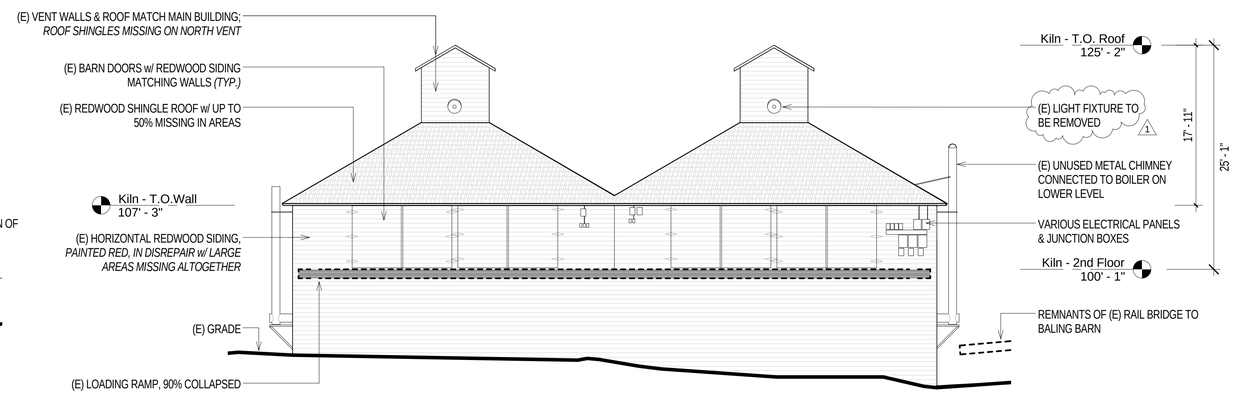
4 Hop Kiln (Existing) - South Elevation
1/8" = 1'-0"



2 Hop Kiln (Existing) - East Elevation
1/8" = 1'-0"



3 Hop Kiln (Existing) - North Elevation
1/8" = 1'-0"



1 Hop Kiln (Existing) - West Elevation
1/8" = 1'-0"

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Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15

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Scale: 1/8" = 1'-0"

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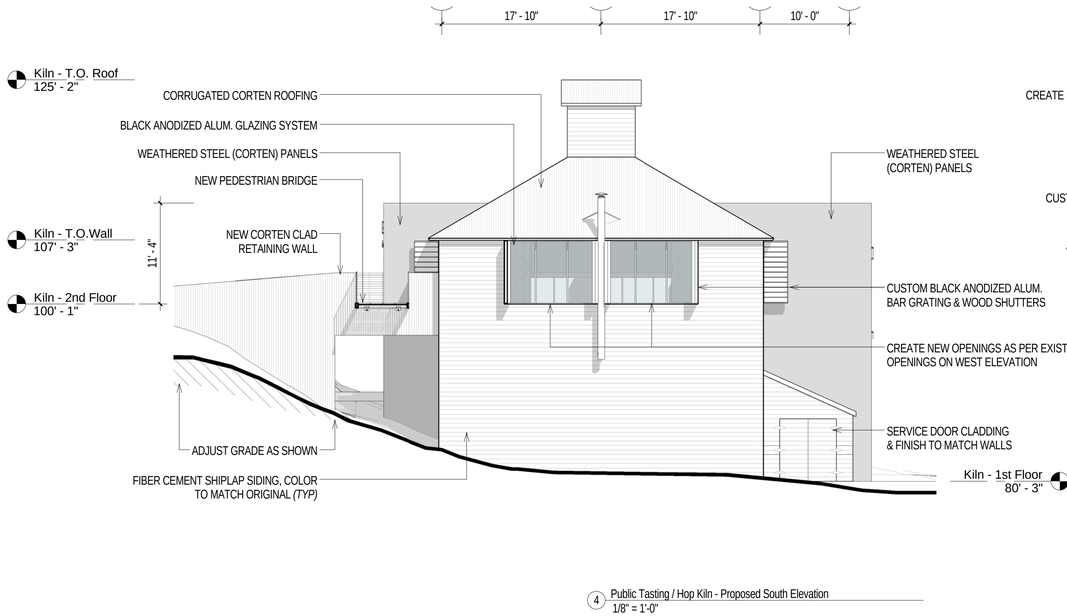
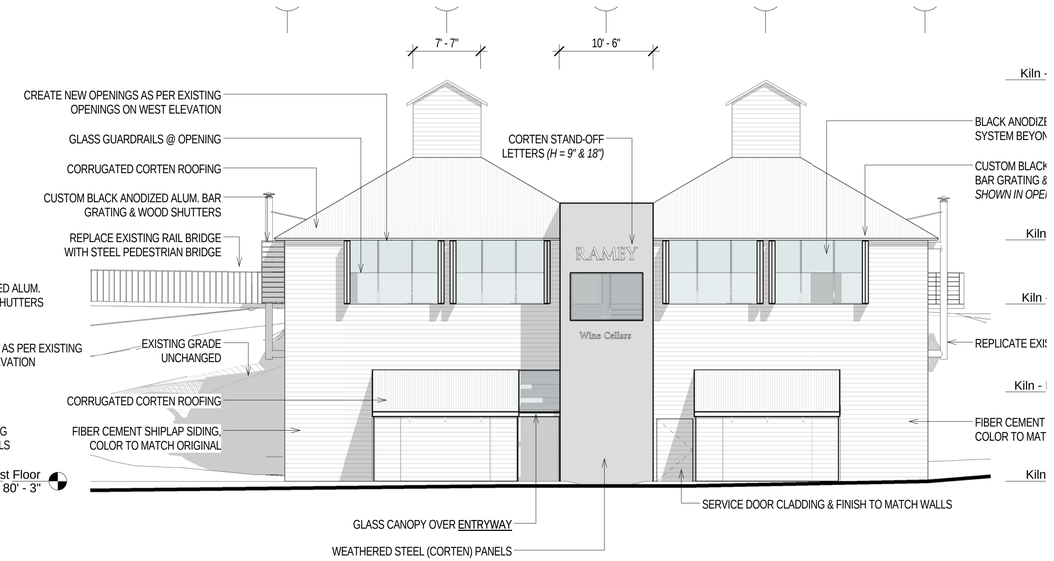
Hop Kiln Elevations (Existing)

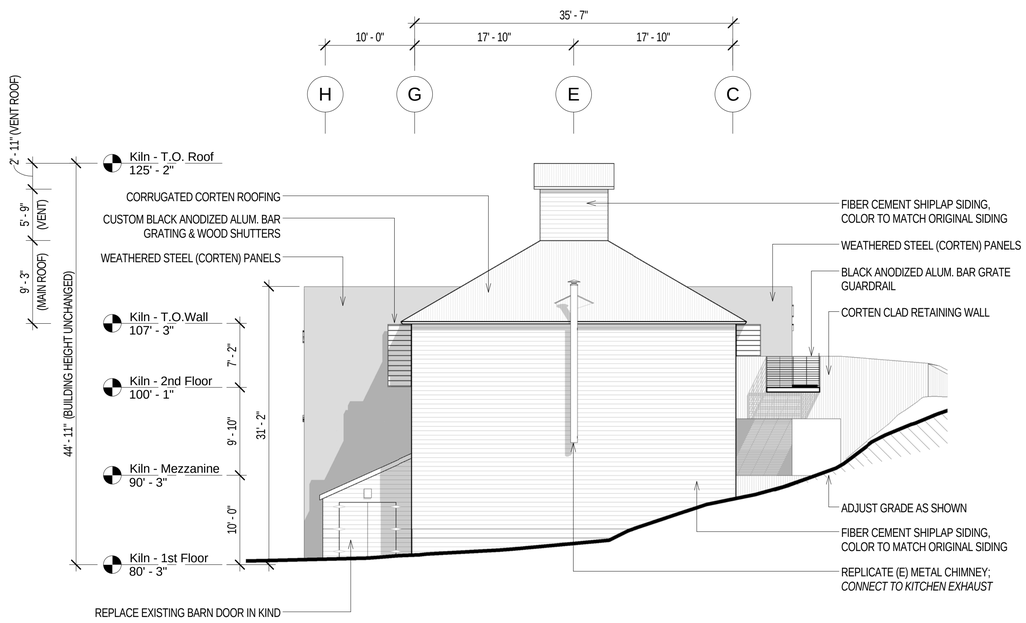
A2.00



4 Public Tasting / Hop Kiln - Proposed South Elevation
1/8" = 1'-0"



2 Public Tasting / Hop Kiln - Proposed East Elevation
1/8" = 1'-0"



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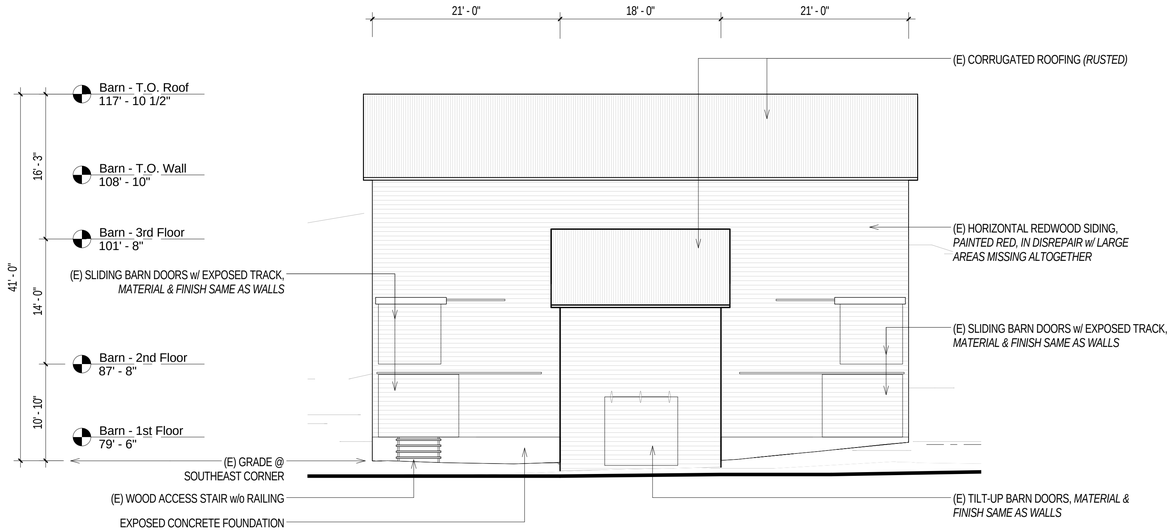
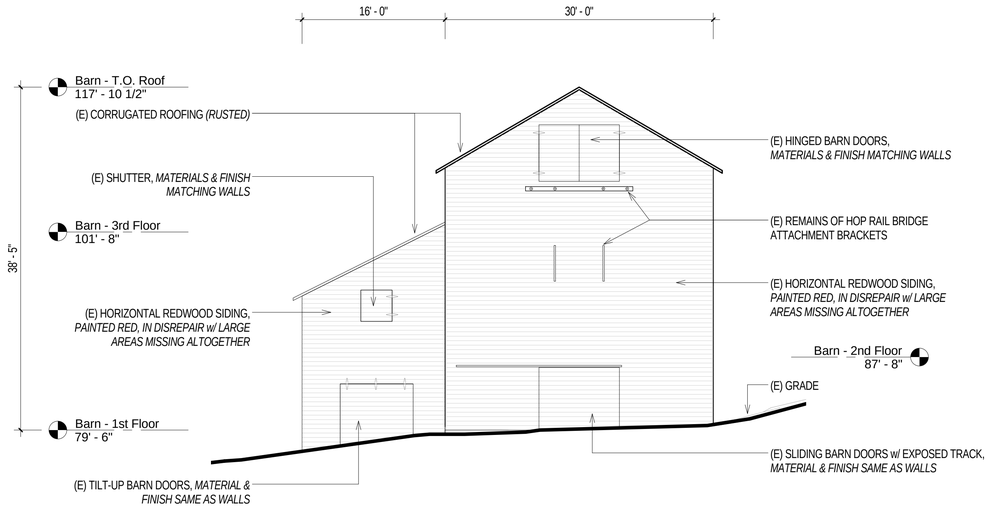


4 Baling Barn (Existing) - East Elevation
1/8" = 1'-0"



2 Baling Barn (Existing) - North Elevation
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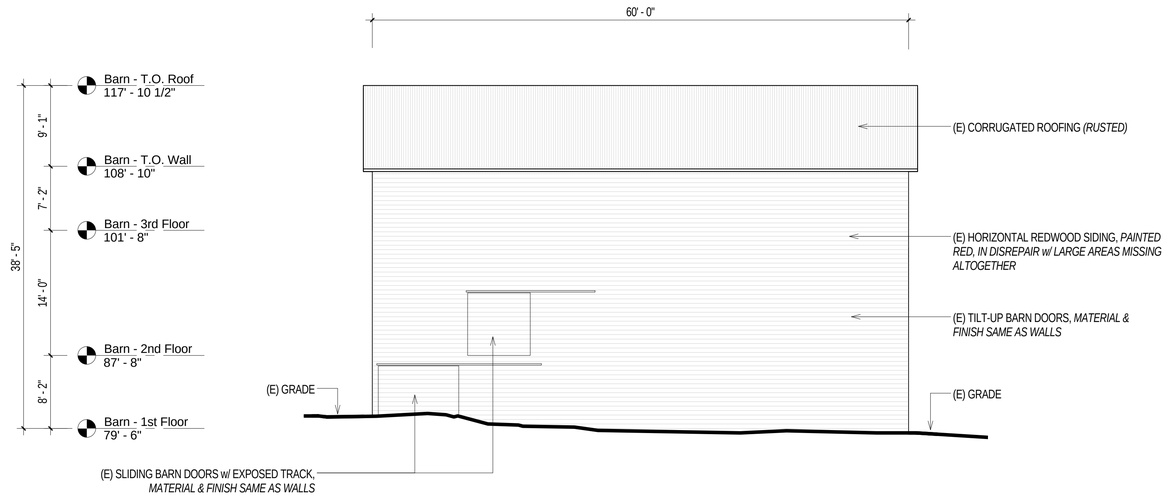

3 Baling Barn (Existing) - West Elevation
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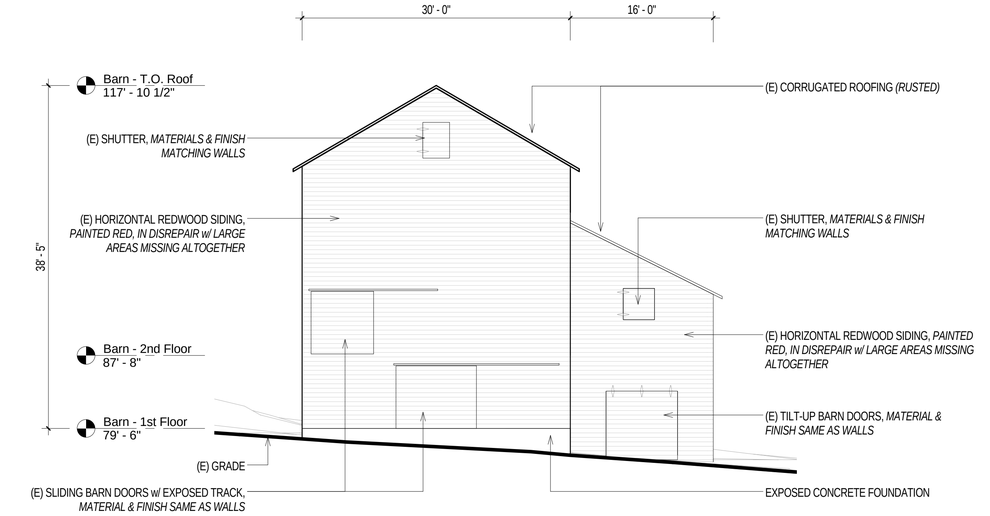

1 Baling Barn (Existing) - South Elevation
1/8" = 1'-0"

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By: TOL
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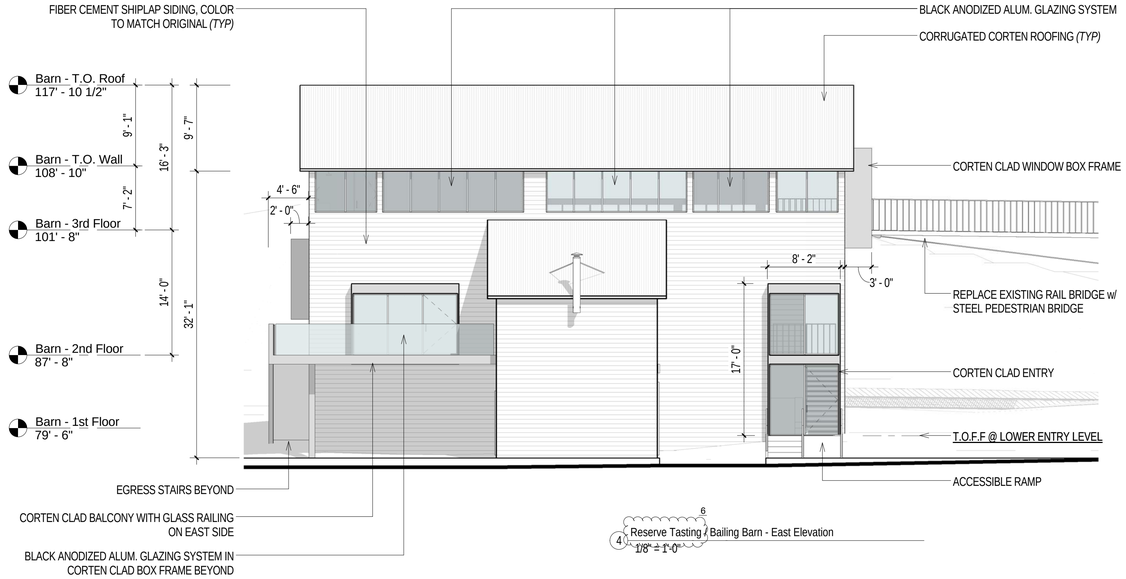
A2.02



4 Reserve Tasting / Bailing Barn - East Elevation
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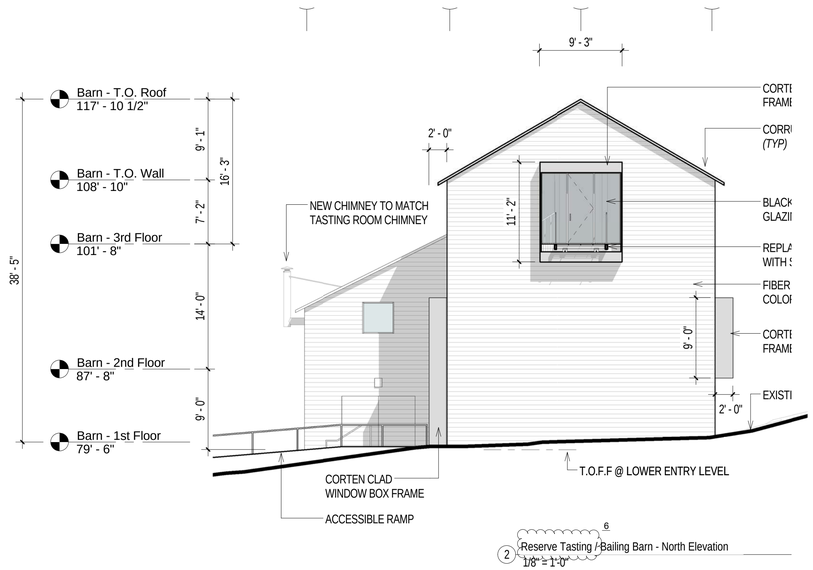
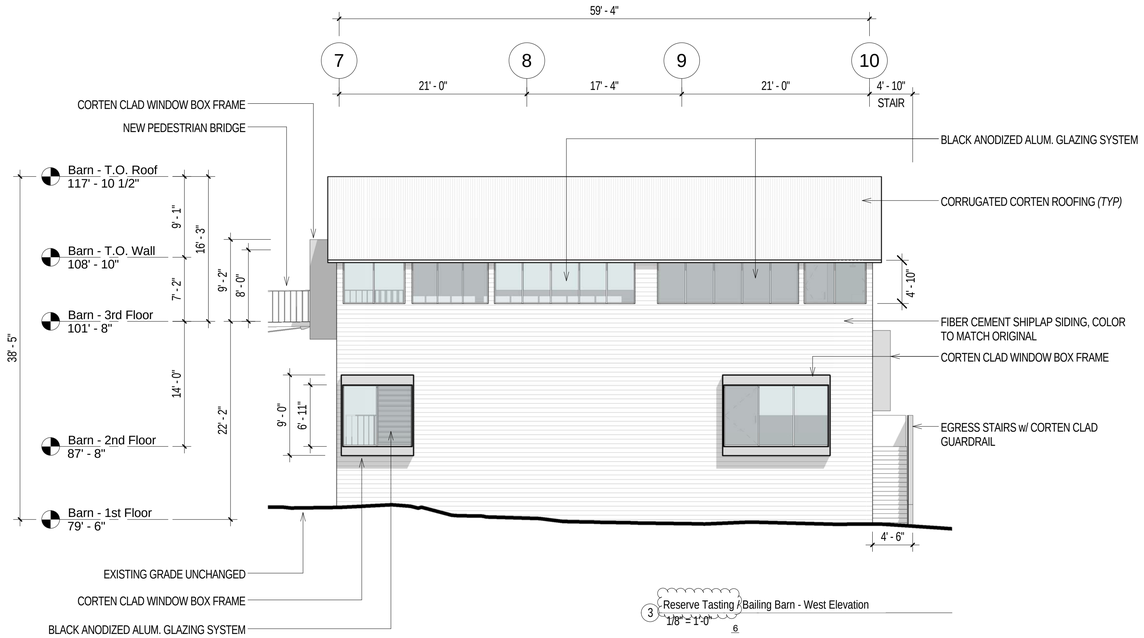
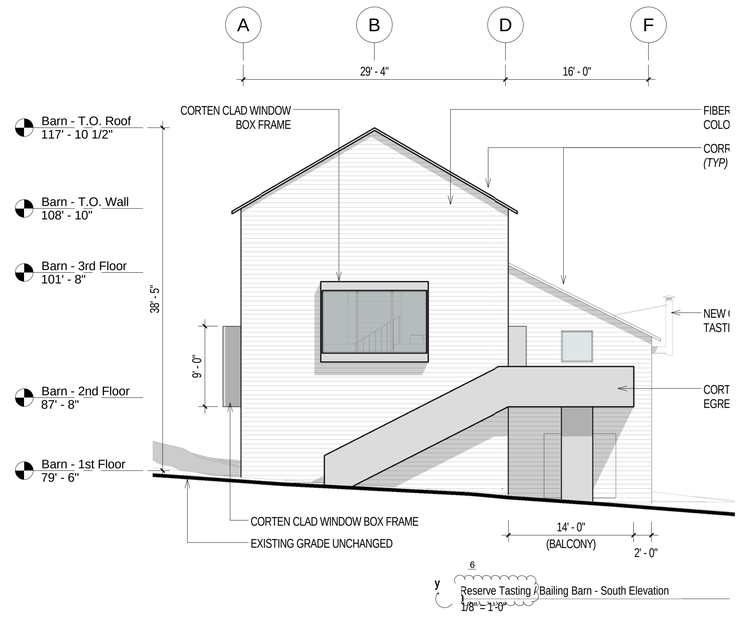


2 Reserve Tasting / Bailing Barn - North Elevation
1/8" = 1'-0"



3 Reserve Tasting / Bailing Barn - West Elevation
1/8" = 1'-0"



Reserve Tasting / Bailing Barn - South Elevation
1/8" = 1'-0"

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Issues/ Revisions

Description	Date
Design Review Modifications	*08.24.17*

Date: 8/24/2017 1:52 PM
n By: LB
ked By: TOL
: 1/8" = 1'-0"

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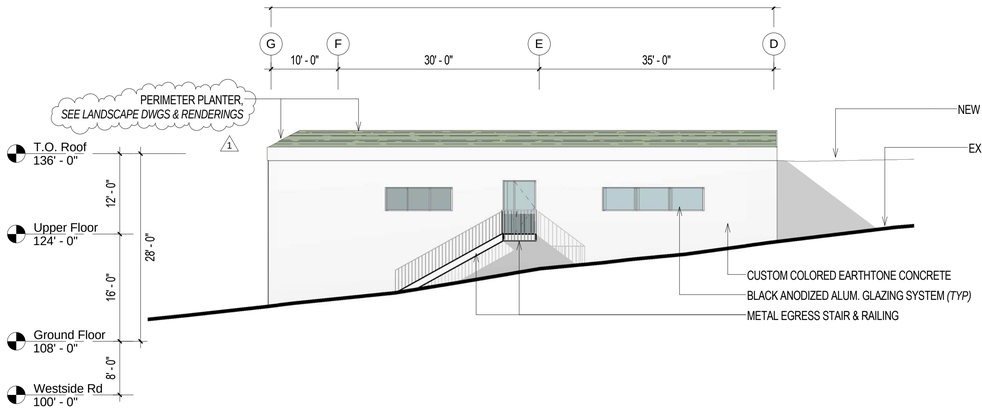
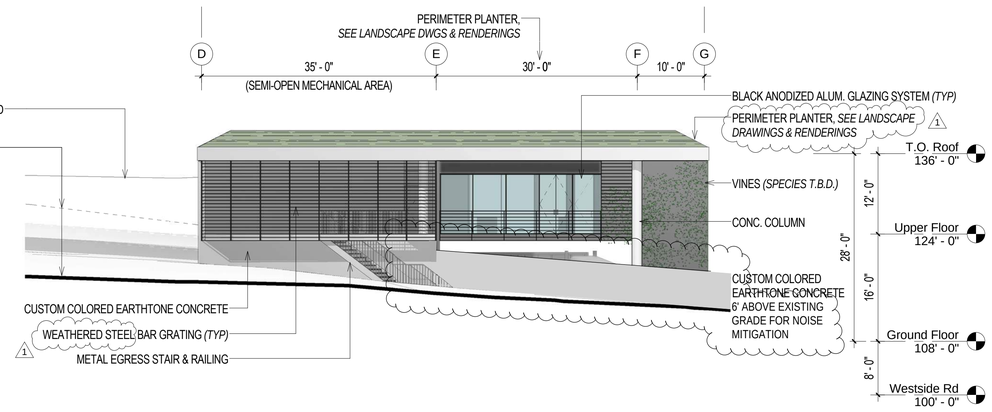
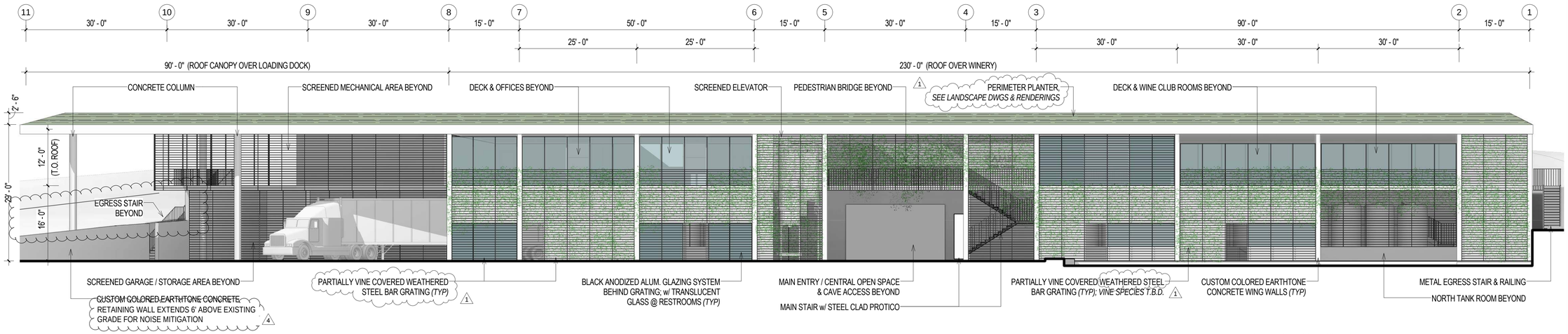


3 Winery - North Elevation
3/32" = 1'-0"



2 Winery - South Elevation
3/32" = 1'-0"



1 Winery - Front / East Elevation
3/32" = 1'-0"

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Rev. #	Description	Date
1	*Design Review Modifications*	*04.15.15*
4	*Noise Mitigation Modifications*	*08.16.17*

Date: 8/16/2017 4:19 PM
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: 3/32" = 1'-0"

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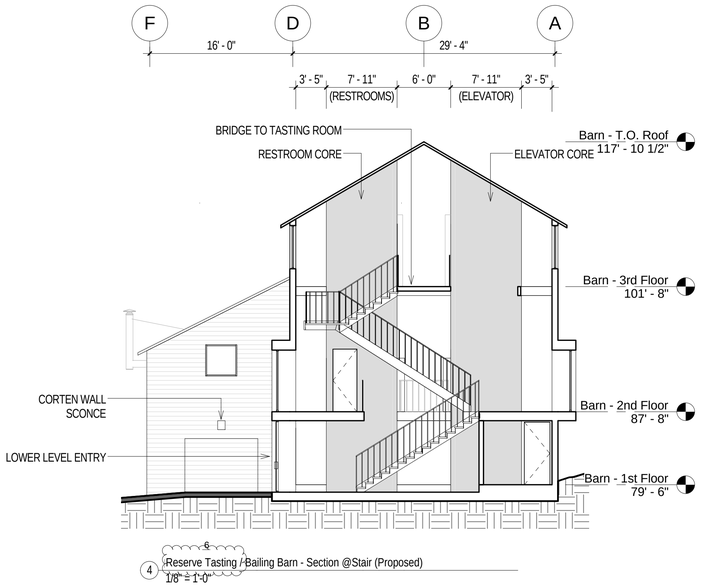
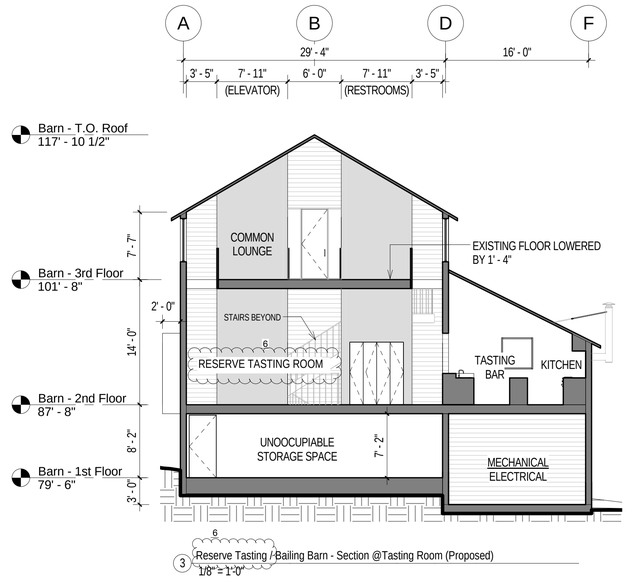
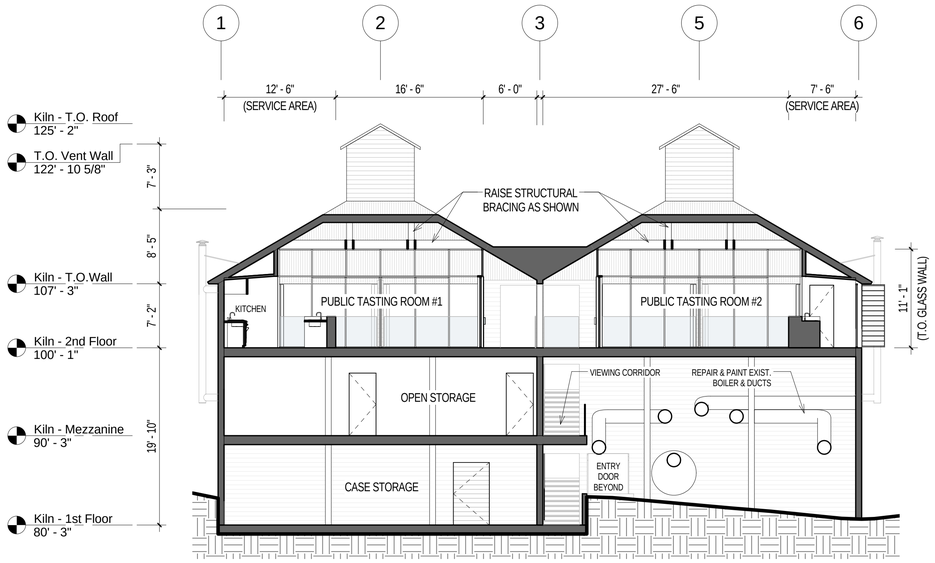
ew Winery



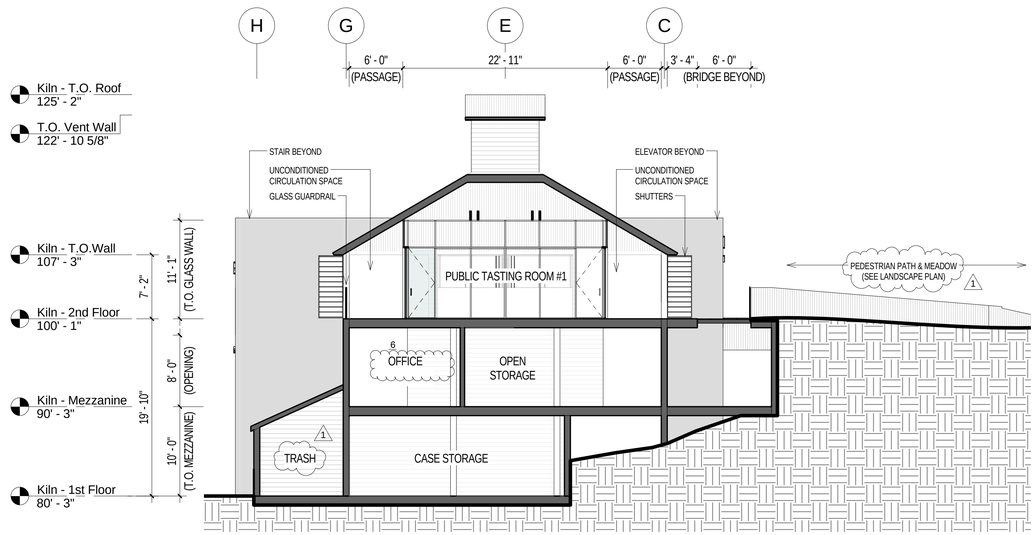
4 Reserve Tasting / Bailing Barn - Section @Stair (Proposed)
1/8" = 1'-0"



3 Reserve Tasting / Bailing Barn - Section @Tasting Room (Proposed)
1/8" = 1'-0"



2 Public Tasting / Hop Kiln - Longitudonal Section (Proposed)
1/8" = 1'-0"



1 Public Tasting / Hop Kiln - Cross Section (Proposed)
1/8" = 1'-0"

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C 17044
1-31-17
RENEWAL DATE
STATE OF CALIFORNIA

Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15
6	Design Review Modifications	08.24.17

Print Date: 8/24/2017 1:52 PM
Drawn By: LB
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Scale: 1/8" = 1'-0"

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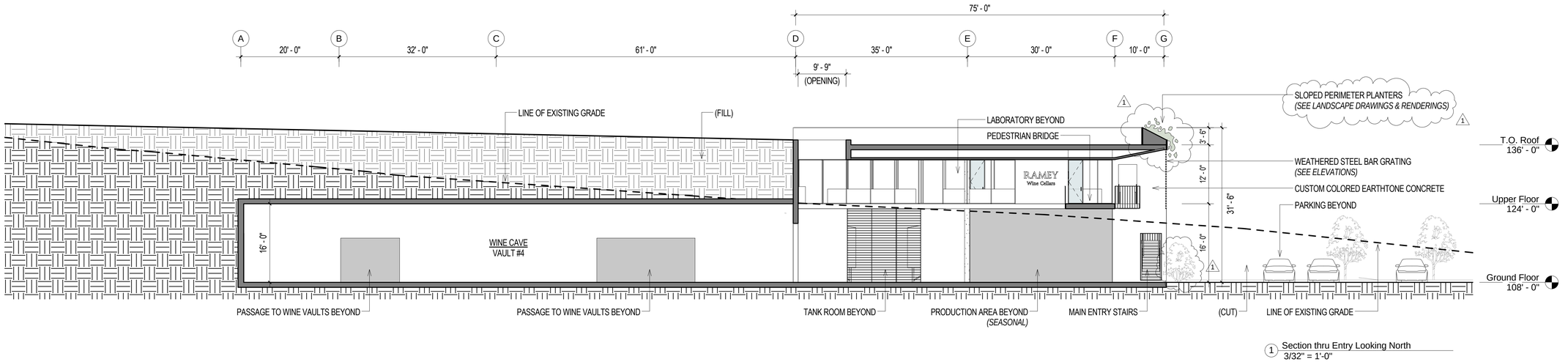
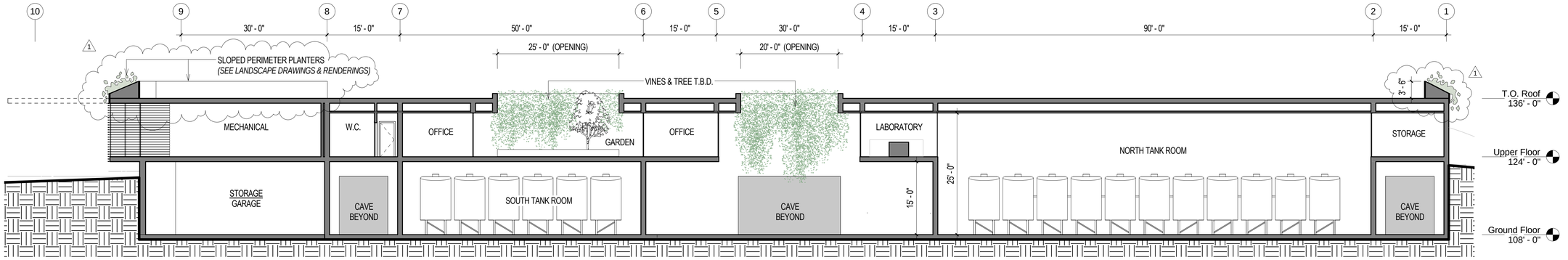
Tasting KILN & BARN Sections (Proposed)

A3.00



1 Section thru Entry Looking North
3/32" = 1'-0"



2 Section @ Tank Rooms & Garden
3/32" = 1'-0"

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Rev. #	Description	Date
1	Design Review Modifications	04.15.15

Print Date: 4/16/2015 11:26:02 AM
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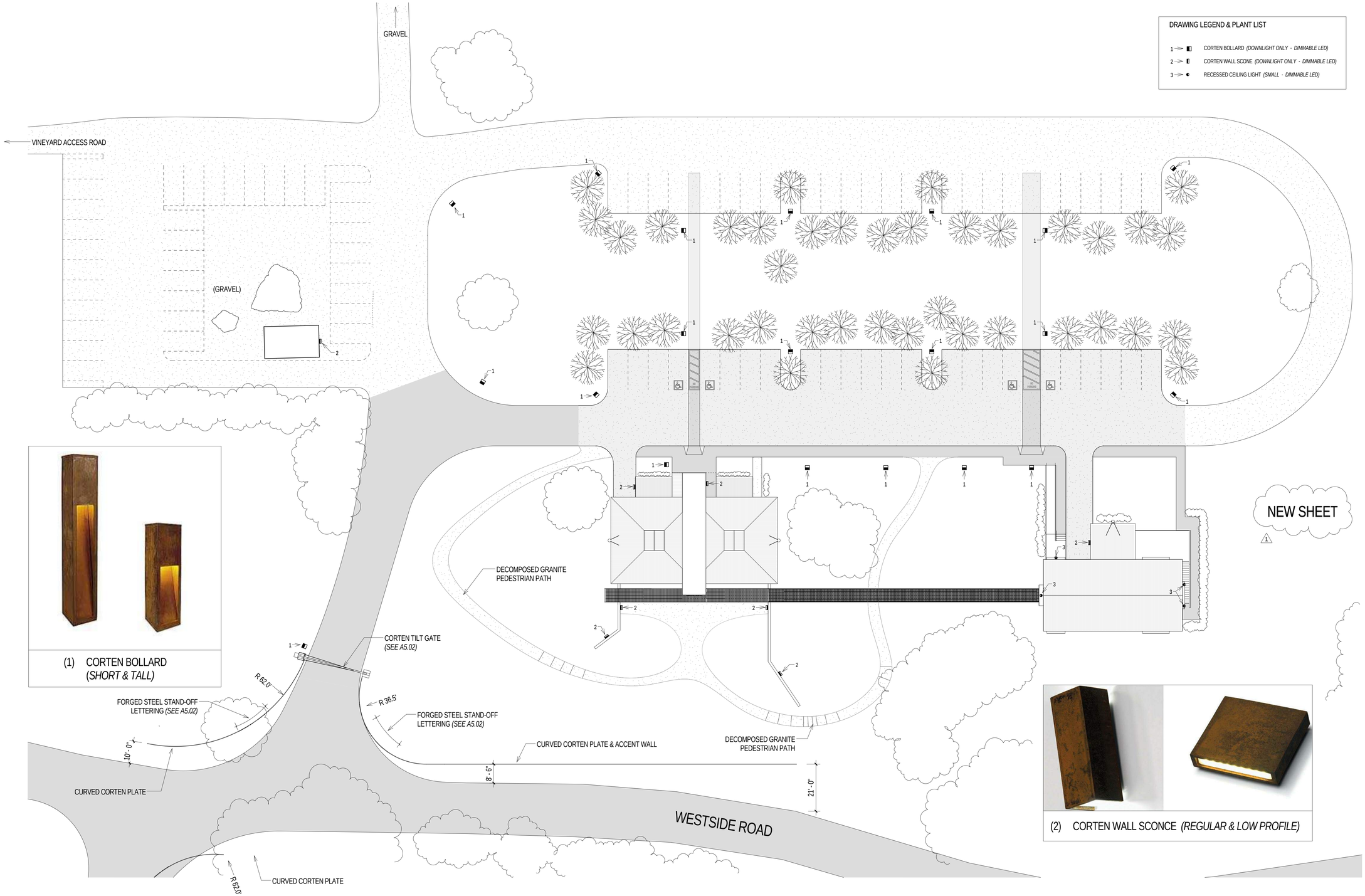
New Winery
Sections

A3.01



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Scale: 1" = 20'-0"

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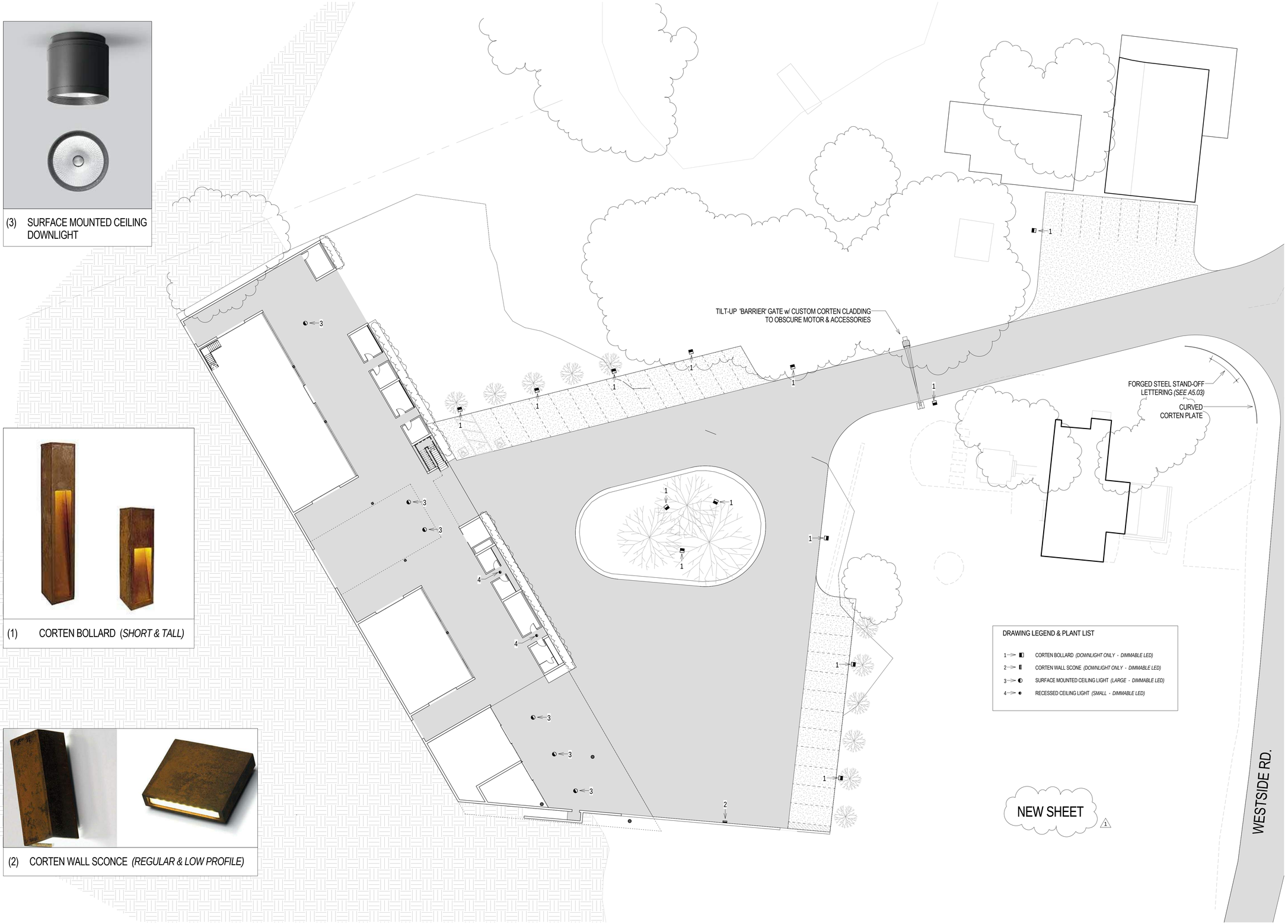
Signage & Ext. Lighting Plan (East Side)

A5.00

(3) SURFACE MOUNTED CEILING DOWNLIGHT

(1) CORTEN BOLLARD *(SHORT & TALL)*

(2) CORTEN WALL SCONCE *(REGULAR & LOW PROFILE)*



DRAWING LEGEND & PLANT LIST

1	◧	CORTEN BOLLARD *(DOWNLIGHT ONLY - DIMMABLE LED)*
2	▮	CORTEN WALL SCONE *(DOWNLIGHT ONLY - DIMMABLE LED)*
3	◐	SURFACE MOUNTED CEILING LIGHT *(LARGE - DIMMABLE LED)*
4	●	RECESSED CEILING LIGHT *(SMALL - DIMMABLE LED)*

NEW SHEET 1

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Issues/ Revisions

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1	*Design Review Modifications*	*04.15.15*

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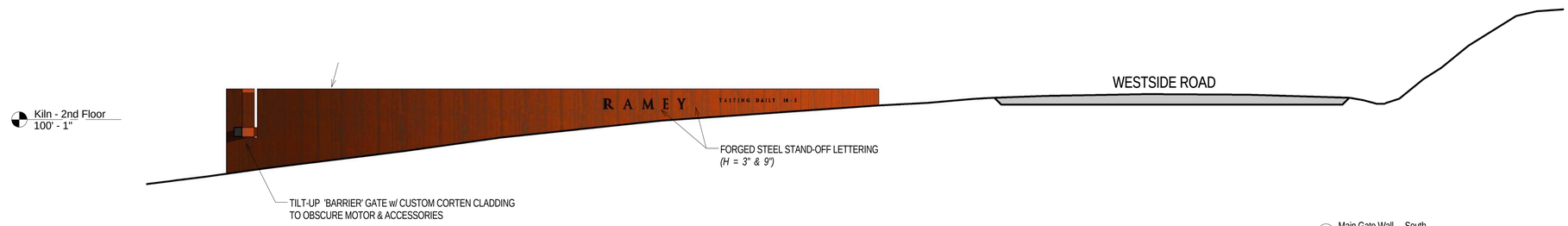
Signage & Ext. Lighting Plan (West Side)

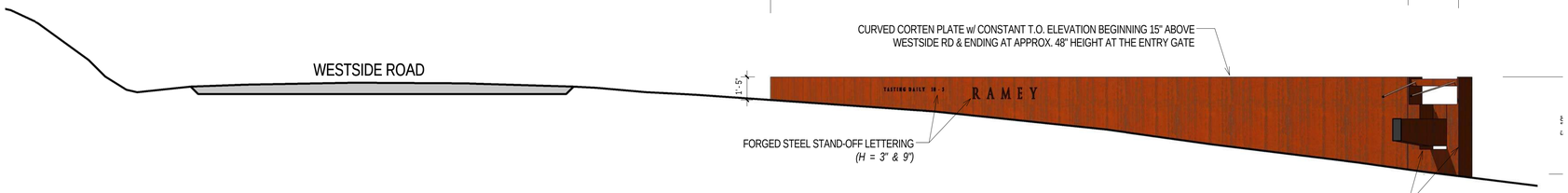
A5.01



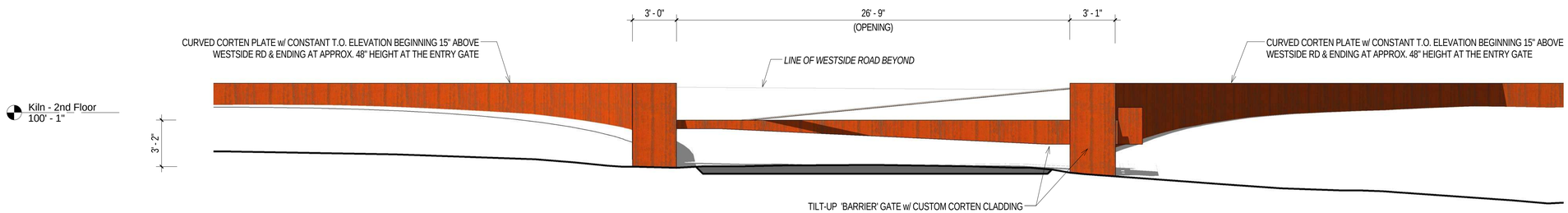
5 Main Gate Wall - South
1/4" = 1'-0"

NEW SHEET

1



4 Main Gate Wall - North
1/4" = 1'-0"



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Rev. #	Description	Date
1	Design Review Modifications	04.15.15

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Scale: 1/4" = 1'-0"

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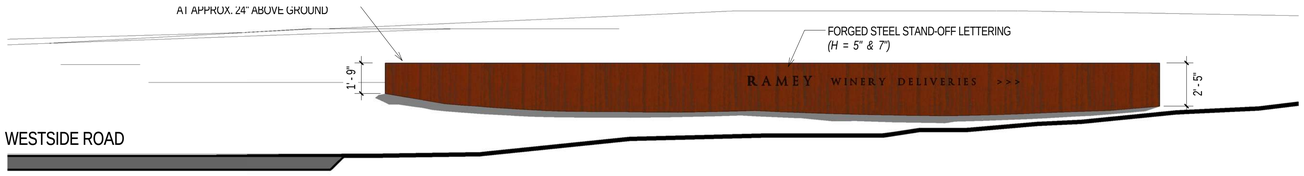
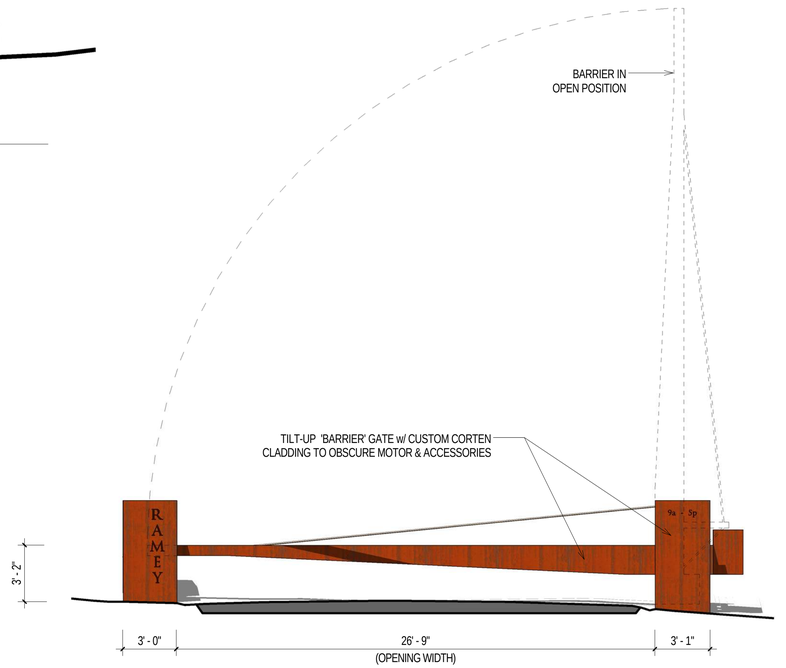
Landscape Elements & Gates

A5.02

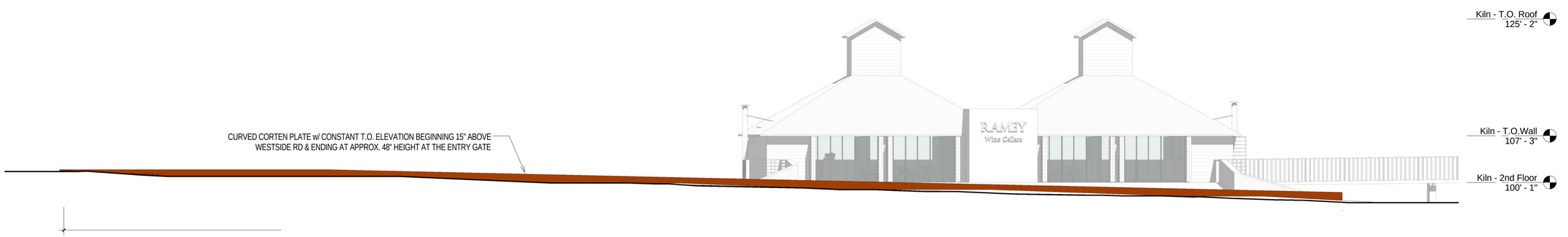


1 Curved Corten Plate @ Winery
1/4" = 1'-0"



2 Winery Gate
1/4" = 1'-0"

NEW SHEET
1



2620
SAN I
T 415

Rev. #
1

a

View Approaching from the North / Healdsburg - Existing Hop Kiln & Baling Barn

View Approaching from the North / Healdsburg - Proposed Public Tasting Room with Barn Doors Open

FOREGROUND RE-DESIGNED AS PER DESIGN REVIEW COMMENTS & RESPONSE

1

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Photomontage View from the North

A10.00

View from Westside Road Looking East - Existing Hop Kiln & Baling Barn

View from Westside Road looking East - Proposed Public Tasting Room with Barn Doors Open

FOREGROUND RE-DESIGNED AS PER DESIGN REVIEW COMMENTS & RESPONSE

1

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Photomontage View from the West

A10.01

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View Approaching from the South - Existing Hop Kiln & Baling Barn

View Approaching from the South - Proposed Public Tasting Room with Barn Doors Open

FOREGROUND RE-DESIGNED AS PER DESIGN REVIEW COMMENTS & RESPONSE 1

Ramey Winery

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Photomontage View from the South

A10.02

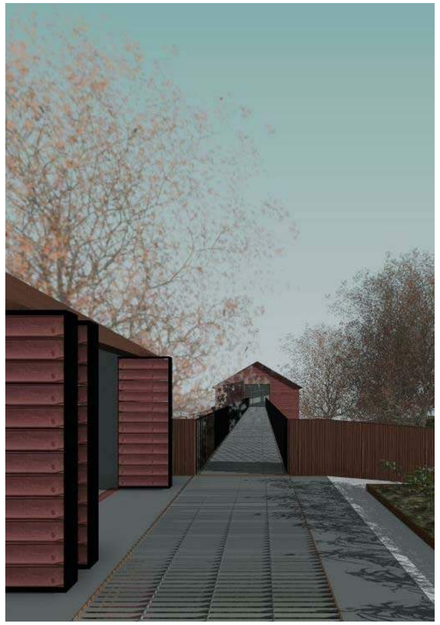
Remains of Old Trestle

3a

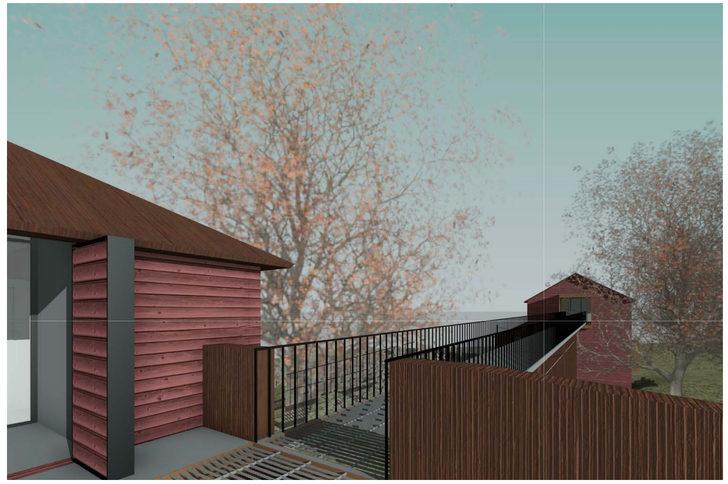
2a

1a

3b



2b



1b

Proposed Pedestrian 'Trestle' Bridge

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Old Trestle / Pedestrian Bridge Views

A10.03

View from Main Approach

View from Loading Dock

NEW SHEET
1

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Rev. #	Description	Date
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Print Date: 4/16/2015 1:29:19 PM
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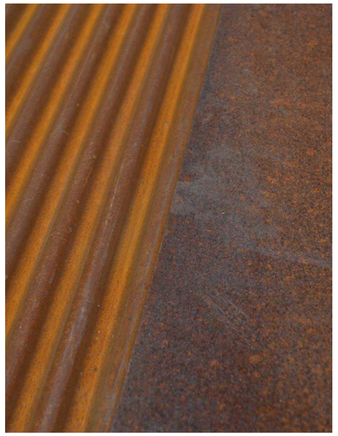
Winery Renderings

A10.04

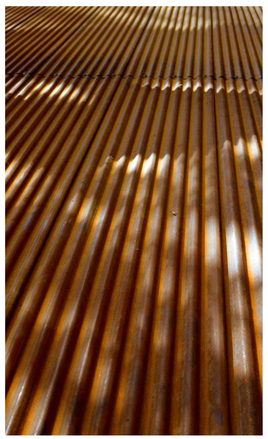
WEATHERING (CORTEN) STEEL PANELS
AT NEW WINDOW LOCATIONS

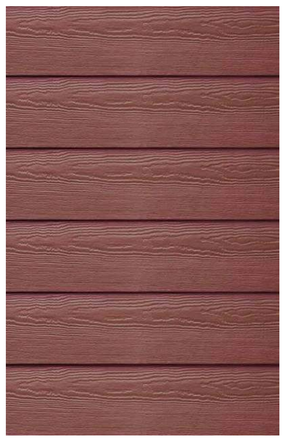


CORRUGATED & FLAT PANEL
'CORTEN' STEEL

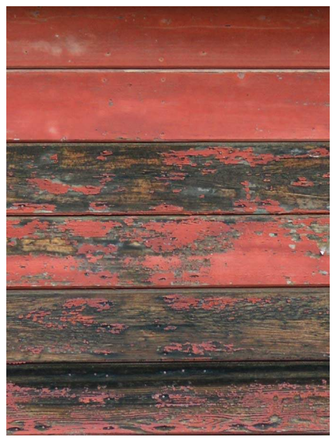
BLACK ANODIZED ALUMINUM
WINDOW SYSTEM

EXISTING REDWOOD SIDING





'TRADITIONAL RED' HARDIE PLANK
REPLACEMENT CLADDING



CORRUGATED CORTEN ROOFING

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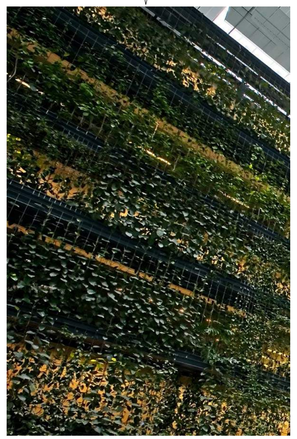
Materials Board - Tasting Kiln & Barn

A10.10

BLACK ANODIZED ALUMINUM
WINDOW SYSTEM

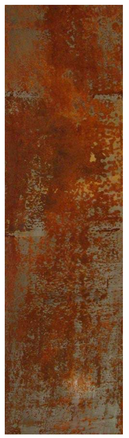
SEE ELEVATION FOR CORTEN BAR GRATING LOCATIONS AND EXTENT OF VINE COVERAGE

CORTEN BAR GRATING PANELS 1



VERTICAL VINE SCREENING
(SPECIES T.D.B.)

SEE ELEVATION FOR EXTENT OF VINE COVERAGE ON CONCRETE



'CORTEN' STEEL ACCENT ELEMENTS

EARTH TONE CAST-IN-PLACE CONCRETE

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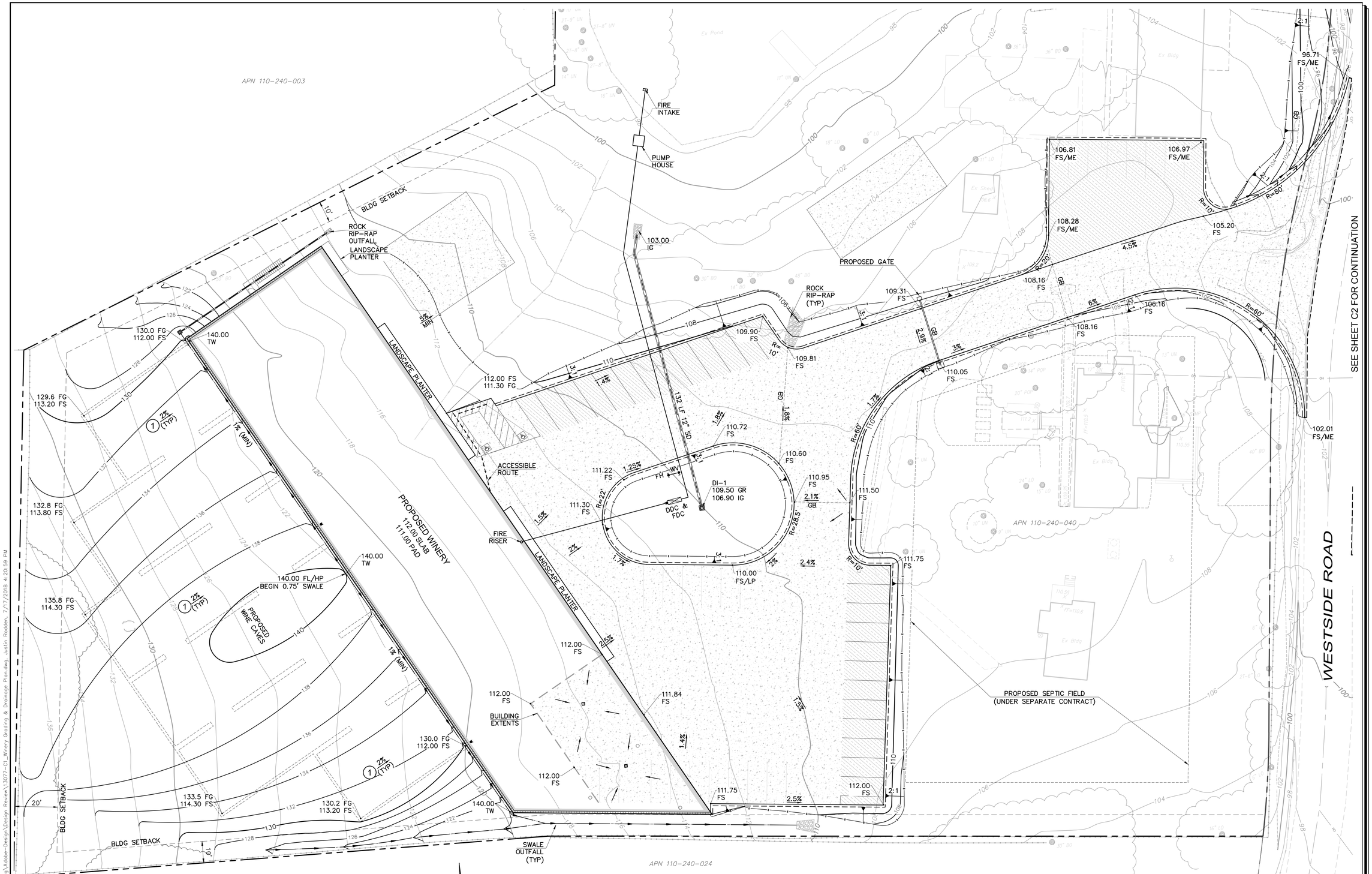
Materials Board - Winery

A10.11



KEY NOTES:

(1) SLOPE SHOWN IS FOR WINE CAVE FINISHED SURFACE BELOW

WINERY PRELIMINARY GRADING & DRAINAGE PLAN

20' 10' 0 10' 20' 40' 60'

Graphic Scale: 1" = 20'

PAVING LEGEND:

- AC OVER CL II AB
- CONC OVER CL II AB
- DECKING (SEE ARCH DWGS)
- CL II AB
- CHIPSEAL
- PERMEABLE CONC & CRUSHED STONE PAVERS
- NON-COMPACTED GRAVEL PATH (SEE ARCH DWGS)

Revisions

No.	Date	Description	Approved

adobe associates, inc.
civil engineering | land surveying | wastewater
1220 N. Dutton Ave., Santa Rosa, CA 95401
P. (707) 541-2300 F. (707) 541-2301
Website: www.adobeinc.com
"A Service You Can Count On!"

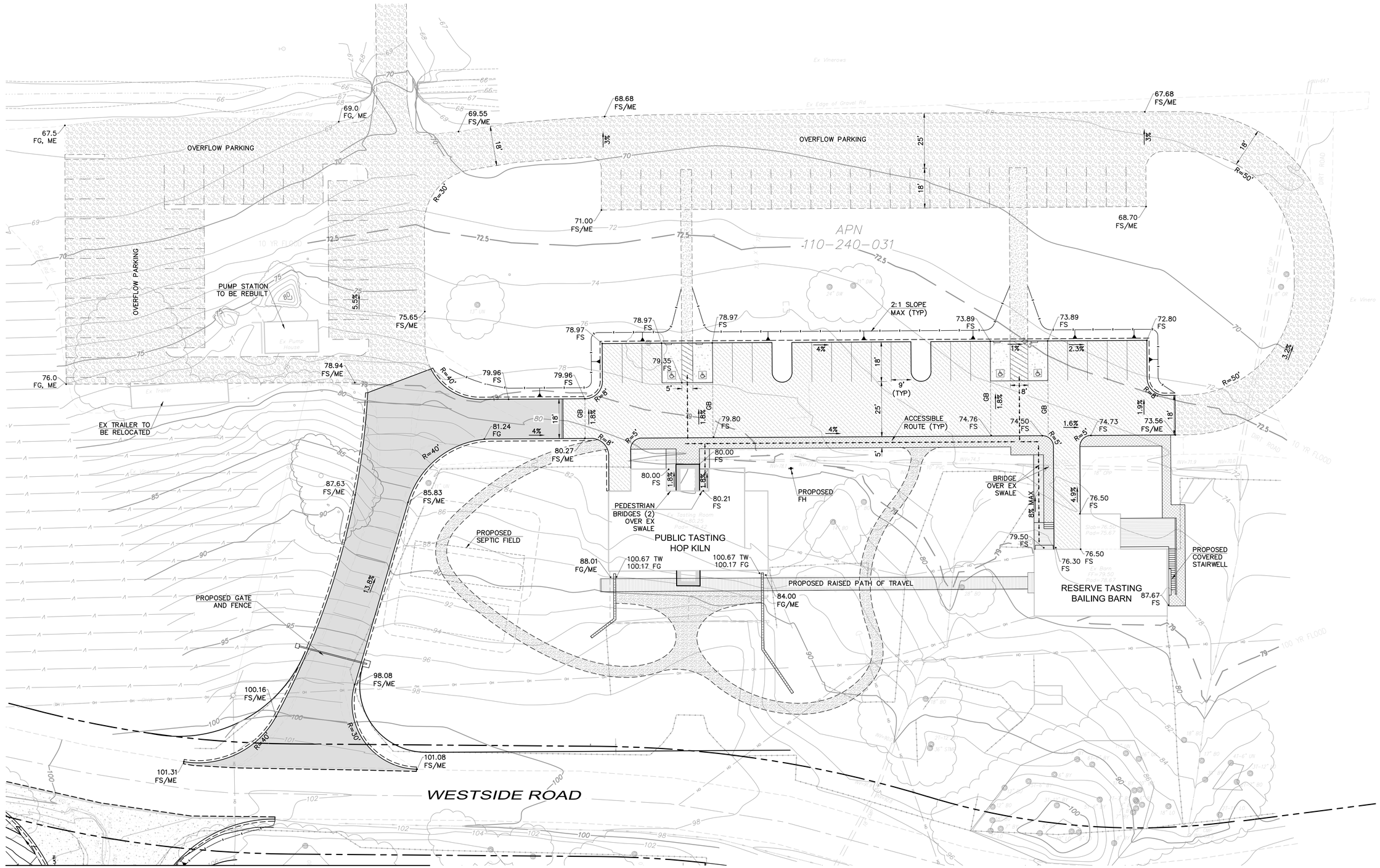
David R. Brown, RCE 41833
My license expires 3/31/2016

RAMEY WINERY
WINERY
PRELIMINARY GRADING & DRAINAGE PLAN
7097 Westside Road
Healdsburg, California
APN 110-240-031 & 040

SCALE: AS NOTED
Date: August 24, 2017
Design by: W.R.
Drawn by: W.R./dec
Checked by: T.L.S.

Sheet C1
of 2 Sheets
Job 13077

T:\2013 PROJECTS\13077\dwg\Adobe-Design\Design Review\13077-C1 Winery Grading & Drainage Plan.dwg, Justin Rodden, 7/17/2018 4:20:59 PM



SEE SHEET C1 FOR CONTINUATION

TASTING ROOM PRELIMINARY GRADING & DRAINAGE PLAN

20' 10' 0 10' 20' 40' 60'

Graphic Scale: 1" = 20'

PAVING LEGEND:

- AC OVER CL II AB
- DECKING (SEE ARCH DWGS)
- CHIPSEAL
- NON-COMPACTED GRAVEL PATH (SEE ARCH DWGS)
- CONC OVER CL II AB
- CL II AB
- PERMEABLE CONC & CRUSHED STONE PAVERS

T:\2013 PROJECTS\13077\dwg\Adobe-Design\Design Review\13077-C2_Tasting Room Grading & Drainage Plan.dwg, Justin Rodden, 7/17/2018 4:21:57 PM

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Website: www.adobeinc.com
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David R. Brown, RCE 41833
My license expires 3/31/2016

REGISTERED PROFESSIONAL ENGINEER DAVID R. BROWN No. 41833 Exp. 3/31/2016 CIVIL STATE OF CALIFORNIA

RAMEY WINERY
TASTING ROOM
PRELIMINARY GRADING & DRAINAGE PLAN
7097 Westside Road
Healdsburg, California
APN 110-240-031 & 040

SCALE: AS NOTED
Date: August 24, 2017
Design by: WJR
Drawn by: WJR/JGC
Checked by: TLS

Sheet
C2
of 2 Sheets
Job 13077

LUNDBERG DESIGN
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C13744
1-31-17
RENEWAL
STATE OF CALIFORNIA

Issues/ Revisions

Rev. #	Description	Date
1	*Design Review Modifications*	*04.15.15*

Print Date: 4/16/2015 11:34:51 AM
Drawn By: LB
Checked By: TOL
Scale: 1" = 20'-0"

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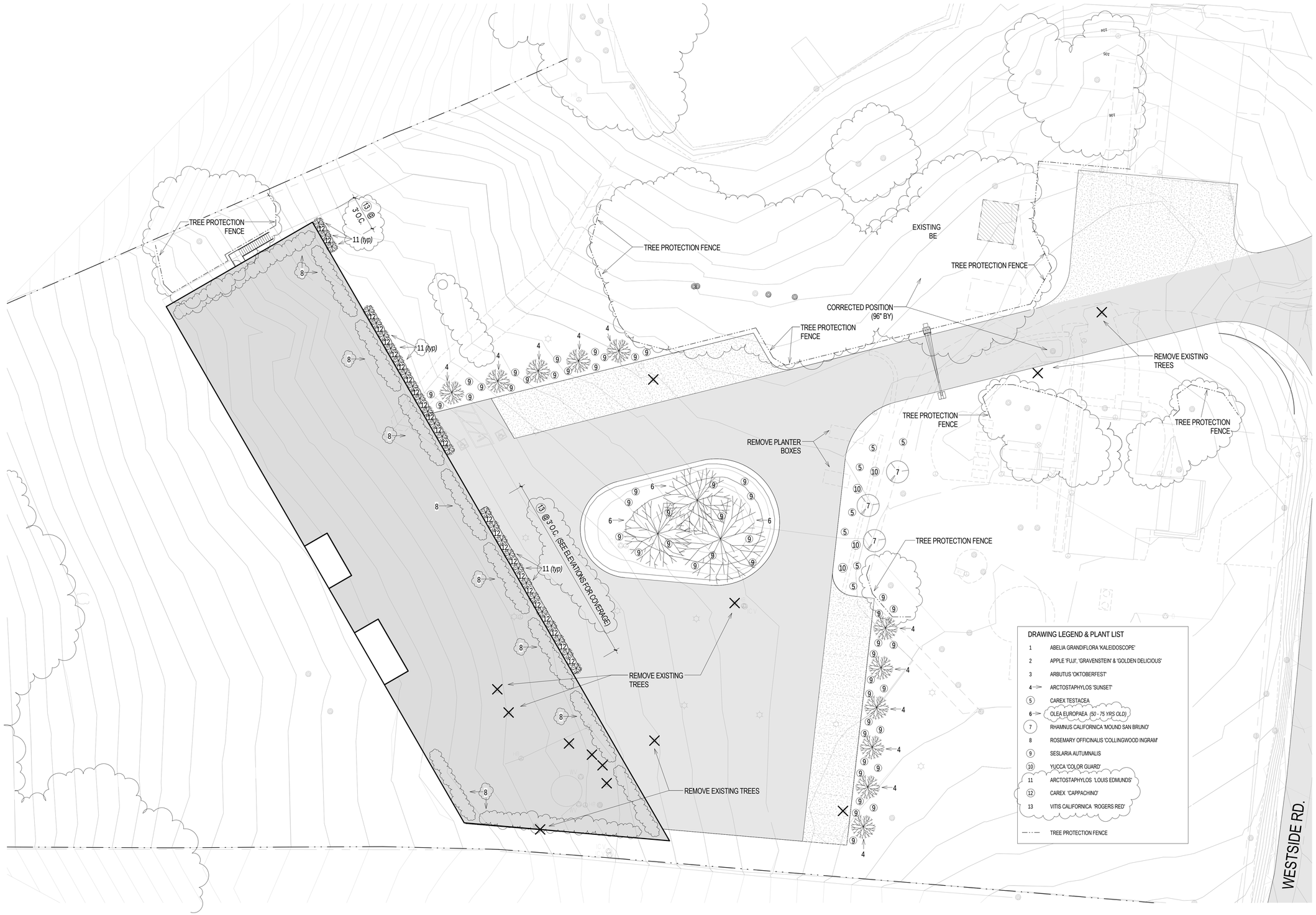
East Landscape Plan (Proposed)

L1



LUNDBERG DESIGN
2620 THIRD STREET
SAN FRANCISCO CA 94107-3115
T 415.695.0110 F 415.695.0379

Ramey Winery

7097 Westside Road
Healdsburg, CA

NORTH ARROW THIS SHEET

LICENSED ARCHITECT
THOMAS OLLE LUNDBERG
C-17744
1-31-17
RENEWAL DATE
STATE OF CALIFORNIA

Issues/ Revisions

Rev. #	Description	Date
1	*Design Review Modifications*	*04.15.15*

Print Date: 4/16/2015 11:26:59 AM
Drawn By: LB
Checked By: TOL
Scale: 1" = 20'-0"

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WEST Landscape Plan (Proposed)

L2

Resolution Number 17-010

County of Sonoma
Santa Rosa, California

September 21, 2017
UPE14-0008 Traci Tesconi

RESOLUTION OF THE BOARD OF ZONING ADJUSTMENTS, COUNTY OF SONOMA, STATE OF CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND GRANTING A USE PERMIT APPROVAL TO RAMEY VINEYARDS, LLC FOR A NEW WINERY WITH A PUBLIC AND A RESERVE TASTING ROOM WITH TWO-GUEST ROOM MARKETING ACCOMMODATIONS ON THE UPPER FLOOR, AGRICULTURAL PROMOTIONAL EVENTS, AND INDUSTRY WIDE EVENTS LOCATED AT 7097 WESTSIDE ROAD, HEALDSURG; APN'S 110-240-031, -032, and -040.

WHEREAS, the applicant, David and Carla Ramey, on behalf of Ramey Vineyards LLC, filed a Use Permit application with Permit Sonoma to construct a new winery building (two story, approx. 32,210 square feet) with a maximum annual case production of 60,000 cases, a new wine cave (approx. 20,720 square feet), a conversion of an existing historic hop kiln building to a public tasting room open from 10 am to 5 pm, 7 days a week, and a conversion of an existing historic hop baling barn to a reserve tasting room with a two-guest room marketing accommodation unit on the upper floor. The request includes 22 agricultural promotional events per year with a range of maximum guests (10 events with 30 guests, 5 events with 60 guests, 5 events with 120 guests, & 2 events with 300 guests), and participation in industry wide events totaling two event days per year with a maximum of 300 guests on 75 acres. On the west side of the project site, agricultural promotional events would be limited to a maximum of 30 guests and industry wide events will not be held on this portion of the project site. A four- year Use Permit term is requested under Section 26-92-130 of the Zoning Code. No weddings, receptions, or concerts are proposed. The parcel is under a prime Land Conservation Contract. No vines will be removed to accommodate the winery facility or related site infrastructure. The property is located at 7097 Westside Road, Healdsburg; APN APNs: 110-240-031, -032, and -040; Land Intensive Agriculture 60 acres per dwelling unit (east of Westside Road) and Land Intensive Agriculture 100 acres per dwelling unit (west of Westside Road); Supervisorial District No. 4 and 5.

WHEREAS, a Mitigated Negative Declaration was prepared for the Project and noticed and made available for agency and public review in accordance with the California Environmental Quality Act ("CEQA") and the State and County CEQA Guidelines; and

WHEREAS, in accordance with applicable provisions of law, the Board of Zoning Adjustments held a public hearing on September 21, 2017, at which time the Board of Zoning Adjustments heard and received all relevant testimony and evidence presented orally or in writing regarding the Mitigated Negative Declaration and the Project. All interested persons were given an opportunity to hear and be heard regarding the Mitigated Negative Declaration and the Project; and

WHEREAS, on September 21, 2017, the Board of Zoning Adjustments approved the project with modifications, approving the construction of a new winery building (two story, approx. 32,210 square feet) with a maximum annual case production of 60,000 cases, a new wine cave (approx. 20,720 square feet), a conversion of an existing historic hop kiln building to a public

tasting room open from 10 am to 5 pm, 7 days a week, and a conversion of an existing historic hop baling barn to a reserve tasting room with a two-guest room marketing accommodations on the upper floor. Including 20 agricultural promotional events per year with a range of maximum guests (10 events with 30 guests, 5 events with 60 guests, and 5 events with 120 guests) and participation in industry wide events totaling two event days per year with a maximum of 300 guests on 75 acres. On the west side of the project site, agricultural promotional events would be limited to a maximum of 30 guests and industry wide events will not be held on this portion of the project site. A four-year term to activate the Use Permit was approved as allowed under Section 26-92-130 of the Zoning Code. No weddings, receptions, or concerts were proposed and were not approved under this Use Permit.

The Board of Zoning Adjustments eliminated from the project the two agricultural promotional events with a maximum of 300 guests; recommended solar panels be installed on the winery building roof; required the winery building be completed and granted final occupancy within two years of commencement of the tasting rooms operations, or the tasting rooms uses shall cease until such time the winery building receives final occupancy; and prohibited the Permit Holder/Applicant from granting any future well easements or agreements of the project site wells.

WHEREAS, the Board of Zoning Adjustments has had an opportunity to review this Resolution and finds that it accurately sets forth the intentions of the Board regarding the Mitigated Negative Declaration and the Project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Zoning Adjustments makes the following findings:

1. The Board of Zoning Adjustments has considered the Mitigated Negative Declaration prepared to address environmental impacts of the project, together with all comments received during the public review process. Based upon the full record of proceedings (including the Initial Study and all comments received), there is no substantial evidence that the project as approved will have a significant environmental effect because Mitigation Measures have been incorporated into the Project as Conditions of Approval and agreed upon by the project applicant. Changes or alterations have been required of or incorporated into the project through the Conditions of Approval that mitigate or avoid the potentially significant environmental effects of the proposed project. These changes or alterations have been agreed to by the applicant and are subject to the Mitigation Monitoring Program contained in the Conditions of Approval. The Mitigated Negative Declaration has been completed in compliance with State and County CEQA guidelines and reflects the independent judgment and analysis of the County of Sonoma.

2. The project is consistent with the General Plan land use designation of Land Intensive Agriculture, and General Plan objectives to facilitate County agricultural production by allowing agricultural processing facilities and uses, including a winery and wine cave, in the Agricultural Land Use categories (Objectives AR 1.1, AR 1.2 and AR 5.1). Processing of agricultural products of a type grown or produced primarily on site or in the local area and tasting rooms and other temporary, seasonal, or year-round sales and promotion of agricultural products grown or processed in the county, subject to the criteria of General Plan Policies AR-5c, AR-5g, AR-6d, and AR-6f, are uses permitted with a Use Permit in the LIA zoning district. The project is consistent with General Plan Goal AR-5, which states that agricultural support services should be conveniently and accessibly located to the primary agricultural activity in the area because the winery is

located in an area producing wine grapes and located within the Russian River Appellation. Tasting rooms, agricultural promotional events and industry-wide events will promote the winery and the wines produced on the site, educate visitors on the making of wines, and increase wine club membership; all as part of the marketing of an agricultural product grown and processed in Sonoma County. These activities are consistent with General Plan Objectives AR-1.1, AR 1.2, AR 5.1 and General Plan Policies AR-1a, AR-4a, AR-5c, AR-5g, AR-6a and AR-6d.

3. The primary potential land use conflicts associated with the proposed agricultural processing and visitor-serving uses, including the winery, tasting rooms, agricultural promotional events, and industry-wide events are aesthetics, exterior lighting, traffic, parking, hydrology and water use, water quality, and noise. Conditions of approval have been incorporated into the project to reduce these and all other potential impacts to a less than significant level. The proposed design plans to convert the two existing hop kiln buildings into tasting rooms received preliminary approval in a joint session of the Sonoma County Landmarks Commission and the Design Review Committee. The two hop kiln buildings are dilapidated and unless they are rehabilitated, the County could lose an important part of the local agricultural heritage. The joint committee also recommended approval of allowing the two hop kiln buildings to remain within the scenic corridor setback along Westside Road and to be kept at their present height, which exceeds the 35-foot height limit in the LIA zoning district. A condition of approval requires that HD (Historical District) zoning be placed on the east side of the project site where the hop kiln buildings are located. The winery building and wine caves on the west side are located outside the 200-foot scenic corridor setback and meet other setback requirements and the 35-foot height limit in the LIA zoning district. All elements of the final site plan and design require final approval by the Design Review Committee and the Landmarks Commission prior to issuance of building permits, to ensure compliance with conditions of approval and mitigation measures related to aesthetics, neighborhood compatibility and preservation of historic and cultural resources. New exterior lighting shall be low mounted, downward casting, and fully shielded to prevent glare. Lighting shall be shut off automatically after closing and security lighting shall be motion-sensor activated.

   The Final Traffic Study prepared for the project by the traffic engineer from W-Trans, dated March 10, 2016, was reviewed and accepted by the Sonoma County Department of Transportation and Public Works. An Addendum letter prepared by W-Trans, dated April 21, 2017, explains that collision history for the study area indicates there were two collisions on the study segment in the most recent five-year period according to California Highway Patrol records. The collision rate is below average and according to the traffic engineer of W-Trans, the segment appears to be operating within expected safety parameters. The Conditions of Approval require driveway improvements, right of way dedication, and provision of all parking on site with no parking allowed on Westside Road. The frequency and size of agricultural promotional events are limited, and industry wide events will be two days total. Sight distances along Westside Road from the existing driveway locations were evaluated by W-Trans based on sight distance criteria contained in “A Policy on Geometric Design on Highways and Streets,” published by American Association of State Highways and Transportation Officials (AASHTO). The stopping sight distance criterion for private street intersection was applied by W-Trans for this evaluation. The minimum stopping sight distance needed for an approach speed of 35 mph is 250 feet. Sight distance to the north of the tasting room driveway on the

east side, after removal of the existing Westside Farms sign, is more than 400 feet. To the south of the tasting room driveway, the sight distance is more than 400 feet, which is more than adequate for the speed of traffic. The sight distance to the south of the winery driveway on the west side is 250 feet. To the north of the winery driveway, vegetation will be removed and the northwesterly hillside of the project site lowered and terraced to allow a sight distance of 250 feet, in accordance with a letter report, Grading and Cross Section Plan, and a Stopping Sight Distance plan prepared by the applicant's engineer, Adobe & Associates. Adobe & Associates also prepared a video simulation showing vehicles traveling along the project site with the sight distance improvements completed and sight stopping distance scenario. An Addendum letter from the traffic engineer of W-Trans, dated September 13, 2017, explains that with these improvements to increase sight lines to the north to at least 250 feet, sight lines will be adequate to allow safe operation of the driveway. Also, an existing mirror across Westside Road on the project site will remain and will extend sight lines.

In addition, a mitigation has been incorporated into the project to limit guest capacity for agricultural promotional events on the west side of the project site to a maximum of 30 guests which equals 12 vehicles using the standard ratio of 2.5 persons per vehicle. Industry wide events will not be held on this portion of the project site. A Traffic Control and Parking Management Plan has been prepared by the applicant to demonstrate queing areas for guest vehicles along the two project driveways for the winery and tasting rooms and the locations of parking attendants on duty for the duration of events. A Traffic Study's sensitivity analysis was done to demonstrate that even with events happening at the same time at more than one winery, there would not be traffic conflicts or an overconcentration of use. However, a condition has been added to the Use Permit to require event coordination between the Ramey winery and the two closest wineries (Williams-Seylem and Arista) for larger events of 100 guests or more, with the exception of the two industry wide event days since these event days are set by the Russian River Valley Grape Growers Association. The conditions also prohibit scheduling larger events during large organized bicycle events. Furthermore, a standard condition is included in the Use Permit requiring the applicant to participate in a future event coordination program to be used for wineries.

Based on the results of the Noise Assessment, dated March 2017 and the Noise Addendum dated August 2017 prepared by Illingworth & Rodkin, Inc., due to the distance of sensitive receptors (residences) and consistency with Table NE 2 of the Noise Element of the General Plan, mitigation is required to reduce heavy truck noise and mechanical and bottling noise. By extending a proposed retaining wall on and along the southerly property line next to the winery building, placing solid walls in the area of the mechanical room and restricting nighttime truck use and nighttime bottling, the noise standards of the General Plan can be met. Conditions of approval provide mitigation to reduce potential noise impacts from the different site features and buildings. The use of amplified music and sound, loud instruments (drums, cymbals, horns, and similar instruments) and acoustical music are only permitted indoors in the two tasting room buildings during daytime hours until 9 P.M. with doors and windows closed. Amplified music within the tasting room buildings shall be maintained at normal, not peak amplification levels, such that the L50 level of the amplified music not exceed 72 dBA at a distance of 50 feet. No outdoor music or use of sound systems is permitted around the tasting room buildings. No amplified music or sound is permitted either indoors or outdoors at the winery building. Outdoor events can only occur within the Picnic Grove Area until 9 P.M. and may use amplified speech limited to sound systems mechanically

set to a volume level no greater than 78 dBA at 50 feet. In the Picnic Grove Area, the use of quieter, non-amplified, acoustic musical instruments (such as piano, stringed instruments, woodwinds, flute, etc.) not exceeding the level of ordinary conversations, is permitted outdoors, during daytime hours until 9 P.M. Prior to temporary or final occupancy of the winery building or tasting room buildings, a long term, on-going Noise Management and Monitoring Plan for event activities shall be submitted and cleared by the Permit Sonoma Health Specialist. The Plan shall be implemented for the project operations. The applicants have agreed to the Mitigation Measures and Monitoring program.

The Groundwater Availability Study prepared by EBA Engineering concludes that the water supply characteristics of the underlying aquifer utilized by Wells #1 and #3 are more than adequate to accommodate the water demands associated with the proposed project and will not result in negative impacts to local groundwater or surface water resources. This conclusion is based on the fact that the project site is located within a Class 1 water area, identified in the Sonoma County General Plan as a major groundwater basin, and the underlying aquifer is comprised of alluvial deposits associated with the Russian River, which is a managed water system that ensures perennial flow throughout the year and serves as a continuous source of recharge to the aquifer. The projected radius of influence characteristics induced by the pumping operations will not encroach onto neighboring properties. In addition, the proposed water use is projected to induce no measurable changes in surface water flows in the Russian River. A Condition of Approval for the project prohibits the Permit Holder/Applicant from granting any future well easements or agreements which would allow water from the project site wells to be used by third parties or transferred for off-site uses.

All project development will be over 800-feet from the Russian River. According to the Plan, there will be a slight increase in runoff for the 2-year 24-hour storm as a result of the proposed improvements. The increase in the runoff in the area of the winery improvements will be captured in the existing pond. The existing pond will have adequate capacity to capture increase. Water treatment will be achieved by allowing the runoff to flow through vegetated buffer areas prior to entering the pond. There will be a slight increase in runoff east of the tasting room improvements that will infiltrate into the existing vegetation prior to exiting the property. The Best Management Practices incorporated into the proposed project, including the vegetated buffer areas, will provide the necessary treatment to meet the County's Low Impact Development (LID) requirements. . These improvements as designed would reduce the potential impacts on water quality to a level of less than significant.

The industrial wastewater from the proposed winery processing will be collected, aerated and stored in a series of treatment tanks to be disposed of via an irrigation system to serve the on-site vineyard. Domestic sewage disposal from the tasting rooms, marketing accommodations, guest and employee restrooms will be disposed of via on-site septic systems adjacent to the tasting room buildings on the east side and near the existing farmhouse on the west side. Both the winery wastewater system and the domestic systems will be designed by an engineer to meet all applicable standards. The property consists of flat gentle sloping terrain with slopes ranging between 5-15 percent. The soil classification of the project site is "Yolo Loam" which is commonly found in the Russian River and Dry Creek Valleys and described as sandy loam, gravelly loam, silt loam, and clay loam surface layers in some areas. Yolo Loam is suitable for domestic

and industrial wastewater disposal systems. The Russian River forms the eastern boundary to the property. Both the winery wastewater system and domestic septic systems will be more than 800 feet from the Russian River.

4. The proposal is consistent with the LIA (Land Intensive Agriculture) zoning designation, which allows the following under Section 26-040-020 (i) of the Zoning Ordinance with a Use Permit approval: tasting rooms and other temporary, seasonal or year-round sales and promotion of agricultural products grown or processed in the county. Sonoma County has a long history of permitting agriculture promotional events at wineries as a marketing tool that promotes the wine produced or grown on site. Project conditions of approval prohibit the winery facility from being rented out to third-parties for any activities, including events, weddings, or concerts.

5. The project is consistent with the Scenic Resources and Scenic Corridor development standards in Article 26-64 of the Zoning Ordinance. Specifically, the project proposes to rehabilitate and repurpose the hop kiln and baling barn buildings which are historic resources located within the Scenic Corridor 200 foot setback from the centerline of Westside Road. To the extent that the project requires new construction or structures in the setback related to the hop kiln and baling barn buildings, this construction is allowed pursuant to an exception in Section 26-64-030 (a)(5)(i) for new structures subject to design review which are associated with existing structures. To the extent construction in the setback relates to the existing hop kiln and baling barn buildings, it is allowed under an exception in Section 26-64-020(a)(3) for the maintenance, restoration, reconstruction or minor expansion of existing structures.

6. The project is consistent with the Land Conservation Act because: 1) the project will be supportive of agricultural production on the project and in the local area; 2) the project would not affect the agricultural use on adjacent properties because noise will be controlled and all parking needs can be accommodated on the project site; 3) the project site will continue to be devoted to agricultural use because well over fifty percent of the property is planted in vines; 4) all other uses, including the winery building, tasting rooms, associated parking, landscaping and outdoor activity area, and existing residence are compatible with the agricultural use of the property and are consistent with the Land Conservation Act's Principles of Compatibility and the County's Uniform Rules for Agricultural Preserves. The existing and proposed development will collectively occupy no more than 3.75 acres of the 75 acre site, which meets the threshold to ensure that they remain incidental to the primary use of the land for agriculture; 5) there will be no removal or displacement of vines; 6) operation of the tasting rooms and hosting agricultural promotional events are consistent with the Land Conservation Act because they are marketing tools to help sell the wine produced on-site and ensure the long term viability of the vineyard and processing facility; 7) no permanent structures solely devoted to the agricultural promotional event activities will be constructed on the site, and none of the events will last more than two consecutive days; 8) the marketing accommodations for two guest rooms are consistent with the local Uniform Rules; and 9) the agricultural promotional events and industry-wide events are annually limited in number, duration, and scope to ensure that the increase in the temporary human population drawn to the site will not hinder or impair agricultural operations.

7. The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the

neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. As discussed in Finding 2 above, in summary, the particular circumstances in this case are: exterior lighting must be low mounted, downward casting and fully shielded to prevent glare, lighting shall shut off automatically after closing and security lighting shall be motion-sensor activated; Westside Road is adequate to support the volume of traffic associated with the proposed land uses; improvements will be done on the project site to provide adequate northerly sight line on the winery side of the project site, the project will not compromise agricultural capability because the proposed use is related to agriculture and no vines will be removed to accommodate the project; and mitigations have been incorporated into the project to ensure that noise from construction, winery operations, and agricultural promotional event and industry wide event activities shall meet the Daytime Noise limit standards established in the General Plan, with limited hours of event activities, and the conditions placed on the project to control noise and restrict the use of any outdoor amplified music and sound systems. Other project related circumstances include that the project will not create a detrimental concentration of visitor-serving and recreational uses because the traffic generated by the project will not result in road access conflicts; the project will preserve historic resources important to the local agricultural heritage and the rural character of the neighborhood; the project applicant will coordinate agricultural promotional events with the two adjacent wineries to off-set event days and/or event times , and no event will be held the same time as a large bicycle event. The project site wells will not affect or cause a significant drawdown of neighboring wells in the area or the Russian River; a Traffic Control and Parking Management Plan will be implemented to control guest traffic entering and exiting the project site, and guest vehicle parking and movement on the project site. Use of amplified music or sound and loud musical instruments are only permitted indoors at the tasting room buildings during daytime hours with doors and windows closed. Outdoor events and activities, including outdoor wine tasting, are only permitted at the Picnic Walnut Grove area, as depicted on the Site Plan. In the Picnic Walnut Grove area, amplified speech is limited to sound systems mechanically set to a volume level no greater than 78 dBA at 50 feet. The winery's Use Permit is under a one-year review of event activities after commencement of the first event to determine condition compliance.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments hereby adopts the Mitigated Negative Declaration and Mitigation Monitoring Program set forth in the Conditions of Approval. The Board of Zoning Adjustments certifies that the Mitigated Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and County CEQA Guidelines, and finds that the Mitigated Negative Declaration reflects the independent judgment and analysis of the Board.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments hereby grants the requested Use Permit, subject to the Conditions of Approval in Exhibit ''A'', attached hereto.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments designates the Secretary as the custodian of the documents and other material which constitute the record of proceedings upon which the Board's decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments' action shall be final on the 11th day after the date of the Resolution unless an appeal is taken.

THE FOREGOING RESOLUTION was introduced by Commissioner Mauritson, who moved its adoption, seconded by Commissioner Reed, and adopted on roll call by the following vote:

Commissioner	Carr	No
Commissioner	Reed	Aye
Commissioner	Davis	Aye
Commissioner	Mauritson	Aye
Commissioner	Shahhosseini	Absent

Ayes: 3 Noes: 1 Absent: 1 Abstain: 0

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

permit SONOMA

County of Sonoma
Permit & Resource Management Department

Sonoma County Board of Zoning Adjustments
DRAFT MINUTES

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: September 21, 2017
Meeting No.: 17-09

ROLL CALL

Greg Carr
Larry Reed
Komron Shahhosseini-Absent
Pamela Davis
Cameron Mauritson, Chair

STAFF MEMBERS

Dean Parsons
Rod Simpson
Traci Tesconi
Danielle Letourneau, Secretary
Leslie Thomsen, County Counsel

BOARD OF ZONING ADJUSTMENTS REGULAR CALENDAR

Item No.:	2
Time:	1:30 PM
File:	UPE14-0008
Applicant:	David and Carla Ramey
Owner:	David and Carla Ramey Trust
Cont. from:	N/A
Staff:	Traci Tesconi, Project Planner
Env. Doc:	Mitigated Negative Declaration
Proposal:	Request for a Use Permit to construct a new winery building (two story, approx. 32,210 square feet) with a maximum annual case production of 60,000 cases, and a new wine cave (approx. 20,720 square feet) on the west side of the project site. On the east side, is the conversion of an existing historic hop kiln building to a public tasting room open from 10 am to 5 pm, 7 days a week, and conversion of an existing historic hop baling barn to a reserve tasting room with a two-guest room marketing accommodation on the upper floor. The request also includes 22 agricultural promotional events per year with a range of maximum guests (10 events with 30 guests, 5 events with 60 guests, 5 events with 120 guests, & 2 events with 300 guests), and participation in industry wide events totaling two event days per year with a maximum of 300 guests on 75 acres. On the west side of the project site,

	agricultural promotional events would be limited to a maximum of 30 guests and industry wide events will not be held on this side of the project site. A four- year Use Permit term to activate the permit is requested under Section 26-92-130 of the Zoning Code. No weddings, receptions, or concerts are proposed. The parcel is under a prime Land Conservation Contract. No vines will be removed to accommodate the winery facility or related site infrastructure.
Location:	7097 Westside Road, Healdsburg
APN:	110-240-031, -032, and -040
District:	4 & 5
Zoning:	LIA B6-60; F1, F2, RC200/100, SR, VOH (Land Intensive Agriculture: Flood Plain; Riparian Corridor 200/100; Scenic Resources; Valley Oak Habitat Combing Districts – east of Westside Road); LIA B6-100; SR (Land Intensive Agriculture: Scenic Resources – west of Westside Road).

Staff Presentation: Traci Tesconi summarized the staff report, which is incorporated herein by reference.

David Ramey, Applicant, Sonoma County resident for 40 years, has helped to establish many wineries. He has been operating in leased buildings in Healdsburg since 2002. He wishes to purchase property to have better control over their business and pass it down to his children. The subject property is ideal for their growing business. The emphasis will be on a mid-sized winery. They are not asking for an event center. They want to improve safety on the west side turn into the property and replace the existing trees.

Allen Ramey, **Healdsburg and property owner,** is committed to the project and the property. They purchased the site in 2012 and have spent 4.5 years planning the winery. Denial of the project will have a negative financial impact on the family. Ramey considers the project to be a family commercial farm and tasting room. They would like a kitchen to be able to prepare hot meals for their team in the hop kiln building.

Carla Ramey, Healdsburg, stated that she uses the back of the house to do bookkeeping, payroll, permitting, taxes, etc. Regarding concern expressed about the "office complex," there are two offices below and 10 offices above. They have 11 employees who need office space. She did not feel that this is excessive, as they employ sales people. Another comment called the project a distribution center. They are part of the Vintners Co Op, so the wine goes there once it's bottled. Direct-to-consumers orders go through a fulfillment center.

Claire Ramey, Westside Farms, stated that the 60,000 cases proposed for the site is below the case average for the area. Ramey discussed other winery permits on Westside Road. They are asking for 22 events per year, are not proposing parties. The events will promote agriculture in the county. The owners want to work with neighbors along the road and bicycle events so there is no overlap.

Public Hearing Opened at 3:09

Ariel Kelly, Healdsburg, lives near the property. She supported the project and is excited about the plans for historic restoration.

Kim Wallace, a second generation owner of a winery, supported the project, and appreciates the sustainability measures being incorporated.

Stuart Brian, Santa Rosa, has known the applicant for 30 years and attests to his wine making skills and integrity. The wines he produces are some of the highest quality. He supported the project and said it would be a fine use for the property.

Laura Morgan, Sebastopol, opposed the project because of the cumulative impact from similar projects on the rural road. The Winery Working Group goal is preserve rural Sonoma County. It is not the subject application, but the overall concentration that need to be regulated.

Jean Larson, Redwood Empire Food Bank, which provides millions of meals in the region, and couldn't do it without the support of businesses in the area. The Ramey family are excellent supporters and as their business grew so did their support of the community. Their support is consistent and has helped to expand programs, build buildings. Their generosity over the years has helped to give over 100,000 meals per year. For their size, the Ramey family is one of the most generous and supportive donors.

Nancy Bailey, Sebastopol, knew people who were prior owners of Farrell Winery and were anxious about who might purchase the property. They were extremely relieved when the Ramey family purchased the property, and could not think of a better neighbor. The family is involved in the community, has a family history, are in it for the long haul, and for the right reasons.

Tom Bonomi, Sebastopol, stated that the Ramey family are the right owners for the property and value the importance of commercial enterprise while seeing the need to preserve the historic buildings.

John Blucher, Westside Road, a life-long farmer and resident of Westside Road has seen the decline of the buildings on the property. He looked forward to seeing this project approved and feels the Ramey family will be great neighbors. It will retain the rural character. The scenic corridor is scenic because of the wineries, but the biggest detraction to rural character are the large homes built on agricultural land.

Tom Klein, owner of Rodney Strong Vineyards, said he that the applicant is honest, pragmatic, humble, and one of the geniuses of wine making in the county. He will live up to what he says he will do, he will work with the county to come up with solutions, and Mr. Klein supported the project.

Judith Olney, Westside Road, long time Sonoma County resident, expressed concern about the allowed uses, scale and impact of such a large project. The Chair should remind people what is being considered. The integrity of the family is not pertinent to the discussion. The Use Permit goes with the land as it is passed to new owners. We are reviewing a winery with different tasting rooms. The hop kilns and bailing barns are in the Scenic Corridor. Design Review and Landmarks Commission were clear about stated that permitted uses must be consistent with the General Plan.

Mark Bommersbach, Westside Road, stated that the BZA should deny the permit because public safety issues. The traffic review is insufficient for the sight distance portion. Apart from the CEQA issue, cars may drive faster, and it is a popular road for bicyclists. There are too many tasting rooms already located on Westside Road, and the BZA recently denied two other projects on the road.

Lisa Amador, Healdsburg, supported the project. She expressed confidence that the project should move forward with all the studies and the years that have passed.

Joan Ramsay had to leave but submitted her printed talking points.

John Balletto, Sebastopol, supported the project. The applicants have completed all required studies, it is consistent with General Plan policies to support agricultural heritage. There is a Right to Farm Ordinance in this county, and the project falls under this ordinance. Balletto stated that they were

blessed to have David Ramey running his winery in this county. Mr. Ramey helps promote Sonoma County around the world.

Lee Martinelli, Forestville, grows apples and grapes and sells some of their grapes to the Ramey Winery. He has done this for a couple of decades. He supported the restoration as commendable and stated that agricultural processing facilities are needed whether for apples, wineries, or chickens. Processing plants are vital to agriculture, and without them, farming cannot continue.

Nancy Citro, Westside Road, stated that average case production is 20,000 and this is 3 times that size. The relevant comparison should be to those wineries on Westside Road rather than the Russian River appellation. Visitor serving uses have been super-sized with all the events and commercial kitchens. There have been 200 wineries opened. The BZA should not deny the changes because they are in the Scenic Corridor, as was done recently with another project. Citro also expressed concern about road safety. The proposed modern winery building will be detrimental to the rural character of our county.

Eric Grams, Healdsburg, owns the vineyard on the south side of the Ramey property. He stated that the Ramey family has given much to the wine business in the county and has added to the prosperity of the county. They are a family operation and have been forthcoming about plans with neighbors. Grams was pleased that the dilapidated buildings will be refurbished and will help memorialize the county's long agricultural history. He is pleased to have the Ramey family as neighbors and supports the project.

Bryan Scott, Brentwood, also supported the project. It fits well in the surrounding area, and is consistent with traditional agriculture in the area. The project will be a high quality undertaking and will fit on the site in a crisp, balanced manner.

Lisabeth Holmefjord, Healdsburg, supported the project and asked for the permit to be approved. The owner is supportive of the local community, and the family is generous and supports local businesses in the community.

Trini Amador, Healdsburg, is next door neighbors of the Ramey family. He supported the project. Westside Road is not a residential area, it is an agricultural/business area. 90% of Westside Road is taken up by agricultural activities. This project is accentuating the rural character of the area. This zoned agricultural area is not any busier than other agricultural areas. Wine tasters in the area use Uber or professional drivers.

George Hamel, Kenwood, went through the application process himself. He believes that Sonoma County residents should embrace this project without hesitation. He believes in the value of the entire family working together, it's a throwback to a different era. The Ramey family listened to the community and their application reflects their consideration of the community requests.

Doug McIlroy, Healdsburg, supported the project. His family owned property before there were any tasting rooms on Westside road. He could not think of a better project than that which the Ramey family is proposing. The historic reconstruction is valuable.

William Campbell, Healdsburg long-time resident, recalled what it was like before all the wine development. While thankful for the wine industry, the hop kilns are dying. The project would be good for Healdsburg.

Sue Christiansen, Westside Road, works part time for a winery. She expressed concern about the proliferation of wineries on the road. She was concerned that five events with 120 people and the other

events with 300 people is too great and will greatly impact the area when there are cumulative events taking place. Traffic is always a problem when there are events.

Greg Dexter, Healdsburg, supported the project. They employ 16 people, and they support the community where they live and work. Dexter said the project will rejuvenate Westside Farms and ensure that the hop kilns will be there for us to enjoy for generations.

Cameron Frey, Healdsburg, is employed by the Ramey Winery in 2002. He stated that the employees are an extended family and what motivates them is the story behind the wine: It expresses the soil, the region, etc.

Mike Martini, Santa Rosa, supported the project and holds the Ramey family in high esteem.

Lockie Gillies, Healdsburg, has been employed by the Ramey family for 11 years. It says a lot about the Ramey family that their employees feel like family. He supported the project 100 percent.

Mike Haney, Director of Membership of Sonoma County Vintners supported the project and attested that the family is generous, active in the community, and the project is well thought out and perfectly compatible with the character of the area. The historic restoration will add to the character.

Al McWilliams, immediate neighbor, stated that there is probably no one in this room would be impacted more than him. They will see the winery outside their kitchen window, and they are in full support of the project.

Mark McWilliam, owner, Arista Winery, Westside Road, commented that public safety, noise and density are a concern. Traffic is already bad and a new winery will only add to congestion. A significant amount of the traffic is unrelated to the wineries on the road. During bicycle races, public safety is the real issue, not the winery business. He fully supported the project.

Kevin Barr, Geyserville, commented that when the pumpkin patch was located at the site, traffic was not a problem. He thinks it is great that the hop kilns will be restored and supported the project.

Larry Martin, Forestville, Founder of Food and Wine trails, stated that he is a former planner and it is his opinion that land owners have not been able to use their land as designated because of citizen groups.

Judy Temblock, Santa Rosa, wondered why the report chose to use weekend hours which were the loudest to determine noise impacts.

Olle Lundberg, Cazadero, is the architect of the building. He expressed hope that their work shows their passion and Lundberg feels it will be an extraordinary piece of architecture for the county. Wineries are one of the few architectural opportunities to work with the relationship between landscape and building. Respect has been given to the historic nature of the site, and there is a chance to save the hop kilns with an architectural solution.

Fred Swinth, Illingworth and Rodkin, is co-author of the noise study. His firm has worked on many noise studies in the county. Most proposed events are far away from the neighbors. They used weekend hours in their analysis because there will be more activities going on at that time. All of the activities of this project meet county standards for noise levels. **Commissioner Carr** asked if all the winery noise would meet standards at the property line. Mr. Swinth stated that noise impacts were mitigated at the property line. Parking right next to the cut slope that the building is cut into was an issue.

Terry Harrison, representing CAFF, disagreed with the staff report which indicated that this winery will not result in an overconcentration. There are 9 existing wineries/tasting rooms in a nearby radius, and this is overconcentration. Grapes will be brought from outside the county-this could eventually impact Sonoma County's reputation for fine wines. There will a lot of foot traffic and this is in proximity to the blind curve. Greenhouse gas emissions do not include those associated with the building structures or equipment. Harrison urged denial of the application.

Andy Bannister, Sebastopol, General Contractor for Ramey, stated that the historic buildings are getting worse every year and area in need of repair. It would be a shame if they were to collapse. The project is an authentic and supports agriculture on that property. He urged for support of the project.

Kathy Pons, Valley of the Moon Alliance, Kenwood, stated that preservation of real agriculture and processing is important, but it is the visitor serving and marketing uses that are hard to absorb in these districts. The character is impacted by the visitors and it commercializes agriculture. It goes into tourism. Road safety, concentration and noise should be the primary concerns for these projects, followed by the uses and conditions and how they fit on the parcel and the area.

Tom Rochioli, Westside Road, supported the project. Has expressed concern about events, but stated that Westside Road will benefit from this project.

Public Hearing Closed at 4:59

Bill Carle – Carle, Mackie, Power and Ross , spoke about the driveway and safety. There will be no forklifts going across the road. There won't be any people walking across the road. No member of the public will go across the road. The modern building is not an issue because it is not visible from Westside Road. Consideration of the size of the site is a better judge for case capacity. From a scale standpoint, the request is not out of proportion. If the project is denied the hop kiln buildings will not be renovated. There are mitigation measures established for noise. Regarding comments about speed on Westside Road, the W-Trans traffic report presents valid evidence and the rest is anecdotal.

Mr. Carle commented that issues of cumulative impact and overconcentration have not been defined yet. The Board of Supervisors will have to make policy at some point. The largest event is for 300 people, and the W-trans report give solid evidence that an addiitonal 350 people could be added without impacting the traffic to a substantial degree. They have identified other events in the county and they will not have events that coincide with events on Westside road that would cause impacts.

The applicant believes he can fit in with the existing neighborhood relative to other wineries in the area. He is willing to have conditions in place to make sure that events that are hosting 100 people or more don't have an impact. The staff report addresses the issue that are brought up in regards to large events.

Condition #82 needs to be clarified as it relates to stand alone tasting. The tasting room may be completed before the rest of the winery is complete. The county does not want stand alone tasting rooms. If they don't complete the winery within a certain time frame, the tasting room shuts down until such time as the winery is completed an occupied. This should be added to the condition. Everything they are requesting fits within General Plan Policy AR4a.

Commissioner Questions:

Commissioner Mauritson asked for a clarification of what would be done with winery wastewater. **Staff Tesconi** stated that it water would go into a treatment system and be used for vineyard irrigation.

Commissioner Mauritson asked what type caves are proposed, **Staff Tesconi** replied Type 2. **Commissionser Mauritson** asked if there would be tasting in the caves. **Staff Tesconi** said no, that there will only be access for employees. No public entry and no tasting are permitted.

Commissioner Mauritson asked about water easements on the property, and **Staff Tesconi** indicated that there are five wells on the property. **Commissioner Mauritson** then asked if there were conditions on new water easements. **Staff Tesconi** stated that there were not.

Commissioner Mauritson asked what percentage of grapes are imported. The applicant responded that the county requires that grapes be primarily from the local area and from adjacent counties. Ramey imports grapes from Napa and Sonoma, but they are focusing on using Sonoma grown grapes. 70 percent of the fruit used now is from Sonoma County.

Commissioner Mauritson asked if the applicant feels he needs large events be successful in business. The applicant stated that he was unsure where to draw the line. It is hard to imagine having 300 people there at the same time.

Daylene Traffic Consultant (W-trans) stated that Westside road does not have very good sight lines. The traffic study looks at the speed of traffic when it comes around the curve to where they would see someone waiting at the driveway of the winery. Sight distances and sight lines are CEQA issues. The study recommended that trees be removed to help sight distance. When measuring, W-trans always measures 15 feet back from the edge of a driveway.

Commissioner Carr asked what the determination of 390 feet was based on. And Ms. Whitlock stated that the guidelines come from AASHTO. Commissioner Carr stated that 250 feet would give the driver enough time to see someone and stop.

Commissioner Davis wondered if the road cut would impact anything further down the road. Ms. Whitlock indiacated that the advisory speed for the curve is about the sharpness of the curve and the steepness of the road. Improvement of sight lines doesn't change the speed at which people can drive. There is solid evidence that when people can see farther, they drive faster.

Commissioner Davis asked how they came up with the number of persons per vehicle in trip generation. And Ms. Whitlock stated it comes from the county.

Commission Carr asked if the traffic analysis included cumulative traffic impacts for events occurring at other wineries in the area. Ms. Whitlocks stated that they looked at volume going in both directions and took into account that you cannot pass anywhere on this road. Then they determined the capacity of the road way and kept upping it until they hit the next level of service (D). It's not about having events on the same day, if you have a bunch of people coming for an event, once they are there you can have another event because all the cars for the first event are already there. Commissioner Carr asked how they know that everyone arrives at different times during an event and asked what the worst case scenario would be. Mr. Whitlock stated that it's about how the traffic is spaced. The reason there are no weddings is because there is a specific start time and that increases traffic impacts. Wine events are spread over time during the day, by appointment.

Commissioner Carr asked if permits have been conditioned to avoiding a worst case scenario, and **Staff Tesconi** stated that she did not recall ever doing a time slot thing, except to state when events have to end.

Commissioner Reed asked if this is looked at during the one year event review, and **Staff Tesconi** stated yes, it checks to assure that the applicant is meeting the conditions of their Use Permit. Commission Reed asked how it is tracked, and Staff Tesconi stated that the applicant is required to come back to the BZA with that informatoin.

Commission Carr asked staff to show where the fence and noise barrier were located and to clarify the justification of repurposing the buildings in the scenic corridor. **Staff Tesconi** said that on that particular section of the scenic corridor, her rationale was to use the fence. Design review and Landmarks looked at the changes to the hop kilns and determined they were minor.

Commissioner Carr wanted to see Condition 20, edited to state that construction could go until 7 pm Commissioner Carr asked if there is another winery coming down the pike in this area**. Staff Tesconi** indicated that the Dumol Winery is in the pike.

Commissioner Davis asked for clarification about the three parcels on the site. **StaffTesconi** stated that there were lot line adjustments done, and there is no ability to resurrect the underlying parcels or to subdivide. **Commissioner Davis** asked the applicant is he would accept the HD zoning designation. Mr. Ramey said that he accepted that at Landmarks Committee.

Commissioner Mauritson asked about Williamson Act Compliance. **Staff Tesconi** stated that the Uniform Rules specifically list marketing accomodations under rule 8.3 B-2. If they chose to move to vacation rental, they'd have to change the tasting room to a house because vacation rentals have to start with a residence. This is reflected in Condition 79.

Commissioner Davis asked the applicant if he would work with the neighbors to coordinate events. Mr. Ramey said it made sense to him.

Commissioner Mauritson asked if the conditions require the applicant to notify the county when they are having an event. **Staff Tesconi** responded that it does not require the applicant to notify the county or neighbors. **Staff Parsons** added that there is a standard condition that the event coordinator participate in the program, but it is not on line now.

Commission Discussion

Commissioner Mauritson commented that the site is zoned LIA, is a large property, and is exactly the kind of project we like to see in this land designation. He was comfortable with the project. He would like to restrict importation of grapes to 51%. Regarding coordination of events, he was inclined to consider no industry wide events. He questioned whether they need 300 people at an event.

Commissioner Davis also supported the project and the idea of restoring the hop kilns. She expressed concern about the scope and scale of the events. She liked the multi-generational aspect of the project. But added that the project needs to be conditioned for future owners. Commercial kitchens seemed excessive, as is a stand-alone tasting room. She expressed concern about the impact of 300 person events on water. She would like to see solar on the roof.

Commissioner Reed was impressed with the Ramey standing in the county and their dedication to agriculture. This is a big parcel and there are advantages to having a large parcel. There are advantages to managing traffic and events better. They did a great job of integrating the design with the environment and it will have little visual impact on the land. Looking at the overall sustainability, the

commissioner was impressed about the project and its sustainability features. There is great commitment to restore the hop kilns which will add to the rural character of the neighborhood. Commissioner Reed stated that the way the buildings were placed reduces the aesthetic impact, and felt better t noise and traffic after hearing from the experts.

Commissioner Carr expressed appreciation for the winery and preservation of the barns, adding that sometimes a project is good but in the wrong time or place. Over-concentration is elusive, it's about land use and economic occurrence. If you get enough of a particular land use you attract a similar use. He felt that the project is in an over-concentrated area, he would like to see less of a commitment to the hospitality piece and focus on the winery and production. Would like to see the events drop down on the 100 and 300 people events. Commissioner Carr was troubled by the site distance issue, but maybe the grading will improve that.

Action:	Commissioner Mauritson motioned to adopt the Mitigated Negative Declaration and approve the request for Use Permit, eliminating the two agricultural promotional events with 300 guests and with modified conditions and revised findings to add Section 26-64-030 5 (i) and (ii) of the Scenic Corridor to the exception criteria and findings. Specifically modifying conditions #20, 58, 82, 84 & 99 and adding the option to install solar panels on winery building roof and adding a condition to preclude the granting, by the applicant, of additional water easements on the project site. Seconded by Commissioner Reed and passed with a 3-1-1 vote.
Appeal Deadline:	10 days
Resolution No.:	17-010

Vote:

Commissioner Carr	No
Commissioner Reed	Aye
Commissioner Davis	Aye
Commissioner Mauritson	Aye

Ayes:	3
Noes:	1
Absent:	1
Abstain:	0

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County of Sonoma
Permit & Resource Management Department

Sonoma County Board of Zoning Adjustments
STAFF REPORT

FILE: UPE14-0008
DATE: September 21, 2017
TIME: 1:30 pm
STAFF: Traci Tesconi, Project Planner

Appeal Period: 10 calendar days

SUMMARY

Applicant: David and Carla Ramey
Owner: David and Carla Ramey Trust
Location: 7097 Westside Road, Healdsburg,
APNs: APNs: 110-240-031, -032, and -040
Supervisorial District No.: 4 & 5
Subject: Use Permit
PROPOSAL: Request for a Use Permit to construct a new winery building (two story, approx. 32,210 square feet) with a maximum annual case production of 60,000 cases, and a new wine cave (approx. 20,720 square feet) on the west side of the project site. On the east side, is the conversion of an existing historic hop kiln building to a public tasting room open from 10 am to 5 pm, 7 days a week, and conversion of an existing historic hop baling barn to a reserve tasting room with a two-guest room marketing accommodation on the upper floor. The request also includes 22 agricultural promotional events per year with a range of maximum guests (10 events with 30 guests, 5 events with 60 guests, 5 events with 120 guests, & 2 events with 300 guests), and participation in industry wide events totaling two event days per year with a maximum of 300 guests on 75 acres. On the west side of the project site, agricultural promotional events would be limited to a maximum of 30 guests and industry wide events will not be held on this side of the project site. A four- year Use Permit term to activate the permit is requested under Section 26-92-130 of the Zoning Code. No weddings, receptions, or concerts are proposed. The parcel is under a prime Land Conservation Contract. No vines will be removed to accommodate the winery facility or related site infrastructure.

Environmental Determination: Mitigated Negative Declaration

General Plan:	Land Intensive Agriculture 60 acres per dwelling unit (east of Westside Road) and Land Intensive Agriculture 100 acres per dwelling unit (west of Westside Road).
Specific/Area Plan:	None
Land Use:	
Ord. Reference:	Section 26-04-020 (f) and (i)
Zoning:	LIA B6-60; F1, F2, RC200/100, SR, VOH (Land Intensive Agriculture: Flood Plain; Riparian Corridor 200/100; Scenic Resources; Valley Oak Habitat Combing Districts – east of Westside Road); LIA B6-100; SR (Land Intensive Agriculture: Scenic Resources – west of Westside Road).
Land Conservation Contract:	Prime (Type I) contract
Application Complete for Processing:	May 5, 2017

RECOMMENDATION: Staff recommends the Board of Zoning Adjustments adopt the Mitigated Negative Declaration and approve a Use Permit for a new winery with tasting rooms and agricultural promotional and industry wide events, subject to the recommended conditions of approval.

EXECUTIVE SUMMARY: The project site is located in an agricultural zone and consists of 75 acres containing 42 acres of commercial vineyard, single family residences, a historic hop kiln and bale barn, a reservoir, and agricultural accessory buildings. The 75-acre parcel is one legal parcel of record bisected by Westside Road and contains three Assessor Parcel Numbers (110-240-031, -032, and -040). The parcel is served by private wells and on-site septic system. On the west side, a new winery is proposed with a maximum annual case production of 60,000 cases and a new wine cave. On the east side, an existing hop kiln will be converted to a public tasting room and the existing hop bale barn will be converted to a reserve tasting room with a two-guest room marketing accommodations on the upper floor. The project includes 22 annual agricultural promotional events with a range of guests and participation in two industry wide event days. The winery, tasting rooms, agricultural promotional events, and industry wide events are all land uses permitted in the Land Intensive Agricultural Zoning district with a Use Permit approval. The Sonoma County Landmarks Commission and the Design Review Committee reviewed the project proposal and plans in a joint meeting and made recommendations to site layout, architecture, landscape, and signage. The Sonoma County Landmarks Commission voted unanimously to recommend addition of the HD Combining Zone and Landmark Designation on APN 110-240-031 in its entirety (east side of Westside Road). The project site can accommodate all on-site parking needs and wastewater disposal. Site improvements are required to improve sight distance on the west side of the road and event sizes have been limited on the west side of the project site. Food and wine pairing will be limited consistent with adopted food-service conditions for approved wineries and tasting rooms. There will be no significant environmental impacts because mitigation measures have been incorporated into the project under the draft Conditions of Approval in Exhibit A. Besides the discussion in the Mitigated Negative Declaration, issues further discussed in this staff report include: General Plan and Zoning consistency, Land Conservation Act compliance, Cultural and Historical Resources, Traffic and Parking, Sight Distance, Noise, Water Use and Water Availability, Greenhouse Gas analysis, and Neighborhood Compatibility.

ANALYSIS

Background: Since the 1800's the project site has been used for agriculture, including orchards, hops and currently wine grapes. In 1988, the project site was known as Westside Farms, a vegetable farm and pumpkin patch with hay rides. In 1990, 32 acres of Chardonnay grapes and 10 acres of Pinot Noir grapes were planted. The farm continues to keep its namesake. The vineyard and winery operations are operated by two generations of the Ramey family.

The project site is one legal parcel consisting of three Assessor Parcel Numbers. A Lot Line Adjustment (LLA04-0088) was approved and recorded in 2005 describing one legal parcel of record, merging all underlying parcels. The project site is bisected by Westside Road and the Assessor will not issue the land one Assessor Parcel Number. However, the current AP page depicts tie line connecting the land on both sides of the road. The project site cannot be further subdivided or sold off separately.

On January 21, 2014, the Use Permit application was filed with PRMD. The Use Permit was filed with the following studies: Traffic study, Greenhouse Gas study, and Sound study. However, on February 4, 2014, the project was deemed incomplete for processing because further design review information and additional studies were required for the project. On December 2, 2014, the proposed project went before a joint review with the Design Review Committee and the Sonoma County Landmarks Commission to review the project proposal and project plans. Overall, the DRC and Landmarks Commission liked the project, but had minor changes to the project's design and required a joint, final review of the project before issuance of any related grading or building permits. A condition of the project requires the HD (Historical District) zoning overlay zone be placed on the east side of the project site where the existing hop kiln buildings are located.

Project Description:

A Use Permit for:

West side of project site:

- A new winery building (two story, approx. 32,210 square feet) with a maximum annual case production of 60,000 cases. The winery building would be built into the hillside meadow in front of the wine caves, using a cut-and-fill, low-profile design. Grapes will be locally sourced from on-site, Sonoma County, and bordering counties. Case-good storage will be done off site at a local warehouse. All crushing, processing, aging, bottling, and storing of wine will be done indoors. Features include processing area, bottling area, mechanical room, wine storage and tank areas, administrative offices, employee kitchen/breakroom, employee shower and locker room, two technical tasting rooms, a wine library, a commercial kitchen, employee and public restrooms.

- Wine cave (approx. 20,720 square feet) for "wine vault storage", meaning long-term aging of wine in barrels.

East side of project site:

- Conversion of the historic hop kiln building to public tasting building with two rooms with wine tasting bars, a commercial kitchen, public restrooms, case-good storage, general storage, and office. Includes an elevator.

- Conversion of the historic hop baling barn to a reserve tasting room with wine bar, commercial kitchen, and VIP lounge area on middle floor. The upper floor contains a two

guest room marketing accommodation with two full bathrooms for a total area of 759 square feet with a lounge area 513 square feet in size. The lower floor is used for general storage and a mechanical room. The reserve tasting room is for customers who prefer to do wine tasting and food and wine pairing in a private setting with more one on one education of wine and the wine-making processes. The reserve tasting room will also be used for agricultural promotional events, industry wide events, and tastings with food and wine pairings for wine industry guests staying in the marketing accommodations.

- 22 agricultural promotional events per year with a range of maximum guests (10 events with 30 guests, 5 events with 60 guests, 5 events with 120 guests, & 2 events with 300 guests), and participation in industry wide events totaling two event days per year with a maximum of 300 guests. No weddings, receptions, or concerts are proposed.

- On the west side at the winery, event size is limited to a maximum of 30 guests, which equates to 12 vehicles using the standard ratio of 2.5 people per vehicle. Industry-wide events will not be held on this side of the project site. At the winery, agricultural promotional events will be business and marketing related tastings and food and wine pairings for distributors, restaurant owners, and chefs.

- Food and wine pairing is proposed in the public and reserve tasting rooms on the east side, consistent with approval of similar requests and during agricultural promotional events.

- 15 fulltime employees, 3 part time employees, and 6 seasonal employees for a total of 24 employees.

- New parking areas: East side includes: 20 standard spaces, 4 handicap accessible spaces, and 58 overflow parking spaces (unmarked gravel area). West side includes: 25 standard spaces, 2 handicap accessible spaces, and 21 overflow parking spaces (unmarked).

- New winery wastewater disposal system with pre-treatment system and disposal via on-site vineyard irrigation system. The process waste will be pre-screened at collection points in the facility and directed to an aerobic treatment unit (manufacturer to be determined). The treatment unit will reduce waste strength and suspended solids to levels approved by the State Water Quality Control Board for surface irrigation. Treated wastewater will be pumped to a point of connection to the vineyard irrigation system. The process system will be subject to a Waste Discharge Permit issued by the State Water Quality Control Board, North Coast Region.

- New domestic septic systems on east and west side of project site to serve all employee and guest restrooms. The septic systems will be subject to a Septic Permit and Plans issued by the Well and Septic Section of PRMD.

- Two existing driveways on east and west side of the project site will be used with improvements required by the Department of Transportation and Public Works. On the west driveway, sight distance improvements are proposed by removing trees and vegetation, lowering and terracing the berm located on the project site just north of the existing driveway on Westside Road. Driveway and sight distance improvements will be subject to plans approved by the Department of Transportation and Public Works and an Encroachment Permit issued by the Engineering Section of PRMD.

- Existing on-site wells to be used for all winery and domestic uses.

- None of the existing vineyard will be removed to accommodate the proposed use or related site infrastructure.

- The 42 acres of vineyard consists of Chardonnay (32 acres) and Pinot Noir (10 acres) grapes. The on-site vineyard produces 250 tons of grapes. The 32 acres of Chardonnay grapes will be processed on site. The 10 acres of Pinot Noir grapes remain under a long term lease by another local winery. The Winery Trip Generation Form prepared by W-Trans, states approximately 720 tons of grapes would be imported to the project site from local areas in order to reach the maximum annual production capacity of 60,000 cases. This calculates to approximately 62 cases/ton, consistent with industry standards which range between 58 to 65 cases/ton based on grape variety and processing operations.

Hours of operation:

- Winery operations: Monday through Friday, 7:00 a.m. to 6:00 p.m. Non-Harvest Season.
  Monday through Friday, 6:00 a.m. to 10:00 p.m. Harvest Season

- Tasting Room hours: 10:00 a.m. to 5:00 p.m., 7 days a week
- Industry- Wide events: 11:00 a.m. to 5:00 p.m. , two event days per year
- Agricultural Promotional Events: 11 a.m. to 3 p.m., 9 a.m. to 9 p.m., or 6 p.m. to 9 p.m. (refer to Table below for specific event hours)

The following Table provides the proposed events and locations on the project site:

Ramey Wine Cellars Proposed Ag Promotional Events UPE14-0008

Event Type	No. of Events per Year	Hours	Maximum number of guests	Event Location on the property
Industry-wide Event	2 event days per year	10 am - 5 pm **(*)**	300	Tasting rooms, or outdoor walnut grove (East side)
New wine release tastings – by invitation only	2	9 am - 9 pm	300	Tasting rooms, or outdoor walnut grove (East side)
Wine tastings	5	9 am - 9 pm	120	Tasting rooms, or outdoor walnut grove (East side)
Wine tastings	5	11 am - 3 pm; or 6 pm - 9 pm	60	Tasting rooms, or outdoor walnut grove (East side)

Winemaker lunches or dinners with on-site food preparation, and food and wine pairings	10	11 am - 3 pm; or 6 pm - 9 pm	30	Baling barn, outdoor walnut grove, or winery (East and West side)

(*) Industry wide events must occur during the public tasting room hours.

Site Characteristics:

The project site is located approximately 7.2 miles southwest of the City of Healdsburg, along both sides of Westside Road. The project site is one legal parcel comprised of three Assessor's Parcel Numbers (110-240-031; 110-240-032; and 110-240-040) totaling 75 acres in area. The subject property is bisected by Westside Road, with approximately 6.5 acres on the west of Westside Road and 68.5 acres on the east side of Westside Road. The westerly 6.5 acres is currently developed with two single family residences, a barn, a pole barn two out buildings and a 3 ½ acre-foot reservoir.

The easterly 68.5 acres is planted with approximately 42 acres of vineyard (32 acres Chardonnay and 10 acre Pinot Noir grapes) and contains an existing historic hop kiln structure (6,850 sq. ft.) and hop baling barn (5,290 sq. ft.). Under the Use Permit, these structures are to be converted to tasting rooms as part of the project proposal. There is a 1,250 sq. ft. residence to be removed located east of the hop kiln and baling barn. The eastern portion of the property gently slopes downward and eastward toward the Russian River to the east. The hop kiln and baling barn tasting rooms are located approximately 950 feet west of the Russian River. Additionally, on the eastern end of the property near the Russian River is a grove of walnut trees. This area is not proposed for development, but, will be used for outdoor agricultural promotional events. The property also contains oak woodland, grassland, and landscaped areas.

Surrounding Land Use and Zoning:

Westside Road runs approximately 12 miles from Hacienda Bridge in Forestville to Highway 101 in Healdsburg. Land use in the project vicinity is primarily vineyard, wineries, tasting rooms, small family farms, and single family residences. Lands surrounding the subject property are residential and agricultural with vineyards and wineries. To the east is the Russian River, which includes riparian habitat and oak woodland along with vineyards. On the other side of the Russian River is Riverfront Regional Park. The zoning designation in the project vicinity is LIA (Land Intensive Agriculture) due to its rich farming soils. There are several winery and tasting rooms located along Westside Road. The project referral was sent to the public interest groups of Westside Community Association (WSA) and Westside Association to Save Agriculture (WASA). The project site is located outside of the Dry Creek Valley Citizens Advisory Committee referral area.

Surrounding parcels are zoned:

North/Northwest:

Land Uses: Winery and tasting room (Arista), commercial vineyards, and single family residences.

Zoning: Land Intensive Agriculture 20 acre density, Z (Second Unit Exclusion)

South/Southwest:

Land Uses: Winery and tasting room (Williams-Seylem), commercial vineyards, and single family residences.

Zoning: Land Intensive Agriculture, 20 acre density, Z (Second Unit Exclusion)

East:

Land Uses: Russian River and Riverfront Regional Park

Zoning: PF (Public Facilities), F1, F2, MR, RC, VOH

Since 2014, on Westside Road there have been three winery projects filed besides this proposed project:

- PLP14-0031; 4603 Westside Rd, 10,000 case winery, public tasting room, and 12 promotional event days with a maximum of 180 people and 13 industry-wide event days, plus winemaker meals not proposed as events. No weddings are proposed. North of proposed project. Located approximately 2.5 miles from this project site. On July 6, 2017, the Use Permit was denied by the Board of Zoning Adjustments. The decision is on appeal to the Board of Supervisors.

- PLP15-0032; 4075 Westside Rd, public tasting room with on-site barrel ageing and storage for 65 to 85 barrels on 1.7 acres. No special events, including agricultural events, promotional events, industry-wide events and/or tours are proposed. North of proposed project. Located approximately 3 miles from this project site. On August 17, 2017; the request was denied by the Board of Zoning Adjustments. The applicant filed an appeal, but, recently withdrew the appeal.

- UPE16-0102; 6677 Westside Rd, 492 case winery, public tasting, tours, appointment only food and wine tasting service, and annual agricultural promotional events (four w/ 100 guests, and 14 w/ 50 guests with no outdoor amplified music. Adjacent parcel to the north of proposed project. Located approximately .40 miles from the project site. *Incomplete- Status Pending.*

DISCUSSION OF ISSUES

Issue #1: General Plan Consistency

The project site is located in the Land Intensive Agriculture Genera Plan designation.

The General Plan Land Intensive Agricultural Areas policy (Section 2.7.1) allows for wineries, defining them as "*Agricultural Processing: Facilities for the processing of any agricultural product grown or produced primarily on site or in the local area, storage of agricultural products grown or processed on site, and bottling or canning of any agricultural product grown or processed on site*." The winery would process grapes grown on the site and from other vineyards within the local area.

The proposal is also consistent with the General Plan's Agricultural Element Goals, Objectives and Policies, which include the following policies and objectives:

Goal AR 2.1 "*Successful promotion and marketing of agricultural products grown in Sonoma County can both enhance the County's image and reduce economic pressure on farmers and ranches to subdivide or convert the land to nonagricultural uses*."

Goal AR-1: "*Promote a healthy and competitive agricultural industry whose products are recognized as being produced in Sonoma County*."

Objective AR-1.1: "*Create and facilitate opportunities to promote and market all agricultural products grown or processed in Sonoma County*."

Objective AR-1.2: "*Permit marketing of products grown and/or processed in Sonoma County in all areas designated for agricultural use*."

"*Policy AR-4a*: *The primary use of any parcel within the three agricultural land use categories shall be agricultural production and related processing, support services, and visitor serving uses. Residential uses in these areas shall recognize that the primary use of the land may create traffic and agricultural nuisance situations, such as flies, noise, odors, and spraying of chemicals*."

Staff analysis: The project site is 75 acres within the Land Intensive Agriculture General Plan land use designation and the existing primary use of the project site will remain agriculture production with over 50 percent planted in vineyard. The request is to process locally grown grapes, and promote, market, and sell the wine at the winery, tasting rooms, and through agricultural promotional events and industry wide events on the project site. None of the existing vineyard will be removed to accommodate the proposed uses or related site infrastructure. The project site is located within the Russian River appellation. To avoid conflicts with residences in the project vicinity, conditions have been incorporated into the proposed project to reduce potential land use conflicts in the area. All exterior lighting shall be low mounted, downward casting and fully shielded to prevent glare. Winery production noise will be reduced by a noise barrier retaining wall and fence, and no night-time truck use or night-time bottling is permitted. For events, the use of amplified music and sound is only allowed in the tasting room buildings during daytime hours with doors and windows closed. Outdoor events can only be held in the back Picnic Grove Area with a controlled sound system and no use of amplified music is permitted. The outdoor events taking place in the picnic grove area would be approximately 1,525 feet from Residence 1, 1,775 feet from Residence 2, 1,900 feet from Residence 3, and 1,000 feet from Residence 4. The parking analysis and Site Plan demonstrate the project site can support all the parking needs on-site for the proposed land uses. Frequency and hours of annual agricultural promotional events would be limited to 22 that must end by 9 P.M., and two industry wide event days held from 11 A.M. to 5 P.M.

"***GOAL AR-5***: *Facilitate agricultural production by allowing agriculture-related support uses, such as processing, storage, bottling, canning and packaging, and agricultural support services, to be conveniently and accessibly located in agricultural production areas when related to the primary agricultural production in the area*."

Staff analysis: The proposed winery, tasting rooms, and agricultural promotional events would be located in an agricultural area. The proposal would create a consolidated facility with the growing of grapes, and the processing, marketing, and selling of the product grown on-site.

"***Objective AR-5.1*:** *Facilitate County agricultural production by allowing agricultural processing facilities and uses in all agricultural land use categories*."

Staff analysis: The subject site is designated as Land Intensive Agriculture, considered one of the primary agricultural land use categories.

"*Policy AR-5a*: *Provide for facilities that process agricultural products in all three agricultural land use categories only where processing supports and is proportional to agricultural production on site or in the local area."*

Staff analysis: The site has an agricultural land use designation. The grapes produced on-site and from the local area would processed and bottled on-site within the proposed winery and associated wine cave. Of the 75 acre parcel, approximately 42 acres are currently planted in grapes, of the remaining 33 acres, 3.75 total acres is comprised of existing and proposed development, which is 5 % (percent) of the total parcel size. The processing component is in proportion to the on-site agricultural production. None of the existing vineyard will be removed to accommodate the proposed uses or related site infrastructure.

***"Policy AR-5c**": Permit storage, bottling, canning, and packaging facilities for agricultural products either grown or processed on site provided that these facilities are sized to accommodate, but not exceed, the needs of the growing or processing operation. Establish additional standards in the Development Code that differentiate between storage facilities directly necessary for processing, and facilities to be utilized for the storage of finished product such as case storage of bottled wine. Such standards should require*

an applicant to demonstrate the need for such on-site storage."

Staff analysis: The proposed project would result in the construction of a 60,000 case winery and wine caves. Wine processed on site would be marketed and sold on-site directly to consumers through the tasting rooms and wine club membership, and through website sales and distributors. The above policy relates to limiting the amount of finished product (case good storage) on agricultural zoned lands. The proposed project has case good storage approximately 843 square feet within the tasting room building to serve the tasting rooms. The long term case-good storage is done at off-site at a local warehouse. The winery and wine cave contain tank storage and barrel storage, respectively, for the aging of the wine which is a component of the processing operation. No vines will be removed to accommodate the proposed project.

The applicant expects the tasting rooms' improvements to be completed sooner than the construction of the new winery building and wine cave. Condition No.83 requires the Building permits for the winery building or wine cave, and the tasting rooms be filed simultaneously. The winery building or wine cave construction shall begin prior to final occupancy of the tasting rooms building by Permit Sonoma to ensure the winery is developed and the project site does become stand-alone tasting rooms.

Permit Sonoma requires that office and administration areas do not exceed 15 percent of the square footage of the winery's production and aging areas to ensure these uses are incidental to the winery. The proposed administration/office area for the entire project is 14 percent of the total winery production facility, consistent with the threshold.

Determining concentration of uses is explained under General Plan ***Policy AR-5g*** which states: *"Local concentrations of any separate agricultural support uses, including processing, storage, bottling, canning and packaging, agricultural support services, and visitor-serving and recreational uses as provided in **Policy AR-6f**, even if related to surrounding agricultural activities, are detrimental to the primary use of the land for the production of food, fiber and plant materials and shall be avoided. In determining whether or not the approval of such uses would constitute a detrimental concentration of such uses, consider all the following factors:*

1. *Whether the above uses would result in joint road access conflicts, or in traffic levels that exceed the Circulation and Transit Element's objectives for level of service on a site specific and cumulative basis*.

Staff analysis: A Traffic Impact Study, prepared by W-Trans, was reviewed and accepted by the Sonoma County Transportation and Public Works Department (DTPW). W-Trans concludes the project would not exceed the level of service established in the Circulation and Transit Element's objectives and generated traffic would not result in road access conflicts with improvements to the sight line distance along the west side of the project site. The applicant's engineer, Adobe & Associates, prepared a Stopping Sight Distance plans demonstrating a sight distance of 250 feet can be achieved at the winery driveway to the north by removing trees and lowering/terracing the berm on the project site. The traffic engineer of W-Trans explains that with these improvements to increase sight lines to the north to at least 250 feet, sight lines will be adequate to allow safe operation of the driveway (refer to Exhibit U). This area will be replanted with low-lying vegetation with rocks placed on the upper terrace. Adobe & Associates also prepared a video simulation showing vehicle traveling along the project site with the sight distance improvements completed and sight stopping distance scenario. A condition limits the event size on the west side to a maximum of 30 guests, which equates to 12 vehicles using the standard ratio of 2.5 people per vehicle; and no industry-wide events will be held at the winery on the west side. Sight distance is met at the tasting rooms' driveway on the east side.

The closest existing wineries with tasting rooms and events are Williams-Seylem Winery to the south and Arista Winery to the north, located approximately 725 feet and 830 feet from driveway to driveway, respectively. Both the Williams Seylem parcel of 39.10 acres and the Arista parcel of 34.3 acres are

large parcels that disperse development. Farther north is a stand-alone tasting room (Gracianna) opened seasonally, but, does not have events, located approximately 1,100 feet from driveway to driveway. Also to the north, filed under UPE16-0102 (DuMOL Winery/Flax Vineyards), is a proposed winery and tasting room with events located approximately 1,758 feet, on the west side of Westside Road. Within a 1.5 miles radius of the project site there are nine existing wineries with tasting rooms and events along Westside Road.

Policy AR-6a: *Permit visitor serving uses in agricultural categories that promote agricultural production in the County, such as tasting rooms, sales and promotion of products grown or processed in the County, educational activities and tours, incidental sales of items related to local area agricultural products, and promotional events that support and are secondary and incidental to local agricultural production*.

Staff analysis: The project site is located in an agricultural region and the Russian River Appellation with vineyards, wineries, tasting rooms, single family residences, and small family farms. Westside Farms was the previous owner who held a harvest market each fall which included a pumpkin patch, hay rides, and sales of hand-crafted foods and gift items. W-Trans explains that each year in the month of October the pumpkin patch drew up to 600-persons on a peak day which generated more event traffic during the month of October than the proposed project will generate over an entire year. Further analysis of traffic and parking is under Issue # 5 below in the staff report.

W-Trans prepared a *sensitive analysis* using the same roadway segment Level of Service methodology in the Highway Capacity Manual. W-Trans determined that 208 vehicle trips could be added in each direction on Westside Road *before* the northbound direction would experience unacceptable LOS D operation. W-Trans, using 2.5 guest per vehicle ratio, estimated that 200 vehicles carrying more than 500 guests could arrive at an event during one hour and another 500 guests (i.e. 200 vehicles) could depart from the same event or different winery event, and the operation would remain acceptable level of service standards. Using an actual proposed event size of 300-guests, and assuming that as many as 150 guests arrive and depart during a *single* hour from the same direction, the road would retain the capacity for another event having a combined total of more than 350 guests. Based on their review, W-Trans concludes there is adequate capacity for the multiple events to generate trips simultaneously without having a significant negative impact on operation of Westside Road.

A Traffic Control and Parking Plan (Plan) prepared by the applicant demonstrates that the long length of the driveways for both the winery (west side) and tasting rooms (east sides) allow for on-site vehicle queing for nine and seven vehicles, respectively, with entry gates remaining open during events allowing direct access to parking attendants and onto the designated parking areas. The written Plan explains that at the tasting rooms, during large agricultural promotional events and industry wide events, three parking attendants will remain on duty to monitor the gates. Modernized operations of the tasting rooms prevent the need for pedestrian crossing of Westside Road by employees or guests. Daily sales receipts, employees' timecards, and communications are sent electronically to the administrative office at the winery. Case-good storage deliveries to the tasting rooms would come from the off-site warehouse. Staff training will be done for all employees serving wine at the tasting rooms.

To avoid the potential for multiple large events occurring simultaneously in close proximity to each other, Permit Sonoma encourages wineries to coordinate event schedules amongst each other. A standard condition has been placed on Use Permits for wineries to participate in an event coordinator program, but, such a program has yet to be implemented (refer to Condition No.115). Under this Use Permit, the applicant is willing to implement such coordination with adjacent wineries. A condition of approval requires the Permit Holder, prior to scheduling any large agricultural promotional events of 100 guests or more, to coordinate event planning with the two closest, existing wineries (Williams-Selyem and Arista) approved for events to off-set event days and/or event times. Also the Permit-Holder shall not schedule the larger events during large organized bicycle events (refer to Condition No.111). A one year review is also required for the Use Permit to monitor condition compliance (refer to Condition No. 114). A member of the Ramey family lives on the site and wants to keep a peaceful neighborhood.

2. *Whether the above uses would draw water from the same aquifer and be located within the zone of influence of area wells*.

Staff analysis: The total annual water demand for the proposed project is estimated to be approximately 5.4 million gallons or 16.7 acre feet. The winery wastewater will be recycled for irrigation purposes so the annual demand on the water wells would be reduced to 4.6 million gallons or 14.06 acre feet based on the water balance analysis prepared by Adobe & Associates.

On January 5, 2017, a Geologic Report (Report) was prepared for the project by EBA Engineering. The Report explains the property has five wells located along the eastern margin of the property (see Figure 2 identified as Wells #1 through #5). These wells provide water for the on-site operations, and for two neighbors to the west. EBA concludes that the water supply from Wells #1 and #3 are more than adequate to accommodate the water demands for the proposed project and will not have a negative impact to local groundwater or surface water resources.

3. *Whether the above uses would be detrimental to the rural character of the area.*

Staff analysis: The third criterion is whether the use is detrimental to the rural character. This is more difficult to determine since it's more subjective in nature. The issue of overconcentration has been raised with tasting rooms and with several wineries host events all on the same day. The accumulation of traffic, noise, and the large gatherings of people can be considered inconsistent with the rural character of the area. In this case, agricultural promotional events will be held indoors within tasting rooms and smaller events held in the rear of the property in the Picnic Grove. The applicant agreed to coordinate the agricultural promotional events held at the site with the two adjacent wineries to prevent events from occurring at the same time. A one-year review after operation of the use is required to ensure coordination is being done.

The project includes the refurbishing of the existing hop kiln and baling barn with no significant change to the exterior of the two buildings. The two hop kiln buildings are desperate need of repair or risk the loss of an important part of the local agricultural heritage. The original architecture of the hop buildings will be retained and the new parking area will be screened by the existing buildings and landscaping in an effort to not drastically alter the character of the property and surrounding properties.

The new winery will be nestled into the hillside to create a low profile. The winery and the winery cave are located outside of the scenic corridor setback and would be shielded by existing buildings and landscape. The maximum height of the winery building will be 29-feet. There will be a total of 12 trees removed in order to accommodate the new winery, however, the landscape plan proposes new trees and ground cover that will serve to screen the building from the public right-of-way. Much of the vegetation between Westside Road and the new winery building will remain. Trees will be removed for the new winery and along the roadway frontage to improve sight distance. Although there will be new exterior lighting introduced, the fixtures will be shielded and down-casted with minimal glare and spillage of light onto adjacent properties. No vines would be removed to accommodate the project.

Based on the size of the winery's annual case capacity and sensitivity analysis done by the traffic engineer for events, there are no significant traffic impacts. In the traffic study's sight distance analysis, the traffic engineer from W-Trans recommended that the old farm sign be removed, vegetation be trimmed, and project site's berm on the west side be terraced and lowered to improve sight line distance, which is further discussed under Issue 5 of the staff report and in the conditions of approval. Events on the west side will be limited to a maximum capacity of 30 guests, equating to 12 vehicles. Industry wide events will only take place on the east side of the project site in direct association with the tasting rooms and are limited to two event days per year. Parking and traffic control measures will be implemented at the project site for events of 100 guests or more. Amplified music is limited to indoor use only within the tasting room buildings with doors and windows closed. No outdoor amplified music or sound is permitted on the project, with the exception of the Picnic Grove area where amplified speech is allowed by using a sound system mechanically set to limit the volume level. Outdoor events held in the Picnic Grove area

would be approximately 1,525 feet from Residence 1, 1,775 feet from Residence 2, 1,900 feet from Residence 3, and over 1,000 feet from Residence 4.

Overall, the project will retain an important part of the local agricultural heritage through the renovation of the two hop kiln buildings. The winery and wine cave are located outside of the scenic corridor setback. Annual agricultural promotional events and the two industry wide events are limited in frequency and hours of operation.

Neighbors raised concerns that winery's production capacity is too large for Westside Road. The project site is within the Russian River Appellation Area. According to the County's Winery Database, the average annual case production capacity is 82,230 cases for wineries in this appellation. This even excludes the three largest wineries (Industry West Commerce Center LLC (UPE07-0133) at 3,000,000 cases; Korbel (PLP95-0003) at 2,500,000 cases; and Rodney Strong Vineyards (UPE97-0110B) at 1,500,000 cases.

Based on the above information, with limits on case capacity and events, and mitigation measures incorporated into the project to improve road safety and sight line distance, to control noise sources with levels acceptable under the General Plan, to preserve the historic character of the two hop buildings, to coordinate events with the two adjacent wineries, and to not hold events during large bicycle events; the proposed project will not be detrimental to the community character or result in an over concentration of wineries in the near vicinity.

"***Policy AR-6d"***: Follow these guidelines for approval of visitor serving uses in agricultural areas:

"1. *The use promotes and markets only agricultural products grown or processed in the local area*."

Staff analysis: The applicant explains Ramey Winery is currently operated in the City of Healdsburg producing 40,000 annual cases. The wine is distributed nationally and internationally. The proposed winery would process on site the 32- acres of Chardonnay grapes from the site and wine produced on site will be promoted and sold in the tasting rooms and during agricultural promotional events and industry wide events. The 10 acres of Pinot Noir are sold under contract to another local winery.

"2. *The use is compatible with and secondary and incidental to agricultural production activities in the area.*"

Staff analysis: The proposed winery and tasting room uses will comprise of 5 % of the project site. The majority of the site and primary use of the site will remain as vineyards. No vines would be removed to accommodate the winery use.

"3. *The use will not require the extension of sewer and water*."

Staff analysis: The use will be served by on-site septic system and water. Extension of sewer and water lines will not be required.

"4. *The use is compatible with existing uses in the area."*

Staff analysis: The tasting room will operate only during normal daytime business hours. Also requested are agricultural promotional events and industry wide events, with a maximum of up to 300 people per event. These events would occur throughout the year and will not be concentrated in any one month. Concerts, receptions, and weddings are not requested. All parking will be done on site and the use of any amplified music and speech is only permitted indoors within the tasting rooms with doors and windows closed. There are similar existing uses in the area such as, wineries and tasting rooms in the area that hold agricultural promotional events and industry wide events.

"5. *Hotels, motels, resorts, and similar lodging are not allowed*."

Staff analysis: The proposed project does not include any overnight marketing accommodations open to the public. The winery will provide marketing accommodations, located on the upper floor of the reserve tasting room (bale barn) with two guest rooms. The rooms will be available to wine industry representatives on a limited basis. A fee for the accommodations cannot be charged.

"6. *Activities that promote and market agricultural products such as tasting rooms, sales and promotion of products grown or processed in the County, educational activities and tours, incidental sales of items related to local area agricultural products are allowed*."

Staff analysis: The project includes the establishment of a new tasting rooms for sales and promotion of the wines produced on site. The agricultural promotional events and industry-wide events are held for the purpose of promoting the wine processed on site and educating consumers on the growing of grapes and making wine. On-site wine tasting and events are marketing tools proven to increase direct to consumer sales, label recognition, and wine-club memberships in a competitive market.

Staff researched recent *winery approvals* in the nearby area and *recent winery approvals* County-wide. Tables 1 and 2 below reflect that research.

Table 1: Approvals in Project Vicinity (within ½ mile)

Winery Name/File Number	**Location**	**Approved**	**Annual Case Production**	**Tasting Room/Hours**	**Events Yes/No**
Williams-Selyem Winery PLP04-0062	7227 Westside Rd APN:110-240-024	Modification 6/2007	35,000 cases	Tasting hours 10AM -5 PM	Yes. 24 annual ag promo events w/110 max. guests per event. Four wine pick weekends/year.
Arista Winery UPE04-0113B	7014 Westside Rd APN:110-240-039	Modification 10/2012	20,000 cases	10 AM – 5 PM	Yes. 15 annual ag promo events w/200 max. guests per event
Gracianna Wines Tasting room-(stand-alone) with 1.1 acres of vineyard. 300 cases of wine processed off site. UPE10-0021	6914 Westside Rd APN: 110-240-011	Modification 3/2014	Not applicable	10 AM – 6 PM April 1 thru November 30th each year	No events
Allen Family Vineyards	6575 Westside Rd APN: 110-240-006	10/2004	16,000 cases	No tasting	No events

UPE04-0018					

*Distance from subject site is measured from existing project site driveway to winery driveway using Google driving directions. ½ mile distance is consistent with recent winery projects before the BZA. Table 1 identifies two wineries approved with promotional activities located within ½ mile of the project site. The Allen winery and Gracianna tasting room were not approved for events.

Table 2: Winery Approvals June 1, 2015 to Present

Name/File No.	Address/APN	Approval Date	Tasting?	Events?
Hinkle UPE14-0036	21800 River Rd., Geyserville 141-180-022	12/17/15	Yes	Public and private tasting rooms. 23 promotional events, including weddings/receptions, with 75 to 150 guests and 12 industry wide event days
Twin Hill Vineyard UPE14-0086	1689 Pleasant Hill Rd., Sebastopol 076-093-024	11/5/15	Yes	10 promotional events with 50 to 200 guests
Freeman* UPE13-0035	1300 Montgomery Rd., Sebastopol 061-220-020	6/18/15	Yes	10 promotional events with 50 guests
Roy and Covert* UPE14-0057	7171 W. Dry Creek Rd., Healdsburg 139-160-061, 062, 063, 064	6/4/15	Yes	8 promotional events with 80 guests and 8 industry wide event days
Sonoma Wine Company Tasting Room	2120 Olivet Rd., Santa Rosa, 057-030-072	7/15/15	Yes	No
Char Vale Winery* UPE14-0071	9280 Occidental Rd., Sebastopol 061-040-038	5/19/16	Yes	2 industry wide events and 4 private promotional events with up to 75 people
Hellocello Tasting Room UPE16-0011	23570 Arnold Drive, Sonoma 128-461-081	5/25/16	Yes	No

Spann Vineyards Tasting Room* UPE16-0031	8910 Highway 12, Kenwood 050-162-031	6/30/16	Yes	No
Hafner Vineyards* UPE15-0112	4280 Pine Flat Rd Healdsburg 131-160-034	8/18/16	No	10 non industry, 4 events with a maximum of 175 and 6 with a max of 150
Due Ruscelli Winery UPE14-0055	996 Limerick Ln, Healdsburg 086-080-027	2/16/17	Yes	1 non industry, 3 industry with 50 people
Fathia Vineyards Tasting Room UPE16-0072	8910 Highway 12, Kenwood 050-162-031	3/16/17	Yes	No

*Use Permit Modification for existing wineries

Historically industry-wide events have been considered part of regular tasting room operations. However, more recently industry wide events are occurring separately from tasting room operations, thus the number of industry-wide events have been specified in recent winery's Use Permit Conditions of Approval. Neither the General Plan, nor the Zoning Code limit the number of agricultural promotional events allowed on a parcel or limit the case capacity per parcel; but rather require a use permit to determine if the project site can support the use based on site-specific factors. Using the current Winery Database prepared by Permit Sonoma staff, the average number of events approved at wineries in Sonoma County is 20 events.

A standard condition of approval (Condition No. 117) requires event coordination by winery operators as follows:

"The days and hours for special events shall be subject to review and approval by a Special Events Coordinator or similar program established by the County or at the County's direction. The applicant shall submit to the County an annual request and schedule for special events for each calendar year including the maximum number of participants, times and dates. The applicant shall contribute, on an annual basis, a fair share towards the cost of establishing and maintaining the program. The program should consider the fairness for long established uses and establish reasonable costs for managing the program."

Another condition of approval requires the Permit Holder to coordinate with the two closest wineries (Williams-Seylem and Arista) approved to hold agricultural promotional events to coordinate event days and hours and to not hold an event during a large, organized bicycle event (Condition No. 111). There is a good working relationship amongst the three winery owners.

Issue #2: Zoning Code Consistency

The project site is zoned LIA (Land Intensive Agriculture) and the applicant has filed a Use Permit for a winery and tasting rooms. The purpose of LIA is stated as follows: "*To enhance and protect lands best suited for permanent agricultural use and capable of relatively high production per acre of land; and to*

implement the provisions of the land intensive agriculture land use category of the General Plan and the policies of the agricultural resources element." In the LIA (Land Intensive Agriculture) zoning, with a Use Permit approval, under Section 26-04-010(g); it allows processing and preparation of agricultural products. Section 26-04-010 (f); it allows:

"*Tasting rooms and other temporary, seasonal or year-round sales and promotion of agricultural products grown or processed in the county subject to the minimum criteria of general plan Policies AR-6d and AR-6g. This subsection shall not be interpreted so as to require a use permit for uses allowed by Section 26-04-010(g)*";

Staff analysis: Tasting rooms and agricultural promotional events have been found consistent with agricultural zoning districts, including the LIA zoning district, if the tasting room and events are to promote agricultural products grown or processed on the site. In addition, such events can be found compatible with surrounding agricultural activities if the hours, size, and frequency of the events are limited and if there are no substantial noise or traffic impacts as a result of the activities. The project site is located directly off of Westside Road, a County maintained roadway. According to the Traffic Impact Study prepared by W-Trans, the traffic generated by the project would not cause traffic concerns. The project engineer, Adobe & Associates, provided cross sections showing a clear line of sight can be provided on the west side of Westside Road by removing trees and vegetation, and terracing/lowering the berm along the applicants' property. A mitigation measure limits the guest capacity for agricultural promotional events to a maximum of 30 guests on the west side of the project site which equals 12 vehicles using the standard 2.5 persons per vehicle ratio.

In terms of noise, mitigation measures have been incorporated into the project. The tasting room operating hours would be limited and agricultural promotional events are limited per year in frequency, size, and hours. Also, the use of amplified music and sound is permitted indoors only. Amplified sound, music, and the very loud musical instruments (such as horns, drums and cymbals) are not permitted outdoors. The Picnic Grove area is allowed amplified speech by using a sound system mechanically set to limit the volume level to 78 dBA at 50 feet. Agricultural promotional events shall consist of wine marketing events, wine pairing meals or events promoting a specific aspect of Sonoma County agriculture. The project does not include weddings, receptions, concerts, or other non-agricultural events.

Marketing Accommodations:

The request includes the reserve tasting room's upper floor used for a two-guest room marketing accommodations with two full bathrooms and a common lounge area. The request for marketing accommodations is consistent with the following Zoning Code section (26-04-020.j):

"1. The use promotes or markets agricultural products grown or processed on the site."

Staff analysis: The marketing accommodations will provide overnight accommodations for private guests

of the winery in conjunction with promoting and marketing the wine processed on the site.

"2. The scale of the use is appropriate to the production and/or processing use on the site."

Staff analysis: An existing building (hop bale barn) would be used by converting the upper floor to the two guest room marketing accommodations with two full bathrooms for a total area of 759 square feet with a lounge area 513 square feet in size. The existing 2,300 square foot structure would continue to be subordinate to the large commercial vineyard and winery operations.

"3. The use complies with General Plan Policies AR-6d and AR-6f."

Staff analysis: The above responses regarding tasting room compliance to General Plan Policy AR-6d and AR-6f are applicable to marketing accommodations.

"4. No commercial use of private guest accommodations is allowed."

Staff analysis: The project description states the marketing accommodations would be for private guests. A condition requires the marketing accommodation not be used for commercial purposes,including, but not limited to, transient occupancy, vacation rental, hosted vacation rental, or farm stay; and a form of monetary compensation shall not be accepted or exchanged. The marketing accommodations are limited to use by private guests of the winery operator or the winery owners.

"5. Any such use on a parcel under a Land Conservation contract must be consistent with Government Code Section 51200 et seq. (the Williamson Act) and local rules and regulations."

Staff analysis: The property is subject to a Land Conservation Act (Williamson Act) contract. Marketing accommodations are an allowed use under Rule 8.3 (B)-(2) of the local Uniform Rules for Agricultural Preserves. The marketing accommodations contain two guest bedrooms with full bathrooms located on the upper floor of the reserve tasting room building (hop bale barn).

The request for marketing accommodations is consistent with prior approved marketing accommodations at the following wineries:

Silver Oak Winery: A residence used for three marketing accommodations, expansion of an existing winery facility to 120,000 annual cases, a maximum of 25 agricultural promotional event days per year with a range of 50 to 200 guests, and one event day per year with a maximum of 1,000 guests with a limited term of five years is permitted, under a Land Conservation Contract. PLP14-0004; 7370 Highway 128, Healdsburg.

Hop Kiln Winery: Convert a residence to a two bedroom marketing accommodation with a winery of 30,000 annual cases, 4 events agricultural promotional events and 8 industry wide events on 75 acres. PLP13-0011; 6025 and 6050 Westside Road, Healdsburg.

Seifrick Winery: Two marketing accommodations within the public tasting room building with a winery of 10,000 annual cases, a maximum of 14 promotional events and four industry-wide events for a total of 18 events per year with a maximum occupancy of 60 people on 14.99 acres. PLP12-0020; 8500 Dry Creek Road, Geyserville.

David Coffaro Winery: One marketing accommodation attached to a wine storage building, maximum annual production capacity of 7,000 per year, UPE94-931 & UPE99-0031; 7485 Dry Creek Rd., Geyserville, APN 139-130-031.

Lambert Bridge Winery: Two detached marketing accommodations, maximum annual production capacity of 30,000 per year, UPE02-0063; 4085 W. Dry Creek Rd., Healdsburg, APN 090-130-022.

Silver Oaks Cellars: Three marketing accommodations attached to the winery, maximum annual production capacity of 65,000 per year, UPE93-0070; 24625 Chianti Rd, Geyserville, APN 118-070-012.

Jordan Vineyard and Winery: Two marketing accommodations attached to the winery, maximum annual production capacity of 250,000 per year, under a Land Conservation Act contract. PLP00-0034; 1474 Alexander Valley Rd., Healdsburg, APN 091-030-043.

Hartford Family Winery: Three marketing accommodations attached to the tasting room, maximum annual production capacity of 60,000 per year, UPE00-0122; 8075 Martinelli Rd., Forestville, APN 083-200-053.

Palm Drive Vineyards/Scribe Winery: Four marketing accommodations attached to the tasting room, maximum annual production capacity of 150,000 per year, PLP09-0010; 2300 Napa Rd., Sonoma, APN 126-101-034.

***Agricultural Promotional Events**:*

Currently, the Zoning Ordinance does not limit the number of agricultural promotional events allowed on agricultural zoned parcels. Using the Winery Database prepared by PRMD staff, the average number of approved events at wineries in Sonoma County is 20.

The County has approved similar projects where it was found that the agricultural promotional events, if limited in frequency, size, and hours, are compatible with the agricultural zoned land because such events are a marketing tool to insure the long term viability of wine sales and promote the long-term viability of agriculture in the county. Here, the specific circumstances with this particular application and environmental studies prepared for the project determine the project would not have significant traffic impacts, change the level of service, or create traffic hazards with mitigations to meet sight distance standards. The project site can accommodate all parking needs on the parcel and the uses will not cause a drawdown of wells in the area. Mitigation measures have been incorporated into the project to reduce potential exterior lighting under item 1 (Aesthetics), reduce potential noise impacts under item 11 (Noise), and reduce potential impacts under item 16 (Traffic/Parking) impacts, as discussed further in the Mitigated Negative Declaration.

Permit Sonoma requires that office and administration areas be incidental to the winery use and not exceed 15 percent of the square footage of the winery's production, storage and tasting areas. The proposed administration area for the proposed project is at 14 percent of the total winery facility (refer to Exhibit M - Sheet A1.13).

Food and Wine Pairing:

Food and wine pairing is proposed in both the public and reserve tasting rooms. Pre-prepared packaged foods such as cheese, pre-made sandwiches, crackers and other palate cleansers are allowed to be served in tasting rooms. But prepared or cooked to order foods and table service is generally only allowed as part of an agricultural promotional event. Prepared meals and appetizers are generally not allowed for "drop in guests", while tours and wine tasting has been allowed on a daily basis. Food service has been a major concern for conversion of agricultural lands to more intense commercial uses.

However, food and wine pairing is a popular industry trend proven to enhance the wine tasting experience leading to increased sales. Serving food during wine tasting, even in small portions, can reduce the potential for intoxication. While few tasting rooms have requested food service on a daily basis, staff recognizes that many established wineries have begun offering similar food and wine pairings on a routine basis. Several wineries were approved for food and wine pairing in their tasting rooms, such as: Nicholson Winery, St. Francis Winery, Rams Gate, Viansa, Lake Sonoma (Sbragia), Korbel, Benzinger, Silver Oak, and Hinkle Winery.

The long-standing policy question with food service at wineries and tasting rooms is how to differentiate this use from a restaurant use and what boundaries should be placed on this type of food service to avoid further intensifying the commercial land use? Food and wine pairing is currently taking place at several existing tasting rooms throughout the County and if occurring during tasting room hours, does not appear to compete with restaurants or construed as a restaurant. The applicants have made it clear to staff they have no intentions of being a restaurant. However, a Use Permit runs with the land and subsequent owners would only be bound by the use permit conditions. Staff recommends that the Board allow food and wine pairing, but, limit the hours of when food and wine pairing can occur to avoid the normal lunch hour (refer to Condition No.122 in Exhibit A).

Scenic Corridor:

Westside Road is designated as a Scenic Resource (Scenic Corridor) by the Sonoma County General Plan (Figure OSRC-1), but, the project site is not designated as a Scenic Landscape Unit. New

development, other than barns and similar agricultural support buildings, are generally prohibited within an area equal to 30 percent of lot depth, to a maximum of 200 feet from centerline of the road, whichever is less. The proposed winery building and wine cave are located approximately 240 to 260 feet from the front property line, outside of the scenic corridor setback. The winery building and wine cave conform to all other zoning district setback requirements.

On the west side, a six-foot high wood fence proposed along the southerly property line to reduce winery operational noise will encroach approximately 98 feet within the Scenic Corridor setback (refer to Exhibit L). However, it will be screened by existing structures and existing trees and shrubs located along the front of the parcel. Under Section 26-64-030 (a) -3 it states, in part the following exceptions, where such uses are allowed by the base district with which this district is combined:

Other new structures provided they are subject to design review and

(ii) There is no other reasonable location for the structure,

(iv) Existing vegetation and topography screen the use; (refer to Exhibit W)

The six foot wood fence meets both criterion listed above and will be similar to fences throughout the County. The fence will not be placed along the road frontage of the project site.

The existing hop kiln and bale barn are located within the Scenic Corridor 200-foot setback. Under Section 26-64-030 (a) -3 it states, in part, development within the setback shall be prohibited with the following exceptions, where such uses are allowed by the base district with which this district is combined:

(3) *Maintenance, restoration, reconstruction or minor expansion of existing structures*;

On December 2, 2014, the proposed project went before a joint review with the Design Review Committee and the Sonoma County Landmarks Commission to review the project proposal and project plans. On December 2, 2014 DRC voted to:

- Approve the existing height of the Hop Kiln at 45-feet and Bale Barn at 41- feet which exceed the 35-foot maximum height requirement in the LIA Zoning district.
- Approve maintaining the two structures (Hop Kiln and Bale Barn buildings) in their current footprint within the Scenic Corridor setback.

Therefore, the reconstruction and reuse of the existing hop kiln buildings is allowed within the scenic corridor. Further discussion of the Sonoma County Landmarks Commission review of historical hop kiln buildings is under Issue # 3 below.

Issue #3: Historical and Cultural Resources and HD (Historical District) Combining District

A Historic Resource Study (dated July 2014) and a Supplemental Historic Resource Study (dated March 2015) were prepared for the project by Knapp Architects. Since the project includes the conversion of two existing hop buildings, the project was referred to Sonoma County Landmarks Commission. The site is neither identified in the current Historic Resources Inventory in use by Permit Sonoma, nor is it identified in the expanded list provided in the 2007 Sonoma County Landmarks Commission Five Year Work Plan or the Sonoma County Historic Resources Database.

The report evaluated the historical and architectural significance of two agricultural buildings, the Hop Kiln and Baling Barn, and the wood Trestle that connected them. The report found the site eligible for listing in the California Register, and therefore considered them historical resources for the purposes of CEQA.

On November 4, 2014, the Landmarks Commission reviewed the project plans and the Historic Resource Study prepared by Knapp Architects and accepted the Historic Resource Study, but recommended further review in a joint meeting with the Design Review Committee.

On December 2, 2014, a joint meeting before the Sonoma County Landmarks Commission (LC)

and the Design Review Committee (DRC). The following actions were taken:

- Approve the existing height of the hop kiln at 45-feet and the bale barn at 41-feet which exceeds the 35-foot height requirement in the LIA zoning district.
- Approve maintaining the two structures (hop kiln and bale barn) in their current footprint within the Scenic Corridor setback.
- Final review of the project (after the Board of Zoning Adjustments decision) to be by a joint meeting of the LC and DRC.
- The HD (Historic Combining District) be added to the property.

The report concludes the project conforms to the Secretary of the Interior's Standards for Rehabilitation in almost all respects and would not materially impair the characteristics which make it eligible for listing, meaning that under the CEQA Guidelines, the project would have a less than significant impact on historical resources.

At the applicant's request, the project returned to the Landmarks Commission asking the HD zoning only be applied to the east side of the project site where the hop kiln buildings are located and not apply HD zoning to the west side because the buildings on this side were found ineligible for listing on the California Register. At the July 7, 2015, Landmarks Commission meeting, the Commission voted unanimously to recommend addition of the HD Combining Zone and Landmark Designation on APN 110-240-031 in its entirety (east side of Westside Road) and not recommend adding the HD combining zone on APN 110-240-040 (west side of Westside Road). Their decision was based on findings that the historic resources on the east side of Westside Road met the eligibility and integrity criteria for State and Local County designation and the HD Combining Zone. The structures on the west side of Westside Road have changed over time to the extent that they no longer retained historic integrity that met eligibility criteria. Condition No.78 requires the applicant to apply for a zone change to add the HD combining zoning district on the APN 110-240-031 on the east side of the road prior to temporary or final occupancy of the hop kiln or hop bale barn.

Cultural Resource Evaluation:

A cultural resources evaluation of the property was conducted by William Roop, of Archaeological Resources Service, April 2014. A surface reconnaissance on both the east and west side of the project site. The evaluation concluded that since no significant cultural resources were identified on the property, no further recommendations are warranted for pre-historic materials. However, a condition requires that if during earth disturbing activities on the property a concentration of artifacts is encountered, all work should be halted in the vicinity of the find and an archeologist contacted immediately. A condition also requires during all initial ground- disturbing activities into native soils on the project site a qualified archaeological monitor and/or tribal monitor shall be present. The qualified archaeological monitor and/or tribal monitor shall have the authority to stop and redirect grading activities to evaluate any tribal cultural resources discovered on the property (refer to Condition No. 92 and 93). Further detail is provided in the Mitigated Negative Declaration.

Permit Sonoma referred the project to those Native American tribes to solicit input related to Tribal Cultural Resources. One local tribe responded, the Lytton Rancheria, requesting a mitigation measure be incorporated into the project. The language was added to the mitigation measure (refer to Condition No. 93) and accepted by the tribe.

Issue #4: Land Conservation Act Contract

The project site is under a prime Land Conservation Contract (Williamson Act contract) recorded in 2007 (Ag. Preserve 1-397; OR# 2007-037936). To comply with the contract, land must meet the following standards of the Sonoma County Uniform Rules:

1) The land must be devoted to an agricultural or open space use as defined in the Williamson Act. The County has required at least 50% of the land be devoted to agriculture or open space use to meet this standard.

Staff analysis: The project site is 75 acres with 42 acres planted in vineyard. The property meets the 50% threshold. Since the mid-1800s this property has been in agriculture: fruit orchards, hops, and now grapes. In 1988, this property operated as a pumpkin patch and farm store until 2000. Wine grapes were planted in 1990 and the vineyard currently produces approximately 250 tons of grapes annually.

2) The land must have a minimum parcel size of 10 acres for a Type 1 or 40 acres for a Type 2 contract.

Staff analysis: The property is 75 acres and under a prime (Type I) contract.

3) Compatible uses may be permitted provided that they are incidental to the primary use of the land for agriculture, listed in the County's Uniform Rules for Agricultural Preserves and meet the criteria for compatibility.

Staff analysis: Under the Uniform Rules, the following are listed as compatible uses: winery, tasting rooms, marketing accommodations, and the existing primary residence to remain on the project site. Under the Uniform Rules, the existing barn, existing storage shed/canopy, and existing reservoir, used for the vineyard irrigation, are considered accessory agricultural structures under Rule B.8 and B.9, respectively.

Incidental use has been defined by the County to mean compatible uses which cannot occupy more than 15 percent of the land area or five acres, whichever is less. For the 75 acres parcel size, the 5 acre threshold would apply. Of the 75 acre parcel, approximately 42 acres are currently planted in grapes, of the remaining 33 acres, the total area consists of 3.40 acres for existing and new development area (147,885 square feet). The existing primary residence and area consists of approximately .35 acres. In total, the compatible uses comprise of 3.75 acres of the 75 acre parcel, below the 5-acre threshold. No vines will be removed to accommodate the proposed project. The winery, tasting rooms, existing residence and the related infrastructure and improvements encompass approximately a small portion, approximately 5% of the overall project site and considered secondary to the primary use of the project site which will remain a large commercial vineyard. The 5% of development area is also consistent with the LIA zoning's maximum lot coverage requirement for a parcel greater than 20 acres in size listed under Section 26-040-030 (e) of the Zoning Code.

"Compatible Use" is defined as any use determined by the county or city administering the preserve pursuant to sections 51231, 51238 or 51238.1 or by this act to be compatible with the agricultural, recreational, or open space use of land within the preserve and subject to contract. In addition, Section 51220.5 states that "cities and counties shall determine the types of uses to be deemed compatible in a manner which recognizes that a permanent or temporary population increase hinders or impairs agricultural operations."

The County's Uniform Rules list agricultural promotional events as a "compatible use" for land under an agricultural contract under the following circumstances:

- When directly related to agricultural education or the promotion or sale of agricultural commodities and products produced on the contracted land, and,
- Events last no longer than two consecutive days and do not provide overnight accommodations, and,
- No permanent structure dedicated to events is constructed or maintained on the contracted land.

The proposed events are considered agricultural promotional events according to the current County interpretation and broken down into two categories by the applicant:

- Agricultural Promotional marketing events, include the wine club dinners and luncheons, food and wine pairing, wine releases, and barrel tasting.
- Industry-wide events

Staff analysis: Events would not last longer than two consecutive days. No lodging is provided, except for marketing accommodations, and no permanent structure devoted to event-use would be constructed as part of the project. The agricultural promotional events and industry-wide events would take place inside the public and private tasting rooms or outdoors.

The project must also be found consistent with the state law of the Land Conservation Act (Williamson Act). The following analysis addresses the findings required by the applicable Sections of the Land Conservation Act.

Section 51201 (e) of the Land Conservation Act defines "Compatible Use" as any use determined by the county or city administering the preserve pursuant to sections 51231, 51238 or 51238.1 or by the Act to be compatible with the agricultural, recreational, or open space use of land within the preserve and subject to contract. In addition, Section 51220.5 states that "cities and counties shall determine the types of uses to be deemed compatible in a manner which recognizes that a permanent or temporary population increase hinders or impairs agricultural operations."

Staff analysis: Consistent with Section 51220.5 of the County's Uniform Rules, agricultural promotional events and industry-wide events are considered compatible uses in association with an on-site agricultural use because they are a marketing tool for sales of an agricultural product and promote the long-term viability of agriculture within the county. Events require a Use Permit which limit the frequency and size (# of guests) of events, limit hours, and incorporate conditions into the Use Permit to prevent conflicts with on-site and surrounding agricultural operations.

Section 51238.1 of the Land Conservation Act states, "*Uses approved on contracted lands shall be consistent with all of the following principles of compatibility*:

(1) The use will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel or parcels or on other contracted lands in agricultural preserves.

(2) The use will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted land in agricultural preserves.

(3) The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use.

Staff analysis: The proposed use is a winery to process grapes grown on the site and from the local area, and tasting rooms to sell the wine produced on site. No vines would be removed to accommodate the project development. The agricultural promotional events or industry wide events do not compromise agricultural capability because they are marketing tools to help sell wine produced on site and ensure the long term viability of the vineyard and winery. The proposed agricultural promotional events are limited in frequency and size and held in the afternoon and evening hours, avoiding the on-site agricultural activities which occur in the early morning hours. To the north of the proposed project site there are two parcels and to the south is one parcel under Land Conservation Act contracts. These are also commercial vineyard properties along Westside Road.

Issue #5: Traffic and Parking Analysis

The Sonoma County General Plan 2020 Circulation and Transit Element Figure CT-4 identifies Westside Road as a Rural Major Collector. A focused Traffic Study was prepared for the project by a traffic engineer with Whitlock and Weinberger Transportation, Inc. (W-Trans) in 2014, revised February 23, 2015, and further revised for the Final Traffic Study dated March 10, 2016. On April 21, 2017 and September 12, 2017; W-Trans submitted two addendum letters on collision history and sight distance analysis, respectively.

Westside Road is a two-lane rural roadway with paved width of approximately 25 to 26 feet in the vicinity of the project site. It is marked with a double yellow centerline. There is not a posted speed limit in the project vicinity. A speed survey performed by W-Trans at the project site driveway indicates that in the project vicinity speeds are about 30 to 35 mph. The current volume on Westside Road is about 3,000 ADT near Felta Road based on counts performed by the County in August 2012, but drops to about 1,050 vehicles per day near the project site based on counts obtained on July 16, 2013. A count performed by the County in late July 2015 indicates the volumes have dropped 12 to 15 percent since 2012, though the higher 2012 volumes were used by W-Trans for their analysis.

Collision History:

On April 21, 2017, W-Trans provided an addendum letter to the Traffic Impact Study to provide collision history from January 1, 2012 through December 31, 2016. From 2012 to 2016, there were two collisions on the study segment. This data came from the California Highway Patrol published in their Statewide Integrated Traffic Records Systems (SWITRS).

Trip Generation:

Relative to trip generation, it is anticipated that the proposed new winery including tasting rooms would have a total of 15 employees, each generating an average of three trips per day. Truck traffic associated with winery operations is expected to consist of five trips per day, on average. An average of 52 visitors per day is expected for tasting, generating 42 trips daily assuming average vehicle occupancy of 2.5 visitors per vehicle, the proposed project is expected to generate an average of 92 vehicle trips per day.

The project also includes 22 agricultural promotional events per year (10 events with 30 guests, 5 events with 60 guests, 5 events with 120 guests, and 2 events with 300 guests) and 2 industry wide event days with 300 guests. It is assumed that a maximum sized 300-person event would require a staff of 14. Using an occupancy of 2.5 vehicles per guests and solo occupancy for staff, maximum sized event would be expected to generate 268 trip ends at the driveway, including 134 inbound trips at the start of the event and 134 outbound trips at the driveway. W-Trans expects these trips would be spread out such that no more than 60 trips in either direction would occur during a single hour, with staff arriving before and departing after guests. W-Trans also expects the distribution of trips to be weighted more heavily from the south with 75 percent of the trips coming from/returning to this direction.

Sensitivity Analysis:

W-Trans explains that by using the same roadway segment Level of Service methodology in the Highway Capacity Manual it was determined that 208 vehicle trips could be added in each direction on Westside Road *before* the northbound direction would experience unacceptable LOS D operation.

Using the 2.5 guests per vehicle standard ratio, W-Trans estimated that vehicles carry more than 500 guests could arrive at agricultural promotional events during one hour and another set of 500 guests could depart from the same or different winery event and the operation of Westside Road would remain acceptable under the standards established by the County.

W-Trans examined events sizes and even with the 300-person event proposed with this project, and assuming that as many as 150-guests arrive or depart during a *single hour* from the same direction, the road would retain capacity for other events having a combined total of more than 350 guests.

W-Trans explains it is reasonable to expect that up to 75 percent of event traffic would come from the south. Assuming this is split, the largest event for the proposed project would generate 75 guests from the north or 30 vehicles, leaving capacity for the cumulative demand associated with nearly 450 guests arriving and departing from other area wineries during the same, single hour.

With an emphasis that all these trips would need to occur *during a single hour* for the cumulative impact to be experienced, if the trips are spread over more than an hour's time, the cumulative effect is diluted. W-Trans concludes there is adequate capacity for the multiple events to generate trips simultaneously without having a significant negative impact on operation of Westside Road.

Event Coordination:

To avoid the potential for multiple large events occurring simultaneously, winery operators are encouraged to coordinate event schedules with other wineries in the vicinity. The applicant knows the adjacent winery operators and is willing to implement event coordination with these two wineries. A condition has been added to the Use Permit to require event coordination between the Ramey Winery and the two closest wineries (Williams-Seylem and Arista) for larger events of 100 guests or more, with the exception of the two industry wide event days since these event days are determined by the Russian River Valley Grape Growers Association.

In addition, a standard condition is included in the Use Permit for a future event coordination program to be used for wineries:

Condition No 115: *The days and hours for agricultural promotional events shall be subject to review and approval by Events Coordinator or similar program established by the County or at the County's direction. The applicant shall submit to the County an annual request and schedule for agricultural promotional events for each calendar year including the maximum number of participants, times and dates, and to report the actual events from the previous year. The applicant shall contribute, on an annual basis, a fair share towards the cost of establishing and maintaining the program. The program should consider the fairness for long established uses and establish reasonable costs for managing the program.*

Sight Distance and Stopping Sight Distance:

At driveways a clear line of sight needs to be maintained between the driver of a vehicle waiting on the driveway and the driver of an approaching vehicle. Adequate time must be provided for the waiting vehicle to either turn left, or right, without requiring the through traffic to radically alter their speed.

Access and circulation were evaluated by W-Trans, along with field conditions at the site driveway were evaluated to determine adequacy of sight distance, as well as identify any potential for conflict between opposing driveways for the winery site and tasting room site. The tasting room driveway is on the easterly side of the roadway, opposite and offset from the winery driveway. W-Trans determined that conflicts with traffic to and from the opposing project site driveways are not expected.

Sight distances along Westside Road from the existing driveway locations were evaluated based on sight distance criteria contained in *A Policy on Geometric Design on Highways and Streets* published by American Association of State Highways and Transportation Officials (AASHTO). These guidelines are based upon approach travel speeds, and take into account which direction a vehicle would turn onto the major approach. Greater sight distance is needed for the more time-consuming movement of turning left as compared to turning right. The stopping sight distance criterion for private street intersection was applied by W-Trans for this evaluation.

The prima facie speed is 55 mph, but based on a radar speed survey performed at the driveway, the curves at either side of the site effectively reduce speeds to an average of 30 mph. The minimum stopping sight distance needed for an approach speed of 35 mph is 250 feet.

The tasting rooms' driveway on the east side, with the removal of the existing Westside Farms sign, to the north of the driveway, the sight distance is more than 400 feet. To the south of the driveway, the sight distance is more than 400 feet, which is more than adequate for the speed of traffic.

The winery driveway on the west side to the south of the driveway, the sight distance is 250 feet. However, to the north of the driveway to meet sight distance of 250 feet trees and vegetation would have to be removed and the northwesterly berm lowered and terraced. This is an improvement that is long overdue. The applicant's engineer, Adobe & Associates, prepared a letter, a Grading and Cross Section Plan, and a Stopping Sight Distance plan demonstrating a sight distance of 250 feet can be achieved to meet standards on the winery driveway to the north by trimming trees and lowering the northwesterly hillside on the project site. An Addendum letter from the traffic engineer of W-Trans, dated September 12, 2017, explains that with these improvements to increase sight lines to the north to at least 250 feet, sight lines will be adequate to allow safe operation of the driveway (refer to Exhibit U). Low lying vegetation with shrubs and ground cover would be planted in this area, with small to large boulders on the upper berm (Refer to Exhibit U). Adobe & Associates also prepared a video simulation showing vehicle traveling along the project site with the sight distance improvements. The video will be presented at the public hearing. The existing mirror across Westside Road, on the project site, needs to remain which extends sight lines. Furthermore, a condition limits agricultural promotional events on the west side of the project site to a maximum of 30 guests and does not allow industry-wide events on the this side of the project site (Refer to Condition No. 63). A condition by Department of Transportation and Public Works requires the installation of an automated swing or rolling gate at the driveway at the winery and a sign will be placed at the site stating "Not Open To The Public".

On-Site Parking Analysis:

On the east side there will be 24 on-site parking spaces (20 standard and 4 ADA parking spaces) on a chip sealed surface, as well as 58 overflow (unmarked gravel) spaces for the tasting facility. The parking area would be accessed by an 18-foot wide asphalt driveway. The parking area is to be landscaped providing a separation between the primary parking field and the overflow parking. A chip seal base will be used for the primary parking area and gravel for the overflow parking and for the vineyard access road. The winery located on the west side of Westside Road would be developed with a semi-porous concrete driveway with a total of 48 parking spaces including 27 permanent and 21 seasonal overflow parking spaces.

Traffic Control and Parking Management Plan:

The applicant has prepared a preliminary Traffic and Parking Plan (Plan) which depicts where parking attendants and signage would be placed on both project driveways to guide guest vehicles onto the site during the agricultural promotional events and industry wide events (refer to Exhibit X). The Plan also shows that traffic queuing can be done on-site to get vehicles off of the road and onto the project site.

It includes the implementation of the Plan by designating a Parking Coordinator and at least three parking attendants on duty for events of to assist with directing on-site guest parking and circulation, placing signage before any event to direct guest traffic, and parking attendants to monitor traffic -queing on the project site driveways during the entire duration of the events to get vehicles onto the site.

Roadway Segment Operation:

Under Existing plus Project volumes the roadway is expected to operate acceptably in both directions.

Table 5– Existing plus Project Peak Hour Roadway Segment Levels of Service

Westside Road	Weekday PM Peak	
	PTSF	LOS
Northbound	56.4	C
Southbound	41.0	B

Notes: PTSF = Percent Time Spent Following; LOS = Level of Service

The winery will not be open to the public. A gate with a sign posted not open to the public will be placed at the winery driveway to restrict public access. The east side of the project site will be dedicated to the public tasting room uses and the related event activities. Fire and emergency access shall be provided per Fire requirements.

Cumulative plus Project:

The roadway is expected to continue operating acceptably at the same levels of service as without the project.

Table 6 – Cumulative plus Project Peak Hour Roadway Segment Levels of Service

Westside Road	Weekday PM Peak	
	PTSF	LOS
Northbound	57.0	C
Southbound	41.3	B

Notes: PTSF = Percent Time Spent Following; LOS = Level of Service

Traffic Conclusion:

- Based on the review and analysis performed, it is anticipated that the proposed project will have a limited impact on traffic operation along Westside Road, and will actually generate fewer special event trips that the previous uses at Westside Farms.

- Westside Road is expected to operate acceptably under volumes including project generated traffic and traffic associated with agricultural promotional events both in the short-term and long-range. Further, multiple events could occur simultaneously without triggering unacceptable operating conditions under the County's standards.

- Westside Road has experienced collisions at a rate below the statewide average, so exhibits an acceptable safety condition.

- Sight distance from the tasting room driveway on the east side of Westside Road is adequate with the relocation of the existing "Westside Farms" sign and this area left clear to provide acceptable sight distance to the north.

- Sight distance from the winery driveway on the west side of the road is adequate to the south, but inadequate to the north without improvements to increase sight distance. The proposed

mitigation includes removing and/or trimming vegetation together with terracing/lowering the hillside on the project site, as necessary.

- Event size on the west side will be limited to a maximum of 30 guests, which equates to 12 vehicles using the standard ratio of 2.5 people per vehicle. The events on the west side will be business and marketing related meetings and technical tastings.

- Very little pedestrian traffic is expected between the winery and tasting room, and that will be limited to staff. However, should other pedestrian traffic be generated, sight lines will be adequate for such crossings upon implementation of the proposed measures noted above.

- A left turn lane is neither warranted nor recommended on Westside Road at the project's driveways.

Sonoma County Department of Transportation and Public Works reviewed the W-Trans analysis and conclusions and found them acceptable. The applicants have agreed to all the traffic and parking mitigation measures and monitoring set forth in the Mitigated Negative Declaration and listed in the Conditions of Approval.

Issue # 6: Noise

The Noise Element of the Sonoma County General Plan establishes goals, objectives and policies including performance standards to regulate noise affecting residential and other sensitive receptors. The general plan sets separate standards for transportation noise and for noise from non-transportation land uses.

A Noise Assessment was prepared by Illingworth & Rodkin, Inc., on October 2013, and revised September 2015, and on February 8, 2017. On August 16, 2017, an Addendum to the Environmental Noise Assessment was submitted by Ilingworth and Rodkin (noise consultant) to consider noise impacts to another existing residence located immediately south of the project site (see Residence 4 in Figure 1 in the Addendum dated August 16, 2017). The Noise Assessment evaluated the existing noise environment and the potential for increased noise as a result of the proposed project.

The project site lies on both sides of Westside Road. The east side is bordered to the north by Gracianna Tasting Room, to the south-southeast by the Russian River, across the river is Riverfront Regional Park, and due south are single family residences. The west side is bordered to the northwest by Arista Winery and southwest by Williams-Selyem Winery, and a single family residence. The noise sensitive receptors are four nearby residences to the south of the project site. The noise assessment noted that the primary ambient source of noise in the project area is the traffic along Westside Road. Other contributors to noise include air planes flying overhead, and agricultural-related activities in the area.

The Sonoma County General Plan Noise Element identifies a goal to:

"Protect people from the adverse effects of exposure to excessive noise and to achieve an environment in which people and land uses function without impairment from noise."

The following General Plan policies, which are applicable for use at the project, are intended to achieve this goal include:

NE-1c: Control non-transportation-related noise from new projects. The total noise level resulting from new sources shall not exceed the standards in Table NE-2 of the recommended revised policies as measured at the exterior property line of any adjacent noise-sensitive land use.

According to the Noise Assessment, there are a number of operations associated with the proposed winery, tasting rooms, and events that will produce noise. These include:

1. Project traffic noise;
2. Winery and seasonal (crush) production operations;
3. Maintenance and forklift operations; and
4. Special event noise

Project traffic noise: On the east side of the project site, are the tasting rooms, office, and marketing accommodations. The existing driveway and parking areas will be used. Noise levels associated with automobiles and light vehicles using the project driveways and parking lots would not exceed the daytime NE-2 noise standards at the nearest residence. Truck operations are expected to occur during daytime hours only and on a basis of one to five minutes per hour, or less, since it is unlikely that more than one heavy truck would arrive and depart during any given hour. Based on these findings, noise associated with truck traffic at the project is not expected to exceed daytime NE-2 noise standards at Residences 1, 2, and 3. In the Addendum, dated August 2017, for Residence 4, noise levels associated with automobiles and light vehicles using the winery's project driveways and parking lots would not exceed the daytime NE-2 noise standards at the property line. Also noise associated with medium truck traffic at the project is not expected to exceed daytime NE-2 noise standards at the property line of Residence 4. However, heavy truck traffic would exceed these standards by up to 5 dBA. Heavy trucks are defined as: 26,000-33,000 lbs, such as garbage trucks, dump trucks, tank truck, tractor unit, etc., as classified by the Department of Transportation's Federal Highway Administration (FHWA) (refer to Exhibit Y). Nighttime truck use is prohibited. In the truck loading and turn around area, the height of the proposed retaining wall on the south side of the loading area shall be extended to 6 feet above existing (above retaining wall) grade. The proposed noise barrier/retaining wall shall consist of masonry materials and the noise consultant must confirm the design, location, and final construction is consistent with the noise standards of the General Plan, prior to operation of the winery. The noise barrier/retaining wall would located outside of the scenic corridor setback. A wood fence 6-feet in height needs to be extended for 100 feet parallel along the southerly property line to reduce winery operation noise. The wood fence would encroach into the scenic corridor setback, but, would be shielded by existing structures and existing landscaping in the site frontage.

Winery and Crush-Related Noise: The winery crush pad and press equipment room will be indoors on the first floor in the western side of the building, which creates shielding of crush-related noise by the building itself from nearby residences. Assuming the worst case scenario, the future crush pad was estimated to be within 1,280 feet of Residence 1, within 1,400 feet of Residence 2 and within 1,275 feet of Residence 3. The assessments conclude the noise associated with crush related noise is not expected to exceed daytime or nighttime NE-2 noise standards at the property lines of the four nearby residences.

Bottling Noise: Bottling will be done in the production facility area, next to the truck access loading zone. The building will provide shielding from noise created during bottling activities. Based on distance and noise shielding, noise from bottling activities are expected to be an L50 of 37 to 42 dBA at Residence 1, an L50 of 36 to 41 dBA at Residence 2, and an L50 of 37 to 42 at Residence 3. Based on these findings, noise associated with bottling is not expected to exceed daytime or nighttime NE-2 noise standard at Residence 1, 2, or 3.

However, in the Addendum, dated August 2017, the noise consultant explains the noise levels from bottling activities are expected to be an L50 of 53 dBA at the property line of Residence 4. The noise associated with bottling noise is expected to exceed daytime and nighttime NE-2 noise standard at the property line of Residence 4 and mitigation is needed. It is concluded that the 6- foot high sound barrier/retaining wall as discussed above will also be effective in reducing daytime or nighttime bottling noise levels to below the L50 NE-2 noise standards at the property line of Residence 4.

Mechanical Equipment: The winery will include noise-generating mechanical equipment, such as air-cooled condensing units, pumps and compressors, as well as, less-significant sources of noise, such as air-conditioning systems and exhaust fans. The project description and drawing do not indicate the precise location of such equipment. The noise assessment considered the "worst-case scenario" where the equipment is placed outside of production buildings and not shielded from the adjacent residences. The assessment indicates that constant L50 noise levels from mechanical equipment may be between an L50 of 32 and 34 dBA at Residence 1 and 2 and between an L50 of 33 and 35 dBA at Residence 3. The noise associated with mechanical equipment is not expected to exceed daytime or nighttime NE-2 noise standard at three of the nearest residences and no mitigation is needed. However, in the August 2017 Addendum, the noise consultant explains the noise associated with mechanical equipment is expected to exceed daytime or nighttime NE-2 noise standard at the property line of Residence 4 and mitigation is required. The southern façade and part of the eastern façade of the Mechanical Equipment Room of the winery building shall be designed and constructed as solid walls (Refer to Sheet A1.12 of the Project Plans, dated August 23, 2017).

Forklift and maintenance operations: The use of forklifts would take place on the first floor inside the winery building, in the outdoor crushing and receiving areas, and in the wine cave. Such activities would also receive considerable shielding from the building. But, outdoor forklift and maintenance operations are considered worst-case condition and were analyzed in the assessment. Forklift and maintenance operations will only occur during daytime hours. Forklifts are not necessary for the tasting rooms' operations. The noise associated with forklift and maintenance operations is not expected to exceed daytime NE-2 noise standard at Residences 1, 2, and 3. In the Addendum, for Residence 4, it explains based on a review of project drawings, the center of the closest truck loading outdoor area will be about 55 feet from the property line of Residence 4. Using the source levels discussed in the original Noise Assessments, a 6 dB shielding factor for the noise barrier/retaining wall at the edge of the truck loading area and a 6 dB sound reduction for each doubling of the distance between the noise source and the receiver, noise from forklift and maintenance operations activities are expected to be an L08 of 60 dBA at

the property line of Residence 4. The noise associated with forklift and maintenance operations is not expected to exceed daytime NE-2 noise standards at the property line of Residence 4 with the construction the 6-foot noise barrier/retaining wall.

Forklift and maintenance operations will only occur during daytime hours. Based on these findings, the noise assessment concludes that noise associated with forklift and maintenance operations is not expected to exceed daytime NE-2 noise standard at the four nearest residences and no mitigation is needed.

Event Noise at Adjacent Residential Uses: The winery proposes agricultural promotional events and participation in two industry-wide event days. The request includes 22 agricultural promotional events per year with a range of maximum guests (10 events with 30 guests, 5 events with 60 guests, 5 events with 120 guests, & 2 events with 300 guests), and participation in industry wide events totaling two event days per year with a maximum of 300 guests For the largest events of 300 guests, a staff of 14 employees is anticipated.

Agricultural promotional events will be held on the east side of Westside Road indoors within the tasting rooms or outdoors at the Picnic Grove area, located along the rear of the property. Agricultural promotional events at the winery are limited to a maximum of 30- guests and no industry-wide events will occur on this side of the project site. The winery building would receive noise shielding from the building structures estimated at 12 dBA (assuming open windows and doors). However, the outdoor events held in the garden area or yard between the tasting room/barn and Westside Road, in the yard south of the barn, or in the picnic grove area would receive little or no noise attenuation from intervening terrain or building structures at Residence 1, 2 and 3. The outdoor area between the public and private tasting room buildings would have some shielding from the private tasting room.

The noise assessment notes that outdoor events that take place around the two tasting rooms could be situated as close as 690 feet from Residence 1; 1,775 feet from Residence 2; and 1,900 feet from

Residence 3. The indoor events at these locations would be located as close as 885 feet from Residence 1; 1,100 feet from Residence 2; and 1,110 feet from Residence 3. It was concluded that all outdoor daytime and nighttime events would exceed County NE-2 standards at Residence 1, 2 and 3 in the amplified music and speech categories, except amplified speech during daytime hours at Residence 3. Additionally, non-amplified music NE-2 standards would also be exceeded at nighttime at Residence 1 and 2.

Outdoor events taking place in the picnic grove area would be approximately 1,525 feet from Residence 1, 1,775 feet from Residence 2, 1,900 feet from Residence 3, and over 1,000 feet from Residence 4. The assessment determined the only County NE-2 standard that would be exceeded during an outdoor event in the Picnic Grove area would be at Residence 2 and would be amplified music in the nighttime.

For Residence 4, in the Addendum, the noise consultant explains that indoor agricultural promotional events held in the tasting rooms would exceed the daytime and nighttime NE-2 standards at property line of Residence 4 by 26 dBA and normal amplified music, amplified speech and non-amplified music would exceed the County daytime NE-2 standards by 2 to 7 dBA at property line of Residence 4. A Mitigation measure has been incorporated into the project to require that doors and windows be closed during agricultural promotional events when amplified music and/or sound is being used. The event space in the reserve tasting room (hop bale barn) and the guest rooms are the closest indoor venues for events to Residence 4, being as close as 125 feet from the property line of Residence 4. Amplified music within the baling barn or tasting room buildings shall be maintained at normal, not peak amplification levels, such that the L50 level of the amplified music not exceed 72 dBA at a distance of 50 feet.

Based on the Noise Element of the General Plan, the Environmental Noise Assessment prepared by Illingworth and Rodkin, dated March 7, 2017, and the Addendum dated August 16, 2017; and the current Site Plan; the following operational noise limitations related to having agricultural promotional events and industry wide events apply to each of the buildings or site features on the project site:

1. At the **Winery building** (*west side* of Westside Rd):
    - The use of amplified music or sound systems is not permitted either indoors or outdoors. This does not restrict the use of small personal music devices or personal computer music devices used by employees of the winery.
    - Acoustical music is not permitted either indoors or outdoors.

2. At the **two tasting room buildings** (*east side* of Westside Rd):
    - The use of amplified music and sound is permitted indoors during daytime hours with doors and windows closed.
    - The use of amplified music and sound is permitted up to 9 P.M. with doors and windows closed.
    - The use of loud instruments (drums, cymbals, horns, and similar instruments) and acoustical music is permitted indoors with doors and windows closed.
    - Amplified music within the two tasting room buildings shall be maintained at normal, not peak amplification levels, such that the L50 level of the amplified music not exceed 72 dBA at a distance of 50 feet.
    - The use of outdoor music or sound systems is not permitted around the tasting room buildings.

3. At **Picnic Walnut Grove** (*east side* of Westside Rd):
    - The use of outdoor amplified music or sound systems is not permitted in this area.
    - The use of loud instruments (drums, cymbals, horns, and similar instruments) is

not permitted in this area.

- The use of outdoor amplified speech is permitted, but limited to using a sound system mechanically set to limit the volume level to 78 dBA at 50 feet.
- The use of quieter, **non-amplified,** acoustic musical instruments (such as piano, stringed instruments, woodwinds, flute, etc.) not exceeding the level of ordinary conversations, is permitted outdoors in the Picnic Walnut Grove, during daytime hours, when in compliance with the *Adjusted* Noise Element of the Sonoma County General Plan. Agricultural promotional events shall cease by 9 P.M.
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4. Outdoor event activities, including outdoor wine tasting, are only permitted at the Picnic Walnut Grove area, as depicted on the approved Site Plan.

The applicants have agreed to all the noise mitigation measures and monitoring set forth in the Mitigated Negative Declaration as listed in the Conditions of Approval.

Issue # 7: Water Use and Groundwater Availability

On December 30, 2015, a Project Water Use Analysis was prepared for the proposed project by Adobe Engineering, which concluded that the water demand for the proposed project would be estimated to be 5.4 million gallons or 16.7 acre feet, annually. The winery wastewater will be recycled for irrigation purposes so the annual demand on the water wells would be reduced to 4.4 million gallons or 14.06 acre feet.

On January 5, 2017, a Geologic Report (Report) was prepared for the project by EBA Engineering. The Report explains the property is currently equipped with five water supply wells located along the eastern margin of the property (see Figure 2). These wells are identified as Wells #1 through #5 and are used to provide water for the on-site operations, and to two neighboring property owners to the west.

Wells #1 and #3 will service the proposed development. Well #1 was installed in August 2013 and was constructed with a 50-foot sanitary seal, thereby suitable as a public water supply source for the proposed winery and domestic uses. An 8-hour well capacity test was performed on January 16, 2014 by Petersen Drilling & Pump, Inc. demonstrating a sustainable yield of 45 gallons per minute (GPM) with a resulting drawdown of 1.5 feet. Full recovery following the cessation of pumping was achieved within one hour. A copy of the test results is in Appendix B of the report. Well #3 will be used for landscape irrigation. For Well # 3, pumping test data is not available, but, it has a reported yield of approximately 300 GPM.

The most prominent surface water feature in proximity of the project site is the Russian River, which borders the entire eastern boundary of the property. The Russian River is a managed water system as governed by State Water Resources Control Board (SWRCB). Surface water flow in the Russian River is perennial in nature. As shown on Figure 2 (Appendix A), Wells #1 through #3 range from approximately 250 to 340 feet from the edge of the primary river channel, whereas the separation from Wells # 4 and #5 is approximately 70 feet. The project site is not located within one of the drought priority watersheds or reaches of interest identified in the State Water Resources Control Board's Russian River Tributaries Emergency Regulation. Table 1 below provides a summary of the project water demands based on Adobe's analysis in gallons per year and acre-feet per year measurements.

TABLE 1
SUMMARY OF PROJECT WATER DEMANDS

Description	*Gallons per Year*	*Acre-Feet per Year*
Winery	864,000	2.65
Domestic Use(1)	104,083	0.32
Landscape Irrigation	52,863	0.16
Extended Totals	**1,020,946**	**3.13**

(1): Domestic Use includes employees, tasting rooms, marketing accommodations and promotional/industry – wide events.

EBA concludes that the water supply characteristics of the underlying aquifer utilized by Wells #1 and #3 are more than adequate to accommodate the water demands associated with the proposed improvements and will not result in negative impacts to local groundwater or surface water resources. This conclusion is based on the following variables:

1) The site is located within a Class 1 water area, which is identified in the Sonoma County General Plan as a major groundwater basin;

2) The underlying aquifer is comprised of alluvial deposits associated with the Russian River, which is a managed water system that ensures perennial flow throughout the year and serves as a continuous source of recharge to the aquifer;

3) Well capacity test results for Well #1 demonstrated a sustainable yield of 45 GPM while only inducing 1.5 feet of drawdown. This is indicative of a highly prolific aquifer system;

4) Based on the yield characteristics of the on-site wells, the wells will only have to pump for less than two hours (Well #1) and six minutes (Well #3) per day to accommodate the peak water flow demands; and

5) The projected radius of influence characteristics induced by the pumping operations will not encroach onto neighboring properties. In addition, the proposed water use is projected to induce no measureable changes in surface water flows in the Russian River.

The EBA report was found acceptable by Permit Sonoma staff. Based on the evidence in the Geologist Report prepared by a Senior Hydrologist with EBA Engineering, the project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge in the area and not induce measure changes in the surface water flows in the Russian River. No further mitigation is required.

Issue # 8: Biological Resources

A Habitat Assessment, dated June 24, 2014, prepared by Wildlife Research Associates and Jane Valerius Environmental Consulting in response to the proposed project. On May 5, 2017, an addendum letter was provided by Wildlife Research Associates to address protection measures for the Western Pond Turtle. The Habitat Assessment evaluated the potential for occurrence of 58 special-status plant species, and 26 special-status wildlife species.

Surveys for special status plants were conducted on April 28 and May 12, 2014, which covered the flowering period for all of the special status plants that have potential to occur within the project area based on the presence of potential habitat. The assessment concluded that no special-status plants are likely to occur within the proposed project area and none were observed.

In addition, the biologist evaluated the California red-legged frog, Western pond turtle, Foothill yellow-legged frog, Nestling Passerines, Nestling Raptors and roosting bats for their high potential to occur at the project site. The assessment found that several passerine (perching birds) species were observed on site, such as the California towhee and scrub jays, build stick nests in trees and shrubs, while others, such as the white-breasted nuthatch and chestnut backed chickadee, nest in tree cavities. Disturbance during nesting season (February 15 to August 15) may result in potential nest abandonment and mortality of young, which is considered a "take of an individual. The mitigation measures described in the Assessment to avoid impacts to passerines and nesting raptors have been incorporated into the project's Conditions of Approval.

Relative to mammals, the assessment found that the renovation of buildings may cause direct mortality of roosting bats that use the structures. All existing structures were investigated for the presence of bats. Mitigation measures have been incorporated into the project to restrict grading activities during nest season, pre-construction surveys before any construction activities, delineation of buffer zones around nesting trees, construction fencing, and require direct supervision by a qualified bat biologist during the building conversions of the hop kiln and bale barn to protect bats.

On the east side of the property is a grove of Northern California black walnut trees adjacent to the Russian River referred to as the Picnic Grove Area. The biologist explains that black walnut trees are not truly endemic or native which means they do not qualify as special status. The project proposal explains that outdoor events will be held under the grove on a seasonal basis and picnic tables will be placed in this area. The biologist concludes the proposed uses for this area would not have an adverse impact upon the grove.

The project development will result in the removal of a total of 21 trees as part of the project. This includes 16 native trees: 6 coast live oak trees, 5 valley oaks, 4 cottonwoods and one redwood. The County's Tree Protection Ordinance requires one hundred percent (100%) replacement of trees or the payment of in-lieu fees. The VOH district under Section 26-67-030 of the Zoning Code requires mitigation for loss of valley oaks one of the following measures:

(1) retaining other valley oaks on the subject property,

(2) planting replacement valley oaks on the subject property or on another site in the county having the geographic, soil, and other conditions necessary to sustain a viable population of valley oaks,

(3) a combination of measures (1) and (2), or

(4) payment of an in-lieu fee, which shall be used exclusively for valley oak planting programs in the county. Such person shall have the sole discretion to determine which mitigation measure to use to mitigate the valley oak loss.

A project applicant has the sole discretion to determine which mitigation measure to use to mitigate the valley oak loss. The applicant intends to add native trees. Mitigations require the final landscape plans will be reviewed by the Sonoma County Landmarks Commission and the Design Review Committee and construction fencing under the drip-line of all trees that will be retained. An arborist shall inspect the location of the construction fencing to insure the root zones of the trees to remain are protected.

Issue # 9: Greenhouse Gas Analysis

On October 28, 2013, a GHG Emissions Analysis was prepared and revised on October 1, 2014 by Illingworth & Rodkin, Inc. The California Emissions Estimator Model, Version 2013.2.2 (CalEEMod) was used to predict operational period emissions. The Year 2015 was used for modeling, as this assumed to be the first full year after construction that the project could be operational. However, the project was not deemed complete for processing until 2017 and annual emissions occurring after 2015 would be lower as vehicle and electricity production emission rates are anticipated to continually decrease.

Annual Operational GHG Emissions in Metric Tons of CO2e

Source	Methodology	Emissions
Mobile	Includes daily traffic generation including truck traffic	181
Mobile	24 Annual Events	22
Area	Includes landscaping from CalEEMod default	<1
Electricity	Based on CalEEMod default adjusted to PG&E emission rates published by CPUC	56
Natural Gas	Based on CalEEMod default	52
Water	Based on CalEEMod default	18
Solid waste	Based on CalEEMod default	20
Wine fermentation	Based on IWCC v1.3 estimate for 60,000 cases	125
Total		**475**

As shown in the table above, the proposed project would have total direct and indirect emissions that are below the GHG operational threshold (1,100 metric tons of CO2e per year) recommended by BAAQMD for new projects. Therefore, the project's greenhouse gas emissions would not significantly contribute to a cumulative impact on global climate change. Further details are discussed in the Mitigated Negative Declaration.

Issue # 10: Neighborhood Compatibility

Early Neighborhood Notification letters we mailed out to property owners within 300-feet of the project site. The project site is located outside of the Dry Creek Valley Citizens Advisor Committee. However, the project was referred to two local public interest groups Westside Community Association and WASA (Westside Association to Save Agriculture), who have concerns with allowing the reuse of the hop kiln buildings for tasting rooms within the scenic corridor, concentration of wineries and tasting rooms with events along Westside Road, and potential traffic and traffic safety impacts caused by the project. Staff has received letters in opposition and letters in support of the proposed project refer to Exhibit Z.

The traffic study prepared for the project was reviewed and found acceptable by the Sonoma County Department of Transportation and Public Works. Conditions of approval require driveway improvements, right of way dedication, and all parking be done on site. The frequency and size of the annual agricultural promotional events are limited and industry wide events will be a total of two days a year. Improvements are required on the west side of the project site to meet sight distance standards. Also on the west side of the project site, agricultural promotional events are limited to a maximum of 30 guests which equates to 12 vehicles or less. Hours of operation for the winery, the tasting rooms, agricultural promotional and industry wide events have been limited and food service has been limited on the project site.

A Traffic Control and Parking Management Plan has been prepared by the applicant to demonstrate queing areas for guest vehicles along the both the winery and tasting rooms driveway approaches and the locations of parking attendants on duty for the duration of events with 100 guests or more.
The Noise assessments prepared for the project analyzed noise impacts at the four closest residences' property lines. With the implementation of the mitigation measures, noise generated from construction, truck movement, winery production activities, and during agricultural promotional events and industry-wide events; at the property lines of the four sensitive receptors (four residences) would be maintained at or below the County NE-2 standards to a level of less than significant.

The Groundwater Availability Study prepared by EBA Engineering concludes that the water supply characteristics of the underlying aquifer utilized by Wells #1 and #3 are more than adequate to accommodate the water demands associated with the proposed project and will not result in negative impacts to local groundwater or surface water resources. In addition, the proposed water use is projected to not change surface water flows in the Russian River.

The proposal to convert the two hop kiln buildings to tasting rooms was reviewed in a joint session of the Sonoma County Landmarks Commission and the Design Review Committee. A condition of approval requires the applicant apply for a rezoning to place the HD (Historical District) overlay zone on the east side of the project site. Conditions have been incorporated into the project to require a final joint design review session before the Sonoma County Landmarks Commission and the Sonoma County Design Review Committee to reduce potential impacts from exterior lighting shall be fully shielded, downward cast, and Dark Sky compliant. Visual impacts have been addressed through the Design Review Committee, resulting in landscape screening that is more appropriate for the rural agricultural setting.

The County Fire Marshal reviewed the project and will require that the project comply with Fire Safe Standards, including fire protection methods such as sprinklers in buildings, alarm systems, extinguishers, vegetation management, hazardous materials management, and management of flammable or combustible liquids and gases. At the Fire Marshal's request, the applicant submitted a fire safety evaluation that analyzes the proposed project and recommends building features and operational standards to safely manage distilling operations.

Issue # 10: Environmental Determination

A Mitigated Negative Declaration has been completed in compliance with CEQA and the State CEQA Guidelines. All potential environmental impacts associated with the project will be mitigated to less than significant with the adoption of the mitigation identified in the MND and there is no substantial evidence in the record to support a contrary conclusion. The MND was circulated through the State Clearinghouse. A large public hearing sign was posted at the project site for 30 days, the hearing notice was published in the newspaper, three notices were posted along Westside Road, and public hearing notices were mailed to neighbors within 300-feet of the project site. In accordance with CEQA, the Board of Zoning Adjustment must adopt a mitigation monitoring program to ensure that the mitigation measures adopted herein are implemented. A mitigation monitoring program for the project is incorporated into the

Conditions of Approval. The Mitigation Monitoring program will be implemented in accordance with all applicable requirements of CEQA and State CEQA Guidelines.

STAFF RECOMMENDATION

Staff recommends that the Board of Zoning Adjustments adopt the Mitigated Negative Declaration and approve the request for a Use Permit to construct a new winery building (two story, approx. 32,210 square feet) with a maximum annual case production of 60,000 cases, a new wine cave (approx. 20,720 square feet), a conversion of an existing hop kiln building to a public tasting room open from 10 am to 5 pm, 7 days a week, and a conversion of an existing hop baling barn to a reserve tasting room with a two-guest room marketing accommodation unit on the upper floor. Approve the 22 agricultural promotional events per year with a range of maximum guests (10 events with 30 guests, 5 events with 60 guests, 5 events with 120 guests, & 2 events with 300 guests), and the participation in industry wide events totaling two event days per year with a maximum of 300 guests on 75 acres. On the west of the project site, limit the size of agricultural promotional events to a maximum of 30 guest and not allow industry wide events on this side of the project site. Approve a four- year Use Permit term allowed under Section 26-92-130 of the Zoning Code.

FINDINGS FOR RECOMMENDED ACTION

1. The Board of Zoning Adjustments has considered the Mitigated Negative Declaration prepared to address environmental impacts of the project, together with all comments received during the public review process. Based upon the full record of proceedings (including the Initial Study and all comments received), there is no substantial evidence that the project as approved will have a significant environmental effect because Mitigation Measures have been incorporated into the Project as Conditions of Approval and agreed upon by the project applicant. Changes or alterations have been required of or incorporated into the project through the Conditions of Approval that mitigate or avoid the potentially significant environmental effects of the proposed project. These changes or alterations have been agreed to by the applicant and are subject to the Mitigation Monitoring Program contained in the Conditions of Approval. The Mitigated Negative Declaration has been completed in compliance with State and County CEQA guidelines and reflects the independent judgment and analysis of the County of Sonoma.

2. The project is consistent with the General Plan land use designation of Land Intensive Agriculture, and General Plan objectives to facilitate County agricultural production by allowing agricultural processing facilities and uses, including a winery and wine cave, in the Agricultural Land Use categories (Objectives AR 1.1, AR 1.2 and AR 5.1). Processing of agricultural products of a type grown or produced primarily on site or in the local area and tasting rooms and other temporary, seasonal, or year-round sales and promotion of agricultural products grown or processed in the county, subject to the criteria of General Plan Policies AR-5c, AR-5g, AR-6d, and AR-6f, are uses permitted with a Use Permit in the LIA zoning district. The project is consistent with General Plan Goal AR-5, which states that agricultural support services should be conveniently and accessibly located to the primary agricultural activity in the area because the winery is located in an area producing wine grapes and located within the Russian River Appellation. Tasting rooms, agricultural promotional events and industry-wide events will promote the winery and the wines produced on the site, educate visitors on the making of wines, and increase wine club membership; all as part of the marketing of an agricultural product grown and processed in Sonoma County. These activities are consistent with General Plan Objectives AR-1.1, AR 1.2, AR 5.1 and General Plan Policies AR-1a, AR-4a, AR-5c, AR-5g, AR-6a and AR-6d.

3. The primary potential land use conflicts associated with the proposed agricultural processing and visitor-serving uses, including the winery, tasting rooms, agricultural promotional events, and industry-wide events are aesthetics, exterior lighting, traffic, parking, hydrology and water use, water quality, and noise. Conditions of approval have been incorporated into the project to reduce these and all other potential impacts to a less than significant level. The proposed design plans to convert the two existing hop kiln buildings into tasting rooms received preliminary approval in a joint session of the Sonoma County Landmarks Commission and the Design Review Committee. The two hop kiln buildings are dilapidated and unless they are rehabilitated, the County could lose an important part of the local agricultural heritage. The joint committee also recommended approval of allowing the two hop kiln buildings to remain within the scenic corridor setback along Westside Road and to be kept at their present height, which exceeds the 35-foot height limit in the LIA zoning district. A condition of approval requires that HD (Historical District) zoning be placed on the east side of the project site where the hop kiln buildings are located. The winery building and wine caves on the west side are located outside the 200-foot scenic corridor setback and meet other setback requirements and the 35-foot height limit in the LIA zoning district. All elements of the final site plan and design require final approval by the Design Review Committee and the Landmarks Commission prior to issuance of building permits, to ensure compliance with conditions of approval and mitigation measures related to aesthetics, neighborhood compatibility and preservation of historic and cultural resources. New exterior lighting shall be low mounted, downward casting, and fully shielded to prevent glare. Lighting shall be shut off automatically after closing and security lighting shall be motion-sensor activated.

   The Final Traffic Study prepared for the project by the traffic engineer from W-Trans, dated March 10, 2016, was reviewed and accepted by the Sonoma County Department of Transportation and Public Works. An Addendum letter prepared by W-Trans, dated April 21, 2017, explains that collision history for the study area indicates there were two collisions on the study segment in the most recent five-year period according to California Highway Patrol records. The collision rate is below average and according to the traffic engineer of W-Trans, the segment appears to be operating within expected safety parameters. The Conditions of Approval require driveway improvements, right of way dedication, and provision of all parking on site with no parking allowed on Westside Road. The frequency and size of agricultural promotional events are limited, and industry wide events will be two days total. Sight distances along Westside Road from the existing driveway locations were evaluated by W-Trans based on sight distance criteria contained in “A Policy on Geometric Design on Highways and Streets,” published by American Association of State Highways and Transportation Officials (AASHTO). The stopping sight distance criterion for private street intersection was applied by W-Trans for this evaluation. The minimum stopping sight distance needed for an approach speed of 35 mph is 250 feet. Sight distance to the north of the tasting room driveway on the east side, after removal of the existing Westside Farms sign, is more than 400 feet. To the south of the tasting room driveway, the sight distance is more than 400 feet, which is more than adequate for the speed of traffic. The sight distance to the south of the winery driveway on the west side is 250 feet. To the north of the winery driveway, vegetation will be removed and the northwesterly hillside of the project site lowered and terraced to allow a sight distance of 250 feet, in accordance with a letter report, Grading and Cross Section Plan, and a Stopping Sight Distance plan prepared by the applicant’s engineer, Adobe & Associates. Adobe & Associates also prepared a video simulation showing vehicles traveling along the project site with the sight distance improvements completed and sight stopping distance scenario. An Addendum letter from the traffic engineer of W-Trans, dated September 13, 2017, explains that with these improvements to increase sight lines to the north to at least 250 feet, sight lines will be adequate to allow safe operation of the driveway. Also, an existing mirror across Westside Road

on the project site will remain and will extend sight lines.

In addition, a mitigation has been incorporated into the project to limit guest capacity for agricultural promotional events on the west side of the project site to a maximum of 30 guests which equals 12 vehicles using the standard ratio of 2.5 persons per vehicle. Industry wide events will not be held on this portion of the project site. A Traffic Control and Parking Management Plan has been prepared by the applicant to demonstrate queing areas for guest vehicles along the two project driveways for the winery and tasting rooms and the locations of parking attendants on duty for the duration of events. A Traffic Study's sensitivity analysis was done to demonstrate that even with events happening at the same time at more than one winery, there would not be traffic conflicts or an overconcentration of use. However, a condition has been added to the Use Permit to require event coordination between the Ramey winery and the two closest wineries (Williams-Seylem and Arista) for larger events of 100 guests or more, with the exception of the two industry wide event days since these event days are set by the Russian River Valley Grape Growers Association. The conditions also prohibit scheduling larger events during large organized bicycle events. Furthermore, a standard condition is included in the Use Permit requiring the applicant to participate in a future event coordination program to be used for wineries.

Based on the results of the Noise Assessment, dated March 2017 and the Noise Addendum dated August 2017 prepared by Illingworth & Rodkin, Inc., due to the distance of sensitive receptors (residences) and consistency with Table NE 2 of the Noise Element of the General Plan, mitigation is required to reduce heavy truck noise and mechanical and bottling noise. By extending a proposed retaining wall on and along the southerly property line next to the winery building, placing solid walls in the area of the mechanical room and restricting nighttime truck use and nighttime bottling, the noise standards of the General Plan can be met. Conditions of approval provide mitigation to reduce potential noise impacts from the different site features and buildings. The use of amplified music and sound, loud instruments (drums, cymbals, horns, and similar instruments) and acoustical music are only permitted indoors in the two tasting room buildings during daytime hours until 9 P.M. with doors and windows closed. Amplified music within the tasting room buildings shall be maintained at normal, not peak amplification levels, such that the L50 level of the amplified music not exceed 72 dBA at a distance of 50 feet. No outdoor music or use of sound systems is permitted around the tasting room buildings. No amplified music or sound is permitted either indoors or outdoors at the winery building. Outdoor events can only occur within the Picnic Grove Area until 9 P.M. and may use amplified speech limited to sound systems mechanically set to a volume level no greater than 78 dBA at 50 feet. In the Picnic Grove Area, the use of quieter, non-amplified, acoustic musical instruments (such as piano, stringed instruments, woodwinds, flute, etc.) not exceeding the level of ordinary conversations, is permitted outdoors, during daytime hours until 9 P.M. Prior to temporary or final occupancy of the winery building or tasting room buildings, a long term, on-going Noise Management and Monitoring Plan for event activities shall be submitted and cleared by the Permit Sonoma Health Specialist. The Plan shall be implemented for the project operations. The applicants have agreed to the Mitigation Measures and Monitoring program.

The Groundwater Availability Study prepared by EBA Engineering concludes that the water supply characteristics of the underlying aquifer utilized by Wells #1 and #3 are more than adequate to accommodate the water demands associated with the proposed project and will not result in negative impacts to local groundwater or surface water resources. This conclusion is based on the fact that the project site is located within a Class 1 water area, identified in the Sonoma County General Plan as a major groundwater basin, and the underlying aquifer is

comprised of alluvial deposits associated with the Russian River, which is a managed water system that ensures perennial flow throughout the year and serves as a continuous source of recharge to the aquifer. The projected radius of influence characteristics induced by the pumping operations will not encroach onto neighboring properties. In addition, the proposed water use is projected to induce no measurable changes in surface water flows in the Russian River.

All project development will be over 800-feet from the Russian River. According to the Plan, there will be a slight increase in runoff for the 2-year 24-hour storm as a result of the proposed improvements. The increase in the runoff in the area of the winery improvements will be captured in the existing pond. The existing pond will have adequate capacity to capture increase. Water treatment will be achieved by allowing the runoff to flow through vegetated buffer areas prior to entering the pond. There will be a slight increase in runoff east of the tasting room improvements that will infiltrate into the existing vegetation prior to exiting the property. The Best Management Practices incorporated into the proposed project, including the vegetated buffer areas, will provide the necessary treatment to meet the County's Low Impact Development (LID) requirements. . These improvements as designed would reduce the potential impacts on water quality to a level of less than significant.

The industrial wastewater from the proposed winery processing will be collected, aerated and stored in a series of treatment tanks to be disposed of via an irrigation system to serve the on-site vineyard. Domestic sewage disposal from the tasting rooms, marketing accommodations, guest and employee restrooms will be disposed of via on-site septic systems adjacent to the tasting room buildings on the east side and near the existing farmhouse on the west side. Both the winery wastewater system and the domestic systems will be designed by an engineer to meet all applicable standards. The property consists of flat gentle sloping terrain with slopes ranging between 5-15 percent. The soil classification of the project site is "Yolo Loam" which is commonly found in the Russian River and Dry Creek Valleys and described as sandy loam, gravelly loam, silt loam, and clay loam surface layers in some areas. Yolo Loam is suitable for domestic and industrial wastewater disposal systems. The Russian River forms the eastern boundary to the property. Both the winery wastewater system and domestic septic systems will be more than 800 feet from the Russian River.

4. The proposal is consistent with the LIA (Land Intensive Agriculture) zoning designation, which allows the following under Section 26-040-020 (i) of the Zoning Ordinance with a Use Permit approval: tasting rooms and other temporary, seasonal or year-round sales and promotion of agricultural products grown or processed in the county. Sonoma County has a long history of permitting agriculture promotional events at wineries as a marketing tool that promotes the wine produced or grown on site. Project conditions of approval prohibit the winery facility from being rented out to third-parties for any activities, including events, weddings or concerts.

5. The project is consistent with the Land Conservation Act because: 1) the project will be supportive of agricultural production on the project and in the local area; 2) the project would not affect the agricultural use on adjacent properties because noise will be controlled and all parking needs can be accommodated on the project site; 3) the project site will continue to be devoted to agricultural use because well over fifty percent of the property is planted in vines; 4) all other uses, including the winery building, tasting rooms, associated parking, landscaping and outdoor activity area, and existing residence are compatible with the agricultural use of the property and are consistent with the Land Conservation Act's Principles of Compatibility and the County's Uniform Rules for Agricultural Preserves. The existing and proposed development will collectively occupy no more than 3.75 acres of the 75 acre site, which meets the threshold to

ensure that they remain incidental to the primary use of the land for agriculture; 5) there will be no removal or displacement of vines; 6) operation of the tasting rooms and hosting agricultural promotional events are consistent with the Land Conservation Act because they are marketing tools to help sell the wine produced on-site and ensure the long term viability of the vineyard and processing facility; 7) no permanent structures solely devoted to the agricultural promotional event activities will be constructed on the site, and none of the events will last more than two consecutive days; 8) the marketing accommodations for two guest rooms are consistent with the local Uniform Rules; and 9) the agricultural promotional events and industry-wide events are annually limited in number, duration, and scope to ensure that the increase in the temporary human population drawn to the site will not hinder or impair agricultural operations.

6. The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. As discussed in Finding 2 above, in summary, the particular circumstances in this case are: exterior lighting must be low mounted, downward casting and fully shielded to prevent glare, lighting shall shut off automatically after closing and security lighting shall be motion-sensor activated; Westside Road is adequate to support the volume of traffic associated with the proposed land uses; improvements will be done on the project site to provide adequate northerly sight line on the winery side of the project site, the project will not compromise agricultural capability because the proposed use is related to agriculture and no vines will be removed to accommodate the project; and mitigations have been incorporated into the project to ensure that noise from construction, winery operations, and agricultural promotional event and industry wide event activities shall meet the Daytime Noise limit standards established in the General Plan, with limited hours of event activities, and the conditions placed on the project to control noise and restrict the use of any outdoor amplified music and sound systems. Other project related circumstances include that the project will not create a detrimental concentration of visitor-serving and recreational uses because the traffic generated by the project will not result in road access conflicts; the project will preserve historic resources important to the local agricultural heritage and the rural character of the neighborhood; the project applicant will coordinate agricultural promotional events with the two adjacent wineries to off-set event days and/or event times, and the larger agricultural promotional events with 100 guests or more will not be held at the same time as a large, organized bicycle event. The project site wells will not affect or cause a significant drawdown of neighboring wells in the area or the Russian River; a Traffic Control and Parking Management Plan will be implemented to control guest traffic entering and exiting the project site, and guest vehicle parking and movement on the project site. The use of amplified music or sound and loud musical instruments are only permitted indoors at the tasting room buildings during daytime hours with doors and windows closed. Outdoor events and activities, including outdoor wine tasting, are only permitted at the Picnic Walnut Grove area, as depicted on the Site Plan. In the Picnic Walnut Grove area, amplified speech is limited to sound systems mechanically set to a volume level no greater than 78 dBA at 50 feet. The winery's Use Permit is under a one-year review of event activities after commencement of the first event to determine condition compliance.

LIST OF ATTACHMENTS

EXHIBIT A: Draft Conditions of Approval

EXHIBIT B: Use Permit Application

EXHIBIT C: Updated Proposal Statement, dated October 3, 2014

EXHIBIT D: Vicinity Map

EXHIBIT E: General Plan Map

EXHIBIT F: Zoning Map

EXHIBIT G: Aerial Overall Site Plan

EXHIBIT H: APN page

EXHIBIT I: Overall Site Plan

EXHIBIT J: Site Plan Footprint

EXHIBIT K: East Site Plan

EXHIBIT L: West Site Plan

EXHIBIT M: Floor Plan of Public Tasting Room

EXHIBIT N: Floor Plan of Private Tasting Room and Marketing Accommodations

EXHIBIT O: Floor Plan of Winery

EXHIBIT P: Elevations for Public Tasting Room (Existing and Proposed)

EXHIBIT Q: Elevations for Private Tasting Room (Existing and Proposed)

EXHIBIT R: Elevations for Winery

EXHIBIT S: Winery Production Area Compared to Administration/Office Area

EXHIBIT T: Landscape Plans, Exterior Lighting Plans, and Gates (9 pages)

EXHIBIT U: Engineer's Letter, Grading Plan/Cross Sections, and Stopping Sight Distance Plan for Winery Entrance Driveway Improvements, prepared by Adobe & Associates, dated July 13, 2015; and W-Trans' Addendum No. 2 Letter to the Traffic Study, dated September 12, 2017. (4 pages)

EXHIBIT V: Photomontages and Materials Sheet (7 pages)

EXHIBIT W: Site Photos – Grove Area and Parking Areas (east) and Existing Landscaping (west)

EXHIBIT X: Draft Traffic Control and Parking Management Plan, dated August 2017

EXHIBIT Y: Memorandum of Truck Sizes from Environmental Health Specialist, dated August 22, 2017

EXHIBIT Z: Letters from the Public

EXHIBIT AA: Draft Resolution

Separate Attachment for Commissioners: Mitigated Negative Declaration with Attachments including environmental studies and study addendum letters prepared by consultants for the project,full size project plans, and color copy of Traffic Queing Plan for West/East Driveways.

SONOMA COUNTY BOARD OF ZONING ADJUSTMENTS

Draft Conditions of Approval
Exhibit A

Staff:	Traci Tesconi	**Date:**	September 21, 2017
Applicant:	David and Carla Ramey Trust	**File No.:**	UPE14-0008
Owner:	David and Carla Ramey Trust	**APN:**	110-240-031, -032 and -040
Address:	7097 Westside Road, Healdsburg		

Project Description: Request for a Use Permit to construct a new winery building with a maximum annual case production of 60,000 cases and a new wine cave on the west side of the project site. On the east side of the project site is the conversion of a historic hop kiln building to a public tasting room and conversion of a historic hop bale barn to a reserve tasting room with a two-guest room marketing accommodation on the upper floor. The request also includes 22 agricultural promotional events per year with a range of maximum guests (10 events with 30 guests, 5 events with 60 guests, 5 events with 120 guests, & 2 events with 300 guests), and participation in industry wide events totaling two event days per year with a maximum of 300 guests on 75 acres. On the west side of the project site, agricultural promotional events would be limited to a maximum of 30 guests and industry wide events will not be held on this side of the project site. A four- year Use Permit term to activate the permit is requested under Section 26-92-130 of the Zoning Code. No weddings, receptions, concerts, or non-agricultural related events are permitted under this Use Permit.

Prior to commencing the use, evidence must be submitted to the file that all of the following non-operational conditions have been met.

1. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of $50.00 (or latest fee in effect at time of payment) for County Clerk processing, and $2,216.25 (or latest fee in effect at time of payment) because a Mitigated Negative Declaration was prepared, for a **total of $2,266.25 made payable to Sonoma County Clerk** and submitted to PRMD. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.

BUILDING:

2. The applicant shall apply for and obtain building related permits from the Permit and Resource Management Department (PRMD). The necessary applications appear to be, but may not be limited to, site review, building permit, and grading permit.

3. Prior to initiation of the approved use, the project shall comply with the accessibility requirements set forth in the most recent California Building Code (CBC), as determined by the PRMD Building Division. Such accessibility requirements shall apply to all new construction and remodeling and, where required by the CBC, to retrofitting of the existing structure.

4. The business operator shall post a sign that includes the phone number for a current job manager for the benefit of neighbors. The job manager can be contacted if there are any problems associated with the construction process site such as dust, storm water runoff, hours of operation, equipment noise, traffic issues or lack of compliance with any project conditions of approval.

5. Any wine cave used for guided tours or public/private assembly shall comply with the model California Codes including, but not limited to exiting, fire suppression, lighting and accessibility regulations.

HEALTH:

"The conditions below have been satisfied BY _____ DATE _____

PRIOR TO BUILDING PERMIT AND VESTING THE USE PERMIT:

Water:

6. Prior to building permit issuance the applicant shall have the proposed water supply system evaluated for potential contamination or pollution via backflow by an American Water Works Association certified Cross Connection Control Specialist. The recommendations for cross connection control shall, at a minimum, meet the requirements of the 2013 California Plumbing Code and subsequent editions adopted by Sonoma County. A copy of the report must be submitted to the Project Review Health Specialist for review.

   If the applicant has been required to do a cross-connection control survey by the California Department of Public Health, then a copy of that survey may be submitted to meet this condition within 120 days after occupancy.

7. Prior to building permit issuance and project operation, provide the Project Review Health Specialist with the bacteriological (E. Coli and total coliform) arsenic and nitrate analysis results of a sample of your water tested by a State-certified lab. If the analysis shows contamination, the applicant will be required to treat the well per County requirements and re-test the well. If the contamination cannot be cleared from the well destruction under permit of this Department may be required.

8. Prior to the issuance of building permits the applicant shall provide an engineered design of the water supply system, construct and/or develop the water sources (wells and/or springs), complete the appropriate water quality testing and apply for a water supply permit from the State Drinking Water Program because it has determined that more than 25 persons per day for 60 days within a year will be served by the water system. A copy of the Use Permit application and conditions must be provided to the State Drinking Water Program in order to obtain appropriate raw water source sampling requirements. (This process should begin as soon as possible, as the application, plan check and sampling will take some time.) Prior to the issuance of building permits, copies of the clearance letter must be submitted to the Project Review Health Specialist, or the State Drinking Water Program may e-mail clearance directly to PRMD.

9. The water supply well is required to have a 50-foot annular seal prior to vesting the Use Permit. Annular seals are installed at the time of construction of the water well, and are very difficult (and sometimes impossible) to retro-fit in an economic manner. If documentation of a 50-foot annular seal cannot be obtained, then a new water well may be required.

10. Prior to the issuance of any building permit an Easement is required to be recorded for this project to provide Sonoma County personnel access to any on-site water well serving this project and any required monitoring well to collect water meter readings and groundwater level measurements. Access shall be granted Monday through Friday from 8:00 a.m. to 5:00 p.m. All Easement language is subject to review and approval by PRMD Project Review staff and County Counsel prior to recordation.

11. Prior to building permit issuance, a water well serving this project shall be fitted with a groundwater level measuring tube and port, or electronic groundwater level measuring device. Water meter(s) to measure all groundwater extracted for the permitted use shall be installed on the water system. A Site Plan showing the location of the well with the groundwater level measuring device and the location of the water meter(s) shall be submitted to the PRMD Project Review Health Specialist.

Septic:

12. Prior to building permit issuance and vesting the Use Permit, the applicant shall obtain a permit for the sewage disposal system. The system may require design by a Registered Civil Engineer or Registered Environmental Health Specialist and both soils analysis, percolation and wet weather testing may be required. Wet weather groundwater testing may also be required. The sewage system shall meet peak flow discharge of the wastewater from all sources granted in the Use Permit and any additional sources from the parcel plumbed to the disposal system, and shall include the required reserve area.

This project is approved for agricultural promotional events and shall provide septic system capacity in accordance with PRMD Policy 9-2-31 (available on PRMD's website under Policy and Procedures). The project septic system shall be designed to accommodate 100 % percent of the wastewater flow from an event with 60 guests, in addition to peak wastewater flows from all other sources plumbed to the septic system, including the 15 employees listed in the traffic study.

If a permit for a standard, innovative or experimental sewage disposal system sized to meet all peak flows cannot be issued, then the applicant shall revise the project (fees apply and a hearing may be required) to amend the Use Permit to a reduced size, not to exceed the on-site disposal capabilities of the project site and attendant easements. The Project Review Health Specialist shall receive a final clearance from the Well and Septic Section that all required septic system testing and design elements have been met.

13. Application for wastewater discharge requirements shall be filed by the applicant with the North Coast Regional Water Quality Control Board. Documentation of acceptance of a complete application with no initial objections or concerns by the Regional Water Quality Control Board shall be submitted to the Project Review Health Specialist prior to building, grading for ponds or septic permit issuance (if the Regional Water Board Water Resource Engineer or Environmental Specialist have objections or concerns then the applicant shall obtain Waste Discharge Requirements prior to building permit issuance). A copy of the Waste Discharge Permit shall be submitted to the Project Review Health Specialist prior to issuance of a Certificate of Occupancy or project operation and vesting the Use Permit.

14. In-room Jacuzzi tubs, hot tubs or any other over-size tub designed for use by two or more persons, or any common area Jacuzzi or hot tub, or Vichy Shower shall not be allowed unless they are specified in the septic system analysis and additional capacity in the septic system is allocated for their use.

15. Toilet facilities shall be provided for patrons and employees prior to vesting the Use Permit. A copy of the Floor Plan showing the location of the restrooms shall be submitted to the Project Review Health Specialist prior to issuance of building permits.

16. Prior to building permit issuance and vesting the Use Permit, sewage disposal system(s) shall be evaluated relative to the proposed wine cave(s). If the floor of the wine cave(s) are lower than any wastewater disposal field or septic tanks, a minimum 50-foot setback from any tanks, sumps, and septic disposal field shall be maintained. The Project Review Health Specialist shall receive a Topographic Map created by a Civil Engineer, Surveyor or REHS depicting the septic system and wine cave components for review.

<u>Consumer Protection:</u>

17. Prior to the issuance of building permits and the start of any on-site construction, plans and specifications for any food facility that provides food or beverage to the public must be submitted to, and approved by the Department of Health Services, Environmental Health & Safety Section. Be advised that major expenses can be triggered relating to the need for commercial exhaust hoods, fire suppression systems, food storage space and walk in refrigerators/freezers dependent upon the scale of food service and the menu items selected. Early consultation with Environmental Health & Safety is recommended. All food service on this site shall be limited to the scale, scope, frequency and any menu limitations specified under the Planning conditions in this Use Permit.

    If the project will operate under a Wine Tasting Room Exemption, the exemption requires:

    a. Proof of a State Wine Grower License (Alcoholic Beverage Control 02 license).

    b. A statement that the wine tasting facility will not offer for sale, food or beverage for onsite consumption (with the exception of the actual wine tasting, prepackaged non-potentially hazardous beverages and crackers).

    c. Note that this Use Permit requires that if any of the following items are new or replacement installations they shall be built to CalCode standards: all flooring, counter tops, restrooms and sinks in the food or beverage service area. The goal is to minimize the need to replace new materials when a small change in the menu triggers the need for a Food Facility permit.

Contact the Department of Health Services, Environmental Health & Safety Section at 565-6565 for information and instructions. An e-mail of the approval from the Environmental Health & Safety Section or a copy of the Plan Check Approval shall be presented to the Project Review Health Specialist to verify compliance with requirements of the California Retail Food Code (CalCode).

Solid Waste:

18. Prior to building permit issuance, the applicant shall submit a design for trash enclosures and recycling areas for review and approval by the PRMD Building Plan Check Section. (Fees may apply.) Note that trash trucks must have at least a 32-foot turning radius at the trash enclosure and the dumpster must have 16 feet of overhead clearance.

Noise:

19. Prior to the issuance of building permits, noise mitigations shall be photocopied from the Noise Study Addendum and attached to the building plans submitted for plan check.

20. NOTE ON GRADING, IMPROVEMENT, AND BUILDING PLANS:

Construction activities associated with this project shall be restricted as follows:

a. All internal combustion engines used during construction of this project will be operated with mufflers that meet the requirements of the State Resources Code, and, where applicable, the Vehicle Code. Equipment shall be properly maintained and turned off when not in use.
b. Except for actions taken to prevent an emergency, or to deal with an existing emergency, all construction activities shall be restricted to the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. and 7:00 p.m. on weekends and holidays. If work outside the times specified above becomes necessary, the applicant shall notify the PRMD Project Review Division as soon as practical.
c. There will be no starting up of machines nor equipment prior to 7:00 a.m, Monday through Friday or 9:00 am on weekends and holidays; no delivery of materials or equipment prior to 7:00 a.m nor past 7:00 p.m, Monday through Friday or prior to 9:00 a.m. nor past 7:00 p.m. on weekends and holidays and no servicing of equipment past 7:00 p.m., Monday through Friday, or weekends and holidays. A sign(s) shall be posted on the site regarding the allowable hours of construction, and including the developer's phone number for public contact.
d. Pile driving activities shall be limited to 7:30 a.m. to 7:00 p.m. weekdays only.
e. Construction maintenance, storage and staging areas for construction equipment shall avoid proximity to residential areas to the maximum extent practicable. Stationary construction equipment, such as compressors, mixers, etc., shall be placed away from residential areas and/or provided with acoustical shielding. Quiet construction equipment shall be used when possible.
f. The Permit Holder shall designate a Project Manager with authority to implement the mitigation prior to issuance of each building/grading permit. The Project Manager's phone number shall be conspicuously posted at the construction site. The Project Manager shall determine the cause of noise complaints (e.g. starting too early, faulty muffler, etc.) and shall take prompt action to correct the problem.

Mitigation Monitoring: PRMD staff shall ensure that the note listed above has been placed on all grading, building, and improvement plans prior to issuance of permits. Any noise complaints will be investigated by PRMD staff. If violations are found, PRMD shall seek voluntary compliance from the permit holder and thereafter may initiate an enforcement action and/or revocation or modification proceedings, as appropriate. (Ongoing)

Vector Control:

21. A Mosquito and Vector Control Plan acceptable to the Marin-Sonoma Mosquito and Vector Control District (telephone 707-285-2200) shall be submitted prior to bringing the public onto a property with ponds. The Project Review Health Specialist shall receive a copy of the Mosquito and Vector Control Plan and an acceptance letter from the Marin-Sonoma Mosquito and Vector Control District.

PRIOR TO OCCUPANCY:

Noise:

22. Prior to issuance of temporary or final occupancy of the winery building, or vesting the Use Permit, to reduce noise levels from heavy trucks using the truck loading and turn around area, and from bottling noise, the height of the retaining wall on the south side of the loading area shall be extended to 6- feet above existing grade (above the retaining wall as depicted on project plans) and shall consist of masonry materials to act as a noise barrier. This noise barrier/retaining wall with a height of 6-feet above the existing ground level shall extend for 100-feet parallel to the southerly property line boundary of the winery site. The barrier height in relation to building pad elevation must be certified by the project engineer. The sound consultant shall confirm in writing that the design, location, and final construction of the noise barrier/retaining wall complies with the required noise standards as described in the Noise Study Addendum, prepared by Illingworth and Rodkin, dated August 16, 2017. (Refer to Sheets A0.00, A1.02, and A2.04 of the Project Plans, dated August 16, 2017).

    Mitigation Monitoring: Prior to temporary or final occupancy of the winery building or vesting of the Use Permit, a letter from the sound consultant shall be submitted to the Project Review Health Specialist confirming the noise barrier/retaining wall consisting of masonry materials has been located, designed, and constructed in accordance with the recommendations as described in the Noise Study Addendum, prepared by Illingworth and Rodkin, dated August 16, 2017.

23. The southern façade and part of the eastern façade of the Mechanical Equipment Room of the winery building shall be designed and constructed as solid walls with any and all materials recommended by the sound consultant to ensure a 28+ dBA reduction and meet 42dBA nighttime standard per adjusted Table NE-2 (Refer to Sheet A1.12 of the Project Plans, dated August 16, 2017).

    Mitigation Monitoring: Prior to issuance of any building permit for the winery building, project plans shall depict the southern façade and part of the eastern façade of the Mechanical Equipment Room of the winery building shall be installed with solid walls. Prior to temporary of final occupancy of the winery building, a letter from the sound consultant shall be submitted to the Project Planner confirming the solid walls have been constructed in accordance with the recommendations as described in the Noise Study Addendum dated August 16, 2017.

24. Prior to temporary or final occupancy of the winery building or tasting room buildings, a long term, on-going Noise Management and Monitoring Plan for event activities shall be submitted to the PRMD Project Review Health Specialist and found to be acceptable. The plan shall address potential cumulative noise impacts from all events in the area. Implementation of the on-going Noise Management and Monitoring Program shall be required upon operation of the project.

Septic:

25. Prior to building occupancy, all wastewater plumbing shall be connected to a sewage disposal system that has been constructed under permit for the proposed use by the PRMD Well and Septic Section. The Project Review Health Specialist shall receive a final clearance from the

District Specialist that all required septic system testing, design elements, construction inspections and any required operating permits have been met.

Wine Caves and Radon Gas:

26. Prior to completion of wine cave excavation, radon gas exposure shall be tested by an Electret-Passive Environmental Radon Monitor (E-PERM) or other method as approved by PRMD. A copy of the lab report shall be submitted to the Project Review Health Specialist. If radon gas is found to be present in excess of 25 pCi/L, then mitigation methods shall be implemented into the wine cave design.

27. Following construction but prior to wine cave operation, radon gas exposure shall be re-tested by an E-PERM or other method as approved by PRMD. A copy of the lab report shall be submitted to the Project Review Health Specialist. Where radon is found to be in excess of 100 pCi/L in areas where winery workers or guests are exposed, appropriate mitigation measures (such as continuous ventilation during human occupancy) shall be taken to comply with OSHA regulations. Where radon is found to be in excess of 25 pCi/L (25% of the maximum allowable exposure limit), airborne radioactive area signs shall be posted to conform to OSHA regulations.

OPERATIONAL REQUIREMENTS:

Water:

28. The property owner or lease holder shall have the backflow prevention assembly tested by an American Water Works Association certified Backflow Prevention Assembly Tester at the time of installation, repair, or relocation and at least on an annual schedule thereafter.

29. A safe, potable water supply shall be provided and maintained.

30. The location of the wells, and groundwater elevations and quantities of groundwater extracted for this use shall be monitored quarterly and reported to PRMD in January of the following year pursuant to Section WR-2d of the Sonoma County General Plan and County policies. Annual monitoring fees shall be paid at the rate specified in the County Fee Ordinance. If the County determines that groundwater levels are declining in the basin, then the applicant shall submit and implement a Water Conservation Plan, subject to review and approval by PRMD.

31. Required water meters shall be calibrated, and copies of receipts and correction factors shall be submitted to PRMD Project Review staff at least once every five years.

Septic:

32. Maintain the Annual Operating Permit for any package treatment plant, alternative (mound or pressure distribution) or experimental sewage disposal system installed per Sonoma County Code 24-32, and all applicable Waste Discharge Requirements set by the Regional Water Quality Control Board.

33. Use of the on-site wastewater disposal system shall be in accordance with the design and approval of the system.

34. All future sewage disposal system repairs shall be completed in the Designated Reserve areas and shall meet Class I Standards. Alternate reserve areas may be designated if soil evaluation and testing demonstrate that the alternative reserve area meets or exceeds all of the requirements that would have been met by the original reserve area. If wastewater ponds or a package treatment plant are needed, then a modification of the Use Permit may be required, as determined by PRMD.

35. When permitted agricultural promotional events exceed 60 persons, the permit holder shall provide portable toilets meeting the following minimum requirements:

    a. An adequate number of portable toilets shall be provided, but in no case shall the number of portable toilets be less than one toilet per one hundred (100) event employees and visitors per day for day use.

    b. Portable hand washing facilities shall be provided with all portable toilets used for serving visitors or the public. Employees serving food to visitors or the public must have access to permanently plumbed running hot and cold water sinks plumbed to a permitted on-site wastewater treatment system or public sewer.

    c. Portable toilets shall be serviced as needed, but in no case less than once every seven days.

    d. The applicant shall provide an accessible portable restroom on the job site where required by Federal, State or local law, including but not limited to, requirements imposed under OSHA, the Americans with Disabilities Act or Fair Employment and Housing Act.

    e. Portable toilets shall not be brought on-site prior to 48 hours before the special event and shall be promptly serviced and removed within 48 hours after the special event.

    f. If complaints are received by PRMD regarding the number of available portable toilets that PRMD deems a valid complaint, the applicant or current operator of the Use Permit shall increase the number of portable toilets and/or increase the frequency of maintenance of the portable toilets for the remainder of the agricultural promotional event and at future agricultural promotional events as directed by PRMD. The property owner and/or his agent(s) are expected to maintain portable toilets and hand washing units so that:

        i) The holding tank does not leak or overflow.
        ii) Toilet paper is promptly replaced when the dispenser runs out.

        iii) Water, paper towels and soap are promptly replaced when the hand washing units run out.

        iv) The wait to use a portable toilet shall not be so long that people use alternatives to sanitary restroom facilities.

        v) Reliance upon portable toilets shall not create a public nuisance.

36. Portable toilets and portable hand-washing facilities shall be placed and maintained for employees as needed on the work sites, but in no case shall they be serviced less than once per three days when 24 hour operations are conducted, and once per seven days when only daytime operations are conducted. The permitee shall provide an accessible portable restroom on the job site where required by Federal, State or local law, including but not limited to, requirements imposed under OSHA, the Americans with Disabilities Act or Fair Employment and Housing Act.

<u>Consumer Protection:</u>

37. Obtain and maintain all required Food Facility Permits from the Sonoma County Environmental Health Division if required for the wine tasting activities approved in this Use Permit. State law allows for a wine tasting exemption from a Food Facility Permit. However, in order to qualify for the wine tasting exemption State law requires that no food or beverage be sold for on-site consumption except for wine tasting, prepackaged non-potentially hazardous beverages and crackers. No food or beverage shall be sold for off-site consumption except for bottles of wine and prepackaged non-potentially hazardous beverages. Contact the Environmental Health Division at 565-6547 for information and instruction sheet. Note that no food service exceeding the limits specified under the planning conditions shall be authorized on this site by the issuance

of any retail food facility permit, catering permit, mobile food vendor permit or building permit.

38. Obtain and maintain all required Food Industry Permits from the Sonoma County Environmental Health Division prior to serving any food.

Noise:

Noise shall be controlled in accordance with Table NE-2 (or an *adjusted* Table NE-2 with respect to ambient noise as described in General Plan 2020, Policy NE-1c,) as measured at the exterior property line of any affected residential or sensitive land use:

ABLE NE-2: *Adjusted* Maximum Allowable **Exterior Noise** Exposures

Hourly Noise Metric[1], dBA	Daytime[1] (7 a.m. to 10 p.m.)	Nighttime[1] (10 p.m. to 7 a.m.)
L50 (30 minutes in any hour)	45	40
L25 (15 minutes in any hour)	50	45
L08 (4 minutes 48 seconds in any hour)	55	50
L02 (72 seconds in any hour)	60	55

[1] The sound level exceeded n% of the time in any hour. For example, the L50 is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L02 is the sound level exceeded 1 minute in any hour.
[2] This table has been adjusted downward by 5dB for simple tone noises, music and speech.

TABLE NE-2: *Adjusted* Maximum Allowable **Special Event** Noise Exposures

Hourly Noise Metric[1], dBA	Daytime[2] (7 a.m. to 10 p.m.)	Nighttime[2] (10 p.m. to 7 a.m.)
L50 (30 minutes in any hour)	45	40
L25 (15 minutes in any hour)	50	45
L08 (4 minutes 48 seconds in any hour)	55	50
L02 (72 seconds in any hour)	60	55

[1] The sound level exceeded n% of the time in any hour. For example, the L50 is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L02 is the sound level exceeded 1 minute in any hour.
[2]This table has been adjusted downward by 5 dB due to events with speech and music.

39. No nighttime heavy truck deliveries and/or shipments is permitted, and no nighttime bottling is permitted between the hours of 10 P.M. and 7 A.M.)

Mitigation Monitoring: Any noise complaints will be investigated by PRMD staff. If violations are found, PRMD shall seek voluntary compliance from the permit holder and thereafter may initiate an enforcement action and/or revocation or modification proceedings, as appropriate. (Ongoing

40. Based on the Noise Element of the General Plan, the Environmental Noise Assessment prepared by Illingworth and Rodkin, dated March 7, 2017, and the Addendum dated August 16, 2017; and the current Site Plan; the following operational noise limitations apply to each of the buildings or site features on the project site:

1. At the **Winery building** (*west side* of Westside Rd):
   - The use of amplified music or sound systems is not permitted either indoors or outdoors. This does not restrict the use of small personal music devices or personal computer music devices used by employees of the winery.
   - Acoustical music is not permitted either indoors or outdoors.

2. At the **two tasting room buildings** (*east side* of Westside Rd):
   - The use of amplified music and sound is permitted indoors during daytime hours up to 9 P.M., with doors and windows closed.
   - The use of loud instruments (drums, cymbals, horns, and similar instruments) and acoustical music is permitted indoors with doors and windows closed.
   - Amplified music within the two tasting room buildings shall be maintained at normal, not peak amplification levels, such that the L50 level of the amplified music not exceed 72 dBA at a distance of 50 feet.
   - The use of outdoor music or sound systems is not permitted around the tasting room buildings.

3. At **Picnic Walnut Grove** (*east side* of Westside Rd):
   - The use of outdoor amplified music or sound systems is not permitted in this area.
   - The use of loud instruments (drums, cymbals, horns, and similar instruments) is not permitted in this area.
   - The use of outdoor amplified speech is permitted, but limited to using a sound system mechanically set to limit the volume level to 78 dBA at 50 feet.
   - The use of quieter, **non-amplified,** acoustic musical instruments (such as piano, stringed instruments, woodwinds, flute, etc.) not exceeding the level of ordinary conversations of 60 dBA at 3 feet, is permitted outdoors in the Picnic Walnut Grove, during daytime hours only, and when in compliance with the *Adjusted* Noise Element of the Sonoma County General Plan and shall cease by 9 P.M.

4. Outdoor event activities, including outdoor wine tasting, are only permitted at the Picnic Walnut Grove area, as depicted on the approved Site Plan.

Mitigation Monitoring**:** If noise complaints are received from nearby residents, and they appear to be valid complaints in PRMD's opinion, then the applicant shall conduct a Noise Study to determine if the current operations meet noise standards and identify any additional noise Mitigation Measures if necessary. A copy of the Noise Study shall be submitted to the Project Review Health Specialist within sixty days of notification from PRMD that a noise complaint has been received. The owner/operator shall implement any additional Mitigation Measures needed to meet noise standards.

41. Agricultural promotional events shall not consist of weddings, concerts, dances or personal/business parties, but shall consist of wine marketing events, wine pairing meals or events promoting a specific aspect of Sonoma County agriculture.

Mitigation Monitoring: If noise complaints are received from nearby residents, and they appear to be valid complaints in PRMD's opinion, then the applicant shall conduct a Noise Study to determine if the current operations meet noise standards and identify any additional noise Mitigation Measures if necessary. A copy of the Noise Study shall be submitted to the Project Review Health Specialist within sixty days of notification from PRMD that a noise complaint has been received. The owner/operator shall implement any additional Mitigation Measures needed to meet noise standards.

Solid Waste:

42. All garbage and refuse on this site shall accumulate or be stored in non-absorbent, water-tight, vector resistant, durable, easily cleanable, galvanized metal or heavy plastic containers with tight fitting lids. No refuse container shall be filled beyond the capacity to completely close the lid. Garbage and refuse on this site shall accumulate or be stored for no more than seven calendar days, and shall be properly disposed of at a County Transfer Station or County Landfill before the end of the seventh day.

Smoking:

43. Smoking is prohibited at any public event, in any dining area, service area (including entry lines or ticket purchase lines) and in any enclosed area that is a place of employment (Sonoma County Code 32-6). "No Smoking" signs shall be conspicuously posted at the point of entry into every building where smoking is prohibited by Chapter 32 of the Sonoma County Code. The California Health and Safety Code (section 113978) also requires the posting of "No Smoking" signs in all food preparation areas, all retail food storage areas, and all food utensil washing areas. Note that Health and Safety Code section 113781 definition of food includes any beverage intended for human consumption.

44. A "Designated Smoking Area" may be established in unenclosed areas consistent with Sonoma County Code section 32-3. Designated Smoking Areas must be at least 25 feet away from any building or area where smoking is prohibited, must be conspicuously identified by signs as a smoking area, and shall be equipped with ash trays or ash cans.

GRADING AND STORM WATER:

"The conditions below have been satisfied BY _____ DATE _____

45. Grading and/or building permits require review and approval by the Grading & Storm Water Section of the Permit and Resource Management Department prior to issuance. Grading permit applications shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations.

46. A drainage report for the proposed project shall be prepared by a civil engineer, currently registered in the State of California, be submitted with the grading permit application, and be subject to review and approval by the Grading & Storm Water Section of the Permit and Resource Management Department. The drainage report shall include, at a minimum, a project narrative, on- and off-site hydrology maps, hydrologic calculations, hydraulic calculations, pre- and post-development analysis for all existing and proposed drainage facilities. The drainage report shall abide by and contain all applicable items in the Drainage Report Required Contents (DRN-006) handout.

47. Drainage improvements shall be designed by a civil engineer, currently registered in the State of California, and in accordance with the Sonoma County Water Agency Flood Control Design Criteria. Drainage improvements shall be shown on the grading plans and be submitted to the Grading & Storm Water Section of the Permit and Resource Management Department (PRMD) for review and approval. Drainage improvements shall maintain off-site natural drainage patterns, limit post-development storm water levels and pollutant discharges in compliance with PRMD's best management practices guide, and shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations. Drainage improvements shall not adversely affect adjacent properties or drainage systems.

48. The applicant shall provide grading plans, prepared by a civil engineer currently registered in the State of California, which clearly indicate the nature and extent of the work proposed and include all existing and proposed land features, elevations, roads, driveways, buildings, limits of grading,

adequate grading cross sections and drainage facilities such as swales, channels, closed conduits, or drainage structures. The grading plans shall abide by and contain all applicable items from the Grading Permit Required Application Contents (GRD-004) handout.

49. Portions of the proposed project are located within a Special Flood Hazard Area (SFHA) and is affected by flooding from the Russian River. No fill shall be placed within a SFHA, unless an engineering analysis demonstrates that no reduction in the flood storage capacity within the SFHA will result from the fill placement and related improvements. Any land subject to inundation by a SFHA shall be delineated and shown on the grading plans as "SUBJECT TO INUNDATION" in one-inch lettering. The base flood elevation is estimated to be at 79 feet above mean sea level. The lowest floor elevation of any habitable structure must be at 80 feet or higher above mean sea level. The grading plans shall show all elevations based upon the North American Vertical Datum of 1988 (NVGD 88).

50. As part of the grading plans, the applicant shall include an erosion prevention/sediment control plan which clearly shows best management practices to be implemented, limits of disturbed areas, vegetated areas to be preserved, pertinent details, notes, and specifications to prevent damages and minimize adverse impacts to the environment. Tracking of soil or construction debris into the public right-of-way shall be prohibited. Runoff containing concrete waste or by-products shall not be allowed to drain to the storm drain system, waterway(s), or adjacent lands. The erosion prevention/sediment control plan shall abide by and contain all applicable items in the Grading Permit Required Application Contents (GRD-004) handout.

51. Residue or polluted runoff from the crush pad or from production areas/activities shall not be allowed to drain directly to the storm drain system, waterway(s) or adjacent lands. Crush pads and production areas shall be covered or drain directly to a proper waste disposal system. No diversion valves shall be allowed.

52. Runoff from waste receptacles or outside washing areas shall not be allowed to drain directly to the storm drain system, waterway(s) or adjacent lands. Areas used for waste receptacles and outside washing areas shall be covered and be separated from the rest of the project site by grade breaks that prevent storm water run-on. Any surface water flow from a waste receptacle or outside washing area shall not be permitted to enter the storm drain system without receiving appropriate treatment.

53. If the cumulative land disturbance of the project is equal to or greater than one (1) acre, then the project is subject to National Pollutant Discharge Elimination System (NPDES) requirements and must obtain coverage under the State Water Resource Control Board's General Construction Permit (General Permit). Documentation of coverage under the General Permit must be submitted to the Grading & Storm Water Section of the Permit and Resource Management Department prior to issuance of any grading permit for the proposed project.

TRANSPORTATION AND PUBLIC WORKS:

"The conditions below have been satisfied" BY _____ DATE _____

54. The Applicant, his or her personal representatives, and project consultants are advised that the issuance of building permits is subject to the payment of a development fee (Traffic Mitigation Fee) as required by Section 26, Article 98 of the Sonoma County Code. The fee is computed multiplying project Average Daily Traffic (ADT) by the commercial fee in effect at the time of permit issuance. Project ADT is the sum of case production ADT and permitted event ADT.

55. To allow for the smooth and safe movement of passenger vehicles entering and exiting the public road that provides access to the property, entry to Westside Road shall conform to AASHTO recommendations. More specifically, the Applicant shall construct all driveway entrances to meet the following criteria:

a. A minimum paved throat width of 24 feet;

b. Return curves having a pavement radius sufficient to accommodate the wheel path of the largest vehicle entering the site; the design may incorporate paved tapers to insure right-turn movements are completed without the need to enter the opposing traffic lane.

c. The driveway shall enter Westside Road as close to perpendicular as possible, but in no case shall the driveway enter the public road at more than 20 degrees from perpendicular.

d. The entrance shall be surfaced with asphalt concrete a minimum distance of 25 feet from the edge of pavement.

e. The minimum sight distance for vehicles exiting the Project driveways shall be in accordance with the findings of the W-Trans traffic study dated March 10, 2016. Prior to issuance of a building permit for the winery building or wine cave, the Applicant shall implement all stopping sight distance improvements as recommended within the study. Improvement of the westerly driveway entry shall conform to the Winery Entry Grading Plan, dated June 26, 2017, prepared by Adobe Associates, Inc. The minimum finished grade shall be established 0.75 feet below the sightline. A hardscape shall be installed along this line to preserve sight distance. Alternatively, the finished grade shall be established 1.0' below the sightline with a low-growing ground cover planted on the surface. Any trees impacting the sight triangle shall be trimmed and maintained sufficiently above the ground surface to clear sight obstructions.

f. Refer to County of Sonoma Department of Transportation and Public Works Construction Standard Drawing 814, latest revision, for private road and driveway intersection details (http://sonomacounty.ca.gov/TPW/Roads/Services/Road-Data-and-Resources/Construction-Standards/).

g. An Encroachment Permit issued by PRMD shall be obtained prior to constructing any improvements within County road right-of-way.

h. All driveway entrance improvements shall be constructed prior to occupancy of any new structure.

56. Prior to PRMD issuance of temporary or final occupancy on building permits for the winery, the Permit Holder shall obtain necessary permits to install an automated swing or rolling gate at the winery production facility (west) project driveway. Fire and emergency access shall be provided per Fire requirements. The gate shall be setback a minimum distance of 30 feet from the edge of pavement. NOTE: Placement of temporary barricades in this driveway during events does not satisfy this requirement.

Mitigation Monitoring**:** PRMD shall not issue final or temporary occupancy on the winery or tasting room buildings, until the Permit Holder has obtained all necessary permits and has installed the automated swing or rolling gate at the winery production facility (west) project driveway. Fire and emergency access shall be provided per Fire requirements. The gate shall be setback a minimum distance of 30 feet from the edge of pavement.

57. To minimize pedestrian crossings at Westside Road, the winery production facility parking lot shall remain closed to the public, with the exception of the 30-person agricultural promotional events. During the 30-person events, a Parking Attendant shall monitor the gate to control vehicle and pedestrian access and egress of the winery facility.

58. All guest parking shall be provided on the tasting room side of the public road. The Department of Transportation and Public Works recommends the installation of an automated swing or rolling

gate at this driveway. Fire and emergency access shall be provided per Fire requirements. The gate shall be setback a minimum distance of 30 feet from the edge of pavement. Placement of temporary barricades in this driveway during events does not satisfy this requirement.

59. The Department of Transportation and Public Works recommends the Applicant update the project overflow parking plan to account for previously identified overflow spaces that are eliminated from the production facility parking lot.

60. Under the approval of an Encroachment permit and prior to issuance of any building permits for the winery building on the west side of the project site by PRMD, modifications to the embankment and vegetation on the Permit Holder's property on the northerly side of the project's west side driveway entrance shall be completed to allow a minimum of 250-feet of sight distance needed for the critical approach speed. The plans for the modification to the embankment shall be prepared by a Registered Civil Engineer and shown on the final grading plans for the project. The details of vegetation removal shall be done by a licensed landscape architect and depicted on the final landscape plans. This area shall be maintained with hardscape materials or low lying ground vegetation.

Mitigation Monitoring: The Permit and Resource Management Department shall not issue any grading permit or building permit until the Encroachment permit has been approved to allow the modifications to the embankment and vegetation on the Permit Holder's property on the northerly side of the project's west side driveway entrance.

61. The existing Westside Farms sign shall be removed and this area left clear to provide adequate sight distance to the north.

Mitigation Monitoring: The Permit and Resource Management Department shall not issue any grading permit until the Westside Farms sign has been removed.

62. Agricultural promotional events on the west side of the project site are limited to a maximum capacity of 30 guests. No industry wide events shall be held on the west side of the project site.

Mitigation Monitoring: Failure by the Permit Holder to adhere to the 30-guest maximum on the west side of the project site or holding industry-wide events on the west side of the project site is considered a violation of the Use Permit conditions and subject to modification or revocation proceedings.

63. To minimize pedestrian crossings at Westside Road, the winery production facility (west) parking lot shall remain closed to the general public. All guest parking shall be provided on the tasting room side (east) of the public road. (On-going Condition).

Mitigation Monitoring: Failure by the Permit Holder to keep the automated gate closed to the general public is considered a violation of the Use Permit conditions and subject to modification or revocation proceedings. (On-going Condition).

64. Parking of vehicles and/or trucks associated with this winery facility is not permitted along any public or private roadways, or shared vineyard roads.

Mitigation Monitoring: If the Permit and Resource Management Department receives complaints that vehicles and/or trucks associated with this winery facility are being parked along public roadways, PRMD staff would investigate the complaint and if the condition is violated the use permit may be subject to modification.

65. For the larger industry-wide events and agricultural promotional events of 100 guests or more, at least two parking attendants shall be on duty to direct traffic and guide the on-site parking of guest vehicles. Parking attendants shall remain on duty throughout the duration of the events.

Mitigation Monitoring: If the Permit and Resource Management Department receives complaints that parking attendants are not on duty during the larger industry-wide events and agricultural promotional events, PRMD staff would investigate the complaint and if the condition is violated the use permit may be subject to modification.

FIRE AND EMERGENCY SERVICES:

"The conditions below have been satisfied BY _____ DATE _____

66. As a condition of approval by Sonoma County Fire and Emergency Services and the Local Fire Protection District, this project is subject to the Sonoma County Fire Safety Ordinance (Sonoma County Code). All applications for development approvals must be approved by the Sonoma County Fire Marshal, and shall be accompanied when required by code; plans, engineering calculations, and other data necessary to determine compliance with the provisions of the codes, and shall be in compliance with the following conditions: (Ref. California Code of Regulations Title-14, Division 1.5,Chapter 7, Subchapter 2, Articles 1 – 5, when located in the State Responsibility Area (SRA), & Sonoma County Code Chapter 13, Article IV, Section 13-17 & Sonoma County Code Chapter 13.

67. Prior to any construction, or changes in use of existing building or facilities, applicable Fire Code construction permits required by Chapter 1, Division II of the California Fire Code as adopted and amended by Sonoma County Code shall be obtained from the Sonoma County Fire and Emergency Services Department.
    a. The applicant or owner shall demonstrate all existing use permit conditions are in compliance and recommend changes to address previously approved conditions set by the Fire Code Official.

68. Applicant shall provide evidence to Sonoma County Fire that the fire service features for buildings, structures and premises will comply with the California Fire Code as adopted and amended by Sonoma County Code. Including but not limited to: fire apparatus access roads; access to building openings and roofs; premises identification and road naming; gate access & key boxes; fire protection water supplies; and building features.
    a. Access roads: minimum emergency access is required to provide safe access for emergency fire equipment and civilian evacuation concurrently, and to allow unobstructed traffic circulation during a wildfire or other emergency.
    i. Newly constructed access roads from every building to a public street shall be all-weather hard-surfaced (suitable for use by fire apparatus) right-of-way of an approved width and shall extend to within 150 feet (45 720 mm) of all portions of the exterior walls of the first story of buildings as measured by an approved route around the exterior of the building or,
    ii. Buildings occupying greater than 62,000 sqft in total area on the same lot shall have additional fire apparatus access roads from two separate locations or as approved by the fire code official. See appendix D section D104 the exception is deleted by county amendment.
    iii. Buildings with a average height of greater than 30-0 feet shall meet aerial access per D105
    iv. Buildings meeting the requirements of D106 and D107 shall have additional access roads as approved by the fire code official.
    b. Premises Identification and Road Naming: Approved road names & signs, address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road shall be provided.
    c. Gates: Where gates or similar barriers are installed across access roads, an approved lock shall be installed as required by the fire code official.
    d. Water Supply: An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises.
    e. Building features: Fire sprinklers are required and fire alarm system is required.

69. Applicant shall provide evidence to Sonoma County Fire that applicable Fire Code Operational Permits required by Chapter 1, Division II of the California Fire Code as adopted and amended by Sonoma County Code will be obtained from Sonoma County Fire or the local fire code official.

70. Applicant shall provide a written "Fire Safety and Evacuation Plan" (as required by Section 403 and 404 of the California Fire Code) to Sonoma County Fire for approval. This includes but not limited to medial trained staff, fire watch, crowd managers. This plan shall be re-evaluated at any time when requested in writing by the fire code official.

    a. This shall be also provided for the special events larger than 100 persons.

71. Applicant shall provide evidence to Sonoma County Fire that there are enough parking spaces to support the proposed activity without compromising emergency access. A ratio of two persons per vehicle shall be used in making such calculations.

72. Applicant shall provide to Sonoma County Fire evidence of the type of winery cave that is on the facility – either Type-1, 2, or 3. Type 1 Winery Caves are not permitted for public access. Type-2 winery caves permit limited public access. Unless the winery cave is a Type 2 or 3 winery cave, it shall not be permitted to be used for any events.

    a. Wine caves may be required to be sprinklered and provide a fire alarm system

73. Prior to any business operation, applicant shall provide evidence to Sonoma County Fire that the prevention, control and mitigation of dangerous conditions related to storage, dispensing, use and handling of hazardous materials will be in accordance with Chapter 50 of the California Fire Code as adopted and amended by Sonoma County Code.

    a. Provide CUPA Exemption form
    b. Provide CERS ID Number
    c. Contact Hazmat CUPA Division for inspection clearance 707-565-1152

74. Due to the scope of this project a Fire Services Pre-Construction meeting is required at the applicant's cost with the local fire authority included.

PLANNING:

"The conditions below have been satisfied BY _____ DATE _____

75. This Use Permit is for a winery with a maximum annual production capacity of 60,000 cases with public tasting, participation in two industry-wide events days per year with a maximum of 300 people on site per event and 22 agricultural promotional events per year with includes 22 agricultural promotional events per year with a range of maximum guests (10 events with 30 guests, 5 events with 60 guests, 5 events with 120 guests, & 2 events with 300 guests). No weddings, receptions, or concerts are proposed.

    Event size on the west side is limited to a maximum of 30 guests, which equates to 12 vehicles using the standard ratio of 2.5 people per vehicle. Industry-wide events will not be held on this side of the project site. The agricultural promotional events on the west side will be business and marketing related technical tastings.

    The 22 authorized agricultural promotional events must promote and market agricultural products grown or processed in the County and be secondary and incidental to agricultural production. All event activities must be directly related to and promote agricultural products grown or processed on the property.

    Hours of operation:

- Winery operations: Monday through Friday, 7:00 a.m. to 6:00 p.m. Non-Harvest Season
  Monday through Friday, 6:00 a.m. to 10:00 p.m. Harvest Season

- Tasting Room hours: 10:00 a.m. to 5:00 p.m., 7 days a week
- Industry- Wide events: 11:00 a.m. to 5:00 p.m., two event days per year
- Agricultural Promotional Events: Varies. 11 a.m. to 3 p.m., 9 a.m. to 9 p.m., or 6 p.m. to 9 p.m. with all clean up completed by 10:00 p.m.

Any proposed modification, alteration, and/or expansion of the use authorized by this Use Permit shall require the prior review and approval of PRMD or the Board of Zoning Adjustments, as appropriate. Such changes may require a new or modified Use Permit and additional environmental review. The use shall be operated in accordance with the proposal statement and site plan (as amended by this application) located in File No. UPE14-0008.

76. This Use Permit (UPE14-0008) shall supersede all prior Use Permits, upon implementation or when all the pre-operational conditions have been met and this Use Permit is vested.

77. Prior to temporary or final occupancy on either the hop kiln or hop bale barn, the applicant shall submit a complete application and current processing fee for Level 1 zone change to add the HD Combining Zone and Landmarks designation on APN 110-240-031 (east side of Westside Road) prior to issuance of any grading or building permit on that parcel. (Adding the HD overlay zone may be processed as a part of the Comprehensive Planning Division's semi-annual package of zone changes required as conditions of approval.)

Mitigation Monitoring: PRMD shall not allow temporary or final occupancy on either the hop kiln or hop bale barn until the applicant has submitted a complete application and current processing fee for Level 1 zone change to add the HD Combining Zone and Landmarks designation on APN 110-240-031 and-032 (east side of Westside Road).

Noise:

78. NOTE ON GRADING, IMPROVEMENT, AND BUILDING PLANS:

Construction activities associated with this project shall be restricted as follows:

a. All internal combustion engines used during construction of this project will be operated with mufflers that meet the requirements of the State Resources Code, and, where applicable, the Vehicle Code. Equipment shall be properly maintained and turned off when not in use.

b. Except for actions taken to prevent an emergency, or to deal with an existing emergency, all construction activities shall be restricted to the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. and 7:00 p.m. on weekends and holidays. If work outside the times specified above becomes necessary, the applicant shall notify the PRMD Project Review Division as soon as practical.

c. There will be no starting up of machines nor equipment prior to 7:00 a.m, Monday through Friday or 9:00 am on weekends and holidays; no delivery of materials or equipment prior to 7:00 a.m nor past 7:00 p.m, Monday through Friday or prior to 9:00 a.m. nor past 7:00 p.m. on weekends and holidays and no servicing of equipment past 7:00 p.m., Monday through Friday, or weekends and holidays. A sign(s) shall be posted on the site regarding the allowable hours of construction, and including the developer's phone number for public contact.

d. Pile driving activities shall be limited to 7:30 a.m. to 7:00 p.m. weekdays only.

e. Construction maintenance, storage and staging areas for construction equipment shall avoid proximity to residential areas to the maximum extent practicable. Stationary construction equipment, such as compressors, mixers, etc., shall be placed away from residential areas and/or provided with acoustical shielding. Quiet construction equipment shall be used when possible.

f. The Permit Holder shall designate a Project Manager with authority to implement the mitigation prior to issuance of each building/grading permit. The Project Manager's phone number shall be conspicuously posted at the construction site. The Project Manager shall determine the cause of noise complaints (e.g. starting too early, faulty muffler, etc.) and shall take prompt action to correct the problem.

Mitigation Monitoring : PRMD staff shall ensure that the note listed above has been placed on all grading, building, and improvement plans prior to issuance of permits. Any noise complaints will be investigated by PRMD staff. If violations are found, PRMD shall seek voluntary compliance from the permit holder and thereafter may initiate an enforcement action and/or revocation or modification proceedings, as appropriate. (Ongoing)

Marketing Accommodations:

79. The two guest room marketing accommodations located on the upper floor of the reserve tasting room (hop bale barn) shall not be used for commercial purposes, including, but not limited to, transient occupancy, vacation rental, hosted vacation rental, or farm stay; and a form of monetary compensation shall not be accepted or exchanged. The marketing accommodations are limited to use by private guests of the winery operator or the winery owners.

Mitigation Monitoring: If the Permit and Resource Management Department receives a complaint that the marketing accommodations are being used for occupancy beyond private guests of the winery operator or the winery owners, PRMD staff shall investigate the complaint and if the condition is violated the Use Permit may be subject to modification or revocation.

Planning Fees:

80. This "At Cost" entitlement is not vested until all permit processing costs and development fees are paid in full. Additionally, no grading or building permits shall be issued until all permit processing costs and development fees are paid in full.

81. Construction of new or expanded non-residential development on each lot shall be subject to Workforce Housing Requirements pursuant to 26-89-045 of the Sonoma County Code.

PRIOR TO BUILDING/GRADING PERMIT PHASE

82. Building permits for the winery building and the tasting room conversions shall be filed simultaneously. The applicant expects the tasting room improvements to be completed sooner than the new construction of the winery building and wine cave. The winery building construction shall begin prior to final occupancy issuance of the tasting rooms building by Permit Sonoma to ensure full operation to ensure the project site does not convert to stand-alone tasting rooms.

83. Prior to building permit issuance for the tasting rooms, the property owners shall execute and record a Right-to-Farm declaration on a form provided by PRMD.

Design Review:

84. Prior to issuance of any grading permit for the winery or tasting room development project, a joint meeting shall be held by the Design Review Committee and Sonoma County Landmarks Commission to review and grant final approval on the site plan, building elevations, circulation, parking, landscaping, fencing, irrigation, signage, and exterior lighting plans to minimize any visual impact through design and landscaping improvements. The applicant shall comply with the recommendations listed on the joint DRC/Landmarks Commission Action Sheet, dated December 2, 2014, and any subsequent recommendations.

Mitigation Monitoring: The Permit and Resource Management Department shall not issue any grading, building, or other development permit until the required plans have been given final approval from the Design Review Committee and Sonoma County Landmarks Commission. PRMD shall not issue temporary or final occupancy for any related building permit until a site inspection of the project site has been conducted by the Project Planner to verify exterior building colors, landscape improvements, signage, and exterior lighting have been installed in accordance with approved plans.

85. Prior to issuance of building permits for the winery and/or tasting room buildings, an exterior lighting plan shall be submitted to the Design Review Committee and Sonoma County Landmarks Commission for a joint-committee review and approval. Exterior lighting is required to be fully shielded from off-site views, and directed downward to prevent "wash out" onto adjacent properties or the night sky. Generally, fixtures should accept sodium vapor lamps and not be located at the periphery of the property. Flood lights are not allowed. The lighting shall be installed in accordance with the approved lighting plan during the construction phase.

Mitigation Monitoring: The Permit and Resource Management Department shall not issue building permits for the winery and/or tasting room buildings until an exterior lighting plan has been reviewed and approved by the Design Review Committee and Sonoma County Landmarks Commission in a joint-committee review, consistent with the above mitigation measures and County standards. The Permit and Resource Management Department shall not sign off temporary or final occupancy on any related Building Permit for the winery or tasting room buildings until a site inspection of the property has been conducted that indicates all lighting improvements have been installed according to the approved plans and conditions. If light and glare complaints are received, the Permit and Resource Management Department shall conduct a site inspection and, if warranted, require that the property be brought into compliance or initiate procedures to revoke the permit.

With implementation of the foregoing mitigation, potential impacts due to new sources of exterior lighting and glare would be reduced to a level of insignificance.

86. Additional measures for lighting impacts include: Lighting plans shall be designed to meet the Lighting Zone (LZ2 for rural) standards from Title 24 effective October 2005.

87. All exterior fixtures shall be limited to lamps (light bulbs not exceeding 100 watts.

88. The project site is subject to the VOH district requirements to mitigate for removal of any Valley Oak tree under Section 26-67-030 of the Zoning Code. Any removal of any large valley oak, or any small valley oaks having a cumulative diameter at breast height greater than sixty inches (60″), on any property within the VOH district, the Permit Holder shall mitigate the resulting valley oak loss by one of the following measures:

(1) retaining other valley oaks on the subject property,
(2) planting replacement valley oaks on the subject property or on another site in the county having the geographic, soil, and other conditions necessary to sustain a viable population of valley oaks,
(3) a combination of measures (1) and (2), or
(4) payment of an in-lieu fee, which shall be used exclusively for valley oak planting programs in the county.

The Permit Holder has the sole discretion under the VOH district criteria to determine which mitigation measure to use to mitigate the valley oak loss. The requirements for each mitigation measure are specified in the Table under Section 26-67-030 of the Zoning Code. Prior to occupancy of the winery or tasting room building whichever is first, the mitigation measure shall be implemented.

Mitigation Monitoring: Prior to issuance of any grading or building permits, or prior to final design review before a joint meeting with the Design Review Committee/Sonoma County Landmarks Commission, an appropriate form of mitigation set forth in the Table under Section 26-67-030 of the Zoning Code shall be incorporated into the project and the projects' final landscape plan. Prior to final occupancy on the winery or tasting room buildings whichever is first, the mitigation measure shall be implemented.

89. NOTE ON GRADING PLANS**:** "In the areas of project development, construction fencing shall be installed under the drip-line of all trees that will be retained. Construction fencing shall be placed to ensure that no construction equipment, fill, staging or storage will impact the root zone of these oaks. An arborist shall inspect the location of the construction fencing to insure the root zones of the trees to remain are protected."

Mitigation Monitoring**:** PRMD shall ensure the note has been placed on all grading plans. Also prior to any grading activities the Permit Holder shall submit to the Project Planner evidence through photographs and an arborist letter that construction fencing has been installed prior to issuance of any related grading or building permits for the project.

90. Native trees to be removed greater than 6" DBH should be replaced by planting same species Plantings of native oaks on site at a ratio of 5 to 1 should be installed within the project landscape plan. It is recommended that new landscape plantings utilize as many native species as possible (shrubs and trees).

Mitigation Monitoring: PRMD shall require any planting of any replacement native oaks trees is done prior to issuance of final occupancy of the winery and tasting room buildings for the project.

91. NOTES ON GRADING, IMPROVEMENT, AND BUILDING PERMIT PLANS:

"The following cultural resource protection measures shall be included in the project:

1. All employees or others on the project site/job site shall be told that no artifacts are to be removed from the area except through authorized procedures. In this usage "artifacts" means any item over fifty (50) years of age. As a general rule artifacts greater than 100 years of age should be considered important unless a specific evaluation determines otherwise.
2. If archaeological or paleontological resources are found, all earthwork in the vicinity of the find shall cease, and PRMD staff shall be notified so that the find can be evaluated by a qualified archaeologist. When contacted, a member of PRMD Project Review staff and project archaeologist shall visit the site to determine the extent of the resource and to develop proper mitigation measures required for the discovery. No further grading in the vicinity of the find shall commence until a mitigation plan is approved and completed subject to the review and approval of the archaeologist and Project Review staff.
3. All employees or others on the job site shall be educated and informed that no artifacts are to be removed from the area except through authorized procedures. It should be made clear to all individuals and companies associated with any project that any artifacts found in the course of work are the property of the Agency. It is not up to the contractor to determine what the agency considers important.

4. Any artifacts that are found on or near the project area are to be turned over to, or brought to the attention of, the inspector, project manager, or the discoverer's immediate supervisor.

5. Whenever any artifact is found or reported, a tag should be included that indicates the following: (A) the identity of the finder and the date of discovery; (B) the identity of the inspector or other responsible individual to whom the artifact is given; (C) a description of the location where the artifact was found, such as the approximate distance and direction to the nearest measured point, identification of a point on the building plans, or other reliable, accurate method; and (D) a description of the artifact that will allow it to be identified if the tag and artifact are separated.

6. The inspector shall carry a small supply of plastic baggies and 3x5 cards for documentation of artifacts. The artifact, if portable, should be transported to a safe location where it can be kept until it can be inspected by an archaeologist. "

Mitigation Monitoring: PRMD staff shall ensure that the notes listed above has been placed on all grading, building, and improvement plans prior to issuance of permits. The Permit Holder shall ensure the above protection measures are implemented during ground disturbing activities and project construction. If violations occur, PRMD shall seek voluntary compliance from the Permit Holder and thereafter may initiate an enforcement action and/or Use Permit revocation or modification proceedings, as appropriate. (Ongoing).

92. The Permit-Holder shall be responsible to ensure:

a. There shall be a qualified archaeological monitor and/or tribal monitor present during all initial ground- disturbing activities into native soils on the project. The tribal monitor shall be, but not limited to, a representative(s) of the Lytton Rancheria. The qualified archaeological monitor and/or tribal monitor shall have the authority to stop and redirect grading activities to evaluate any tribal cultural resources discovered on the property. Such evaluation shall be done in consultation with the appropriate tribe. However, if the archaeologist and tribal monitor determine, based on their knowledge and experience, that there is no further need for monitoring, the monitoring may cease.

b. All building and/or grading permits shall have the following note printed on plan sheets:

"In the event that archaeological resources such as pottery, arrowheads, midden or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work shall be halted in the vicinity of the find and County PRMD project Review staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. PRMD staff may consult and/or notify the appropriate tribal representative from tribes known to PRMD to have interests in the area. Artifacts associated with prehistoric sites include humanly modified stone, shell, bone or other cultural materials such as charcoal, ash and burned rock indicative of food procurement or processing activities. Prehistoric domestic resources include hearths, firepits, or house floor depressions whereas typical mortuary resources are represented by human skeletal remains. Historic artifacts potentially include all byproducts of human land use greater than 50 years of age including trash pits older than 50 years of age. When contacted, a member of PRMD project Review staff and the archaeologist shall visit the site to determine the extent of the resources and to develop and coordinate proper protection/mitigation measures required for the discovery. PRMD may refer the mitigation/protection plan to designated tribal representatives for review and comment. No work shall commence until a protection/mitigation plan is reviewed and approved by PRMD project Review staff. Mitigations may include avoidance, removal, preservation and/or recordation in accordance with California law. Archeological evaluation and mitigation shall be at the applicant's sole expense.

If human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and PRMD staff, County Coroner and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native

American, the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" can be designated and the appropriate provisions of the California Government Code and California Public Resources Code will be followed."

Mitigation Monitoring: Prior to any ground disturbing or grading activities, the Permit Holder shall be responsible for ensuring a qualified archaeological monitoring and/or tribal monitor is present during all initial ground-disturbing activities into native soils on the project. The PRMD shall not issue any grading or building permit until staff has determined the above note has been placed on the plans. In the event that archaeological resources, tribal cultural resources, or cultural resources are discovered, such as pottery, arrowheads, midden, or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work shall be halted in the vicinity of the find and County PRMD project Review staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. Failure by the Permit-Holder to comply with these requirements shall be considered a violation of the Use Permit and may result in the modification or revocation proceedings of the said Use Permit.

93. The installation of adequate bicycle racks near the entrance to the proposed public tasting room. Please reference the bicycle parking standards provided on pages 19 and 20 of the 2010 Sonoma County Bicycle and Pedestrian Plan, which can be found via the following link; http://www.sonoma-county.org/prmd/docs/misc/bikeplandraft.pdf. Additional bicycle parking guidelines are also provided by the Association of Pedestrian and Bicycle Professionals (APBP), which can be found online at the following website; http://www.apbp.org/resource/resmgr/publications/bicycle_parking_guidelines.pdf. Please note that the SCBPAC recommends the installation of inverted-U style bicycle racks.

Construction Phase:

94. NOTE ON ALL GRADING, BUILDING, AND IMPROVEMENT PLANS:

"The Permit Holder shall be responsible for controlling dust and debris during all construction phases. Consistent with BAAQMD guidance, the following measures shall be implemented by the permit holder on the project site during the construction period:

a. Water all active construction areas at least twice daily

b. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.

c. Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites.

d. Sweep daily (preferably with water sweepers) all paved access roads, parking areas and staging areas at construction sites.

e. Hydro-seed or apply (non-toxic) soil stabilizers to inactive construction areas.

f. Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles dirt, sand, etc.

g. Limit traffic speeds on unpaved access roads to 15 mph.

h. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.

i. Replant vegetation and ground cover in disturbed areas as quickly as possible. The Permit Holder shall be responsible for controlling dust and debris during all construction phases."

Mitigation Monitoring: If dust complaints are received, PRMD staff shall conduct an on-site investigation. If it's determined by PRMD staff that complaints are warranted, the Permit Holder shall implement greater or additional dust control measures as determined by PRMD or PRMD may issue a stop work order.

95. Prior to issuance of final occupancy on any related building permit, landscape planting and irrigation shall be installed in accordance with the plans approved by the Design Review Committee and Sonoma County Landmarks Commission. A site inspection by the Project Planner is required and a letter from the Landscape Architect or Contractor must be submitted verifying landscape and irrigation installation is in accordance with approved plans.

Mitigation Monitoring: The Permit and Resource Management Department shall not issue final occupancy on any building related permit until it has been verified by a site inspection by the Project Planner and a letter from the Landscape Architect or Contractor that landscaping and irrigation have been installed in accordance with approved plans.

With the implementation of these mitigation measures, the project effect on scenic vistas and scenic resources would be reduced to a less than significant impact. (Also see item 1.d, below, regarding mitigation for night lighting.)

96. NOTE ON ALL GRADING, BUILDING, AND IMPROVEMENT PLANS**:** "To avoid or minimize potential impacts to passerines and raptors that may potentially nest in the trees**,** the following requirements shall be implemented during all stages of project development and construction:

1. Grading or removal of nesting trees should be conducted outside the nesting seasons, which occurs between approximately February 15 and August 15.
2. If grading between August 15 and February 15 is infeasible and groundbreaking must occur within the nesting season, a pre-construction nesting bird (both passerine and raptor) survey of the grasslands and adjacent trees shall be performed by a qualified biologist within 7 days of ground breaking. If no nesting birds are observed no further action is required and grading shall occur within one week of the survey to prevent "take" of individual birds that could begin nesting after the survey.
3. If active bird nests (either passerine and/or raptor) are observed during the pre-construction survey, a disturbance free buffer zone shall be established around the nest trees until the young have fledged, as determined by a qualified biologist.
4. The radius of the required buffer zone can vary depending on species, (i.e., 75-100 feet for passerines and 200-300 feet for raptors), with the dimensions of any required buffer zones to be determined by a qualified biologist in consultation with CDFW.
5. To delineate the buffer zones around a nesting tree, orange construction fencing shall be placed at the specified radius from the base of the tree within which no machinery or workers shall intrude.
6. After protective construction fencing is in place around the buffer zones, there will be no restrictions on grading or construction activities outside the prescribed buffer zones."

Mitigation Monitoring: PRMD staff shall ensure that the above mitigation measures are listed on all grading, building and improvement plans, prior to issuance of grading or building permits. Failure by the applicant to comply with the above requirements may result in a revocation or modification of the Use Permit.

97. NOTE ON ALL GRADING, BUILDING, AND IMPROVEMENT PLANS**:** "To prevent direct mortality of bats that may roost in tree cavities, crevices, exfoliating bark, or foliage of the trees identified on the site, the following requirements shall be implemented during all stages of project development and construction:

1. Potential habitat trees shall be removed only between approximately March 1 or when evening temperatures are above 45° F and rainfall less than ½ " in 24 hours occurs, and April 15, prior to parturition of pups. The next acceptable period is after pups become self-sufficient (September 1 through October 15), or prior to evening temperatures dropping below 45°F and onset of rainfall greater than ½" in 24 hours.

2. Tree removal shall be conducted using a two-stage process over two consecutive days. With this method, small branches and small limbs containing no cavity or crevice or exfoliating bark habitat on habitat trees, as identified by a qualified bat biologist are removed first on day 1, using chainsaws only (no dozers, backhoes, etc.). The following day (Day 2), the remainder of the tree is to be removed. The disturbance caused by chainsaw noise and vibrations, coupled with physical alteration, has the effect of causing colonial bat species to abandon the roost tree after nightly emergence for foraging. Removing the tree the next day prevents re-habitation and re-occupation of the altered tree.

3. Trees containing suitable potential habitat must be trimmed with chainsaws on Day 1 under initial field supervision by a qualified bat expert to ensure that the tree cutters fully understand the process, and avoid incorrectly cutting potential habitat features or trees. After tree cutters have received sufficient instruction.

4. All other vegetation other than trees within the Limit of Work should be removed prior to tree removal, according to the dates provided above. If vegetation must be removed outside those dates, a 50-ft buffer around each habitat tree should be observed to reduce likelihood of abandonment of the roost and young.

5. If non-habitat trees must be removed outside seasonal periods of bat activity as described above, a 50-ft. buffer around each habitat tree shall be observed to reduce likelihood of abandonment of the roost and young.

6. In order to minimize potential take of solitary bats, tree removal should begin with small trees and vegetation on the site, followed by smaller trees in each location where trees are to be removed. Only chainsaws should be used, to create a noise disturbance that will be sufficient to cause roosting individual to abandon the site.

   Mitigation Monitoring**:** PRMD staff shall ensure that the above mitigation measures are listed on all grading, building and improvement plans, prior to issuance of grading or building permits. Failure by the applicant to comply with the above requirements may result in a revocation or modification of the Use Permit.

98. NOTE ON ALL GRADING, BUILDING, AND IMPROVEMENT PLANS**: "**To prevent direct mortality of bats that may roost in structures on the site, the following requirements shall be implemented during all stages of project development and construction:

A. Large Barn: Under direct supervision of a qualified bat biologist, and only during "seasonal periods of bat activity", conduct partial dismantling of portions of the exterior siding and roofing materials to increase light and airflow into structure, causing bats to abandon the structure of their own volition. All walls will require some removal of siding material to accomplish this, but the upper loft will also require supplemental lights aimed up from the floor directly beneath the hop cars to cause bats to abandon the roost crevices.

"Seasonal periods of bat activity" are identified as:

1. Between March 1 (or when heavy rains [greater than ½" in 24 hrs.] cease and/or evening temperatures remain above 45F) and April 15 (after which time females will begin to give birth to pups.

2. Between September 1 (after all pups are self-sufficient) and approximately October 15 (or before heavy rains [greater than ½" in 24 hrs.] begin and/or evening temperatures fall below 45F)

B. South Hop Barn: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity, conduct partial dismantling of portions of exterior siding and roofing materials to increase light and airflow into structure, causing bats to abandon the structure of their own volition. All walls will require some removal of siding material to accomplish this. Refer to mitigation above to identify the seasonal periods of bat activity.

C. North Hop Barn: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity, conduct partial dismantling of portions of exterior siding and roofing material to increase light and airflow into the structure, causing bats to abandon the structure of their own volition. All walls will require some removal of siding material to accomplish this. Refer to mitigation above to identify the seasonal periods of bat activity.

D. Residence: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity, conduct partial dismantling of portions of exterior siding and roofing materials to increase light and airflow into the structure, causing the bats to abandon the structure of their own volition. All walls and portions of the soffit boards will require some removal of material to accomplish this. Refer to mitigation above to identify the seasonal periods of bat activity.

E. Chicken Shed: No further actions are required to prevent the use by bats or take of roosting bats.

F. Pump/Storage Barn: To reduce the likelihood of this building being used by bats abandoning the larger structures, all doors should be left open during the day and night hours. No further actions are required."

Mitigation Monitoring **:** PRMD staff shall ensure that the measures are listed on all grading, building and improvement plans, prior to issuance of grading or building permits. Failure by the applicant to comply with the above requirements may result in a revocation or modification of the Use Permit.

99. To protect the potential presence of the western pond turtle and its habitat, the following terms are recommended:

a. Establish and maintain a minimum 50-foot wide setback around the reservoir prior to any ground disturbing activities or project construction. Except for the exclusions stated herein, no activities shall occur within the setback area. Excluded from the setback area required by this term are any features, and access to such features, that are currently in existence and are delineated on the proposed development map. Features are defined as including but not limited to: cropland and planted landscape areas, roads and roadways, bridges, equipment and material storage areas, buildings, structures, fences, wells, pipes, drainage facilities, utility lines and poles, pumps, sumps, and water diversion and storage facilities. Planting and irrigation of riparian vegetation within the setback area is allowed;

b. A qualified biologist shall conduct a pre-construction survey for western pond turtle, in those areas not already paved or graveled. If pond turtle is observed in the proposed construction area, the biologist shall notify CDFW and provide a relocation plan for the individual.

c. In the future, prior to dredging the reservoir, a plan should be created to avoid disturbing the emergent (wetland) vegetation around the reservoir during dredging operations. Approval of any dredging operations should be obtained from the California Department of Fish and Wildlife; a. Establish and maintain a minimum 50-foot wide setback around the reservoir.

Mitigation Monitoring**:** Prior to issuance of any grading permit or any ground disturbing activities, the Permit Holder shall be responsible for establishing a 50-foot wide setback from the existing reservoir. Under the guidance of a qualified biologist, Wildlife Exclusion Fencing (WEF) shall be installed at the edge of the 50-foot setback line and shall remain in place throughout the duration of the project and while construction activities are ongoing. Upon project completion the WEF can be completely removed and the areas returned to original condition or better.

100. A total of 21 trees are proposed for removal as part of the project development, they include: 6 coast live oak trees, 5 valley oaks, 4 cottonwoods and one redwood, all of which are native trees. Prior to final design review before a joint meeting with the Design Review Committee/Sonoma County Landmarks Commission and prior to PRMD issuance of any grading or building permit, a certified arborist shall submit a final tree survey and inventory to the Project Planner. The arborist shall provide the replacement value of the trees to be removed and the protection measures during construction activities for the remaining trees. A final landscape plan shall be based on the findings of the arborist report address the replacement of any native specimens.

Mitigation Monitoring: Prior to final design review before a joint meeting with the Design Review Committee/Sonoma County Landmarks Commission and prior to issuance of any grading or building permits, the Project Planner shall review the arborist report and shall review the final design plans to ensure that the replacement trees are incorporated into the final landscape plan.

101. The project site is subject to the VOH district requirements to mitigate for removal of any Valley Oak tree under Section 26-67-030 of the Zoning Code. Any removal of any large valley oak, or any small valley oaks having a cumulative diameter at breast height greater than sixty inches (60″), on any property within the VOH district, the Permit Holder shall mitigate the resulting valley oak loss by one of the following measures:

(1) retaining other valley oaks on the subject property,

(2) planting replacement valley oaks on the subject property or on another site in the county having the geographic, soil, and other conditions necessary to sustain a viable population of valley oaks,

(3) a combination of measures (1) and (2), or

(4) payment of an in-lieu fee, which shall be used exclusively for valley oak planting programs in the county.

The Permit Holder has the sole discretion under the VOH district criteria to determine which mitigation measure to use to mitigate the valley oak loss. The requirements for each mitigation measure are specified in the Table under Section 26-67-030 of the Zoning Code. Prior to occupancy of the winery or tasting room building whichever is first, the mitigation measure shall be implemented.

102. The following dust control measures will be included in the project:

a. Water or dust palliative shall be sprayed on unpaved construction and staging areas during construction as directed by the County.

b. Trucks hauling soil, sand and other loose materials over public roads will cover the loads, or will keep the loads at least two feet below the level of the sides of the container, or will wet the load sufficiently to prevent dust emissions.

c. Paved roads will be swept as needed to remove soil that has been carried onto them from the project site.

d. Water or other dust palliative will be applied to stockpiles of soil as needed to control dust.

PRMD staff shall ensure that the measures are listed on all site alteration, grading, building or improvement plans, prior to issuance of grading or building permits.

103. The applicant shall include these Conditions of Approval on separate sheets of plan sets to be submitted for building and grading permit applications.

104. All grading and development on site shall be done in compliance with the County Tree Protection Ordinance, including protection of trees during construction with a chain link fence at the drip-line, and replacement of damaged or removed trees. The project's grading and landscape plans shall detail all tree protection implementation measures.

PRMD shall not sign off the grading or building permit for issuance until the project grading and landscape construction documents clearly show all tree protection measures (as required in the County Tree Protection Ordinance). PRMD shall not sign off the grading or building permit for occupancy until a site inspection has been conducted, and the applicant has provided written verification from the project's landscape architect or contractor, that the tree protection measures were complied with.

105. All building and/or grading permits shall have the following note printed on plan sheets:
''In the event that archaeological resources such as pottery, arrowheads, midden or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work shall be halted in the vicinity of the find and County PRMD - Project Review staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. PRMD staff may consult and/or notify the appropriate tribal representative from tribes known to PRMD to have interests in the area. Artifacts associated with prehistoric sites include humanly modified stone, shell, bone or other cultural materials such as charcoal, ash and burned rock indicative of food procurement or processing activities. Prehistoric domestic resources include hearths, firepits, or house floor depressions whereas typical mortuary resources are represented by human skeletal remains. Historic artifacts potentially include all by-products of human land use greater than fifty (50) years of age including trash pits older than fifty (50) years of age. When contacted, a member of PRMD Project Review staff and the archaeologist shall visit the site to determine the extent of the resources and to develop and coordinate proper protection/mitigation measures required for the discovery. PRMD may refer the mitigation/protection plan to designated tribal representatives for review and comment. No work shall commence until a protection/mitigation plan is reviewed and approved by PRMD - Project Review staff. Mitigations may include avoidance, removal, preservation and/or recordation in accordance with California law. Archeological evaluation and mitigation shall be at the applicant's sole expense.

''If human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and PRMD staff, County Coroner and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American, the Native American Heritage Commission must be contacted by the Coroner so that a ''Most Likely Descendant'' can be designated and the appropriate provisions of the California Government Code and California Public Resources Code will be followed.''

Building/grading permits shall not be approved for issuance by Project Review staff until the above notes are printed on the building, grading and improvement plans.

106. A Water Conservation Plan shall be submitted for all buildings and landscaping prior to building permit issuance, subject to PRMD review and approval. The Water Conservation Plan shall include all reasonably feasible measures to reduce water demand to the maximum extent feasible and enhance water resource recovery to maintain sustainable water supplies. Measures that must be evaluated include: installation of low-flow fixtures, best available conservation technologies for all water uses, rainwater and stormwater collection systems and graywater reuse. Landscaping plans must comply with the County Water Efficient Landscape Ordinance. Prior to Building Permit Issuance a Landscape Permit application shall be submitted for all new and rehabilitated landscapes, as required by the Water Efficient Landscape Regulations (Chapter 7D3 of the Sonoma County Building Code). Verification from a qualified irrigation specialist that landscaping plan complies with the County Ordinance shall be provided prior to building permit issuance. The measures in the plan shall be implemented by the applicant and verified by PRMD staff prior to Certificate of Occupancy or operation of the use.

107. Prior to final or temporary occupancy on the winery or tasting room buildings, the Permit Holder shall submit for approval to the Project Planner at PRMD a Traffic and Parking Management Plan prepared by a qualified traffic engineer. In order to provide orderly and efficient movement of vehicles entering the site and to minimize traffic impacts on the public road the Traffic and Parking Management Plan shall include; but not limited to, on-site traffic control measures for all events that exceed 125 guests. Traffic control shall be located off of the public road.

Mitigation Monitoring: The Permit and Resource Management Department shall not issue temporary or final occupancy on any building permit for the winery or tasting room buildings until the any grading permit until a Traffic and Parking Management Plan has been submitted and approved by the Project Planner at PRMD.

USE PERMIT OPERATIONAL REQUIREMENTS

108. If pomace is to be disposed of, it shall be disposed of in a manner that does not create a discharge to surface water, or create nuisance odor conditions, or attract nuisance insects or animals, according to the following priority:

1. Pomace shall be composted and land applied, or land applied and disced into the soil on vineyards or agricultural land owned or controlled by the applicant.

2. Pomace shall be sold, traded or donated to willing soil amendment or composting companies that prepare organic material for use in land application.

3. Pomace shall be transported to any County's composting facility in a fashion that allows the pomace to be used by the County's composting program.

Pomace shall not be disposed of into the County solid waste landfill by direct burial, except where all possibilities to dispose according to priorities 1 through 3 above have been exhausted. In all cases, care shall be taken to prevent contamination of pomace by petroleum products, heavy metals, pesticides or any other material that renders pomace unsuitable for composting with subsequent land application. Land application, placement of pomace into a composting facility or disposal shall occur within two weeks of the end of wine grape crush.

Mitigation Monitoring: If the Permit and Resource Management Department receives complaints regarding objectionable odors from pomace stockpiling and/or disposal, PRMD staff would investigate the complaint and if the condition is violated the use permit may be subject to modification. With implementation of the foregoing standard condition, project impacts associated with the creation of objectionable odors would be less than significant.

109. The Permit-Holder prior to scheduling any large agricultural promotional events of 100 guests or more on the project site shall coordinate events with the two adjacent winery operators within one-half mile to off-set event days and/or event times, with the exception of the two industry wide event days because these days are set by the Russian River Valley Grape Growers Association. Furthermore, the Permit Holder shall not hold larger agricultural promotional events of 100 guests or more when there is a large bike event sponsored by a bona-fide organization or group (on going).

Mitigation Monitoring: Failure by the Permit Holder to coordinate the larger agricultural promotional events of 100 guests or more on the project site with the two adjacent winery operators within one-half mile or holding a larger agricultural promotional event of 100 guests or more during a large bike event ,as specified above, shall be considered a violation of the Use Permit conditions and subject to modification or revocation proceedings.

110. This permit shall be subject to revocation or modification by the Board of Zoning Adjustments if: (a) the Board finds that there has been noncompliance with any of the conditions or (b) the Board finds that the use for which this permit is hereby granted constitutes a nuisance. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to Section 26-92-120 and 26-92-140 of the Sonoma County Code.

111. This use shall be constructed, maintained, and operated in conformance with all applicable county, state, and federal statutes, ordinances, rules, and regulations. A violation of any applicable statute, ordinance, rule or regulation shall be a violation of the Use Permit, subject to revocation or modification.

112. One-Year Review. A review of event activities under this Use Permit shall be undertaken by the director one year after commencement of the first event to determine compliance with the Conditions of Approval applicable to agricultural promotional events. The director shall give notice of this Use Permit review to all owners of real property within three hundred feet (300′) of the subject site plus any additional property owners who have previously requested notice. The director shall allow at least ten (10) days for comment. If the director determines that there is credible evidence of non-compliance with the Conditions of Approval applicable to events or that event activities constitute a public nuisance, the director shall refer the matter to the Board of Zoning Adjustments for possible revocation or modification of the Use Permit with regard to events. Any such revocation or modification shall be preceded by a public hearing noticed and heard in compliance with the Zoning Code. This Use Permit review shall not include any other aspect of the original Use Permit approval, unless other Conditions of Approval have not been met, violations have occurred, or the use constitutes a public nuisance.

113. The days and hours for special events shall be subject to review and approval by a Special Events Coordinator or similar program established by the County or at the County's direction.

The applicant shall submit to the County an annual request and schedule for special events for each calendar year including the maximum number of participants, times and dates. The applicant shall contribute, on an annual basis, a fair share towards the cost of establishing and maintaining the program. The program should consider the fairness for long established uses and establish reasonable costs for managing the program.

114. Annual Report. After commencement of event activities, the owner/operator shall submit a report each year to PRMD by January 15th describing the number of agricultural promotional events that occurred during the previous year, the day, date, time, and duration of each event, the number of persons attending each event, the purpose of each event, and any other information required by the director. The annual report shall also include the proposed events for the coming year.

115. Customer and Site Visitor Management. The operator of the establishment shall take all reasonable steps, including contacting law enforcement in a timely manner, to prevent customers

or other persons from engaging in objectionable activities on the premises, parking areas under the control of the operator, and other public or quasi-public areas within site of the premises during business hours.

116. Staff Training. Within 90 days from issuance of a Certificate of Occupancy or if no building permit is required, within 90 days of issuance of the Use Permit, all owners, managers, and employees selling alcoholic beverages at the establishment shall complete a certified training program in responsible methods and skills for selling alcoholic beverages. The certified program shall meet the standards of the California Department of Alcoholic Beverage Control or other certifying/licensing body, which the State may designate. New owners, managers, and employees shall complete the training course within 30 days of the date or ownership or employment and every third year thereafter. Records of successful completion for each owner, manager, and employee shall be maintained on the premises and presented upon request by a representative of the County.

117. Food Service Condition:

A restaurant, café, delicatessen or any other food service offering cooked-to-order food is prohibited. Table service, retail sales of cooked or prepared food or menu items are prohibited in the tasting room, except within the reserve tasting room for food and wine pairings as noted below. The following types of food service are allowed under this permit:

a. Samples or tastes of pre-packaged food, such as crackers, nuts or other palette cleansers, featuring local foods and food products offered in conjunction with wine tasting.

b. Prepared meals or appetizers featuring local foods and food products offered in conjunction with agricultural promotional events, such as wine club parties, and winemaker dinners, and with food and wine pairings as limited below. Such meals/appetizers may be prepared in a food preparation area prior to serving as described on the approved project floor plan. The preparation area can include counter space, a double sink, microwave oven(s), warming oven(s), refrigeration, a stove or range, and an exhaust hood.

c. Retail sales of pre-packaged food not associated with the activities described in a) and b) are allowed in conjunction with wine tasting subject to the following limitations:

    i) Retail sales of pre-packaged food featuring local foods and food products shall be permitted only during tasting room hours as approved by this Use Permit.

    ii) Retail sales of pre-packaged food available for on-site consumption only.

    iii) No indoor seating area or table service is permitted in conjunction with retail sales of pre-packaged food. Outdoor seating areas are permitted for use as outdoor picnic areas.

    iv) No off-site signs advertising retail sales of pre-packaged food is permitted. All project signage shall conform to the Zoning Code Sign Regulations.

Food and Wine Pairing:

Seating in the reserve tasting room shall be limited to15 seats and no more than 15 persons.

Food and wine pairings shall be selected by the winery with no menu options allowed.

Such pairing shall be limited to small appetizer-like portions, are limited to no more than four days per week and no more than twice per day at specified times (11:00 a.m. and 2:00 p.m.) avoiding

the lunch hour and shall not be open to drop in guests.

118. Any proposed modification, alteration, and/or expansion of the use authorized by this Use Permit shall require the prior review and approval of PRMD or the Board of Zoning Adjustments, as appropriate. Such changes may require a new or modified Use Permit and additional environmental review.

119. The Director of PRMD is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to PRMD demonstrating that the conditions is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. PRMD shall consult with affected departments and agencies and may require an application for modification of the approved permit. Changes to conditions that may be authorized by PRMD are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from PRMD, and shall not affect the original permit approval date or the term for expiration of the permit.

The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.

Reset Form

Planning Application

PJR-001

File#: UPE 14-0008

Type of Application:

- ☐ Admin Cert. Compliance
- ☐ Ag./Timber Preserve/Contract
- ☐ Cert. of Compliance
- ☐ Cert. of Modification
- ☐ Coastal Permit
- ☐ Design Review Admin.
- ☐ Design Review Comm./Ind.
- ☐ Design Review Residential
- ☐ Design Review Signs
- ☐ General Plan Amendment
- ☐ Lot Line Adjustment
- ☐ Major Subdivision
- ☐ Minor Subdivision
- ☐ Mobile Home Zoning Permit
- ☐ Ordinance Interpretation
- ☐ Second Unit Permit
- ☐ Specific/Area Plan Amendment
- ☑ Use Permit
- ☐ Variance
- ☐ Zone Change
- ☐ Other:

Applicant (Contact Person):

David Ramey
Name
P. O. Box 788
Mailing Address
Healdsburg CA 95448
City/Town State Zip
707-433-0870, ext. 1101 707-433-6311
Phone Fax
David@RameyWine.com
email
David Ramey Dec. 20, 2013
Signature Date

Owner, if other than Applicant:

[redacted] Ramey Vineyards LLC
Name
P. O. Box 788
Mailing Address
Healdsburg CA 95448
City/Town State Zip
707-433-0870, ext. 2107 707-433-0871
Phone Fax
Carla@RameyWine.com
email
[signature] 1/17/14
Signature Date

Other Persons to be Notified: (Specify: Other Owner(s), Agent, Lender, Architect, Engineer, Surveyor)

David Brown	Andy Bannister	Olle Lundberg
Name	Name	Name
Adobe Associates, 1220 N. Dutton Ave.	Earthtone Construction, 6932 Sebastopol Ave., Suite A	Lundberg Design, 2620 Third Street
Mailing Address	Mailing Address	Mailing Address
Santa Rosa CA 95401	Sebastopol CA 95472	San Francisco CA 94107
City/Town State Zip	City/Town State Zip	City/Town State Zip
Principle Engineer	President	Principle Architect
Title	Title	Title
707-541-2300 707-541-2301	707-823-6118 707-824-5608	415-695-0110, ext. 17 415-695-0379
Phone Fax	Phone Fax	Phone Fax
DBrown@adobeinc.com	andy@earthtoneconstruction.com	olle@lundbergdesign.com
email	email	email

Project Information:

7097 Westside Road — Healdsburg, CA 95448
Address(es) — City/Town
110-240-031-[redacted] 110-240-032-[redacted] 110-240-040-[redacted] — 75
Assessor's Parcel Number(s) — Acreage

Project Description: Winery with caves, public tasting room and private events barn (see attached project description).
(Please attach additional sheet(s) if needed)

Site Served by Public Water? ☐ Yes ☑ No Site Served by Public Sewer? ☐ Yes ☑ No Number of new lots proposed None

---------- DO NOT WRITE BELOW THIS LINE - To Be Completed by PRMD Staff ----------

Planning Area: 3 and 4 Supervisorial District: 4 and 5 Current Zoning: LIA-B6-60 and on different lots SR-BR-F1-F2-VOH overlay zones General Plan Land Use: LIA 60

Specific Plan: None S.P. Land Use: [redacted] Needs CEQA Review? ☐ yes ☐ no

Commercial/Industrial Uses: (Enter numbers where applicable)

Bldg. sq. ft. Existing: _____ Proposed: _____ Existing Employees: _____ New Employees: _____

New Manufactured Homes: _____ New Units For Sale: _____ New Units For Rent: _____ Density Bonus Units: _____

Violation? ☐ yes ☒ no; Application resolve planning violation? ☐ yes ☑ no; Penalty applicable? ☐ yes ☒ no; Civil Penalty Factor _____

Previous Files: LLA 04-0088

Application accepted by _____ Date _____

Type 1 Williamson Act Contract on all 3 lots

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue ❖ Santa Rosa, CA ❖ 95403-2829 ❖ (707) 565-1900 ❖ Fax (707) 565-1103

EXHIBIT B

Supplemental Application Information

Existing use of property: Vineyard; single-family residence.

Acreage: 75

Existing structures on property: Single family residence; hop kiln; baling barn; two non-residential cottages; barn; pole barn; pump house; construction trailer

Proximity to creeks, waterways and impoundment areas: Adjacent to Russian River

Vegetation on site: 42 acres of vineyard; many oaks, bay laurels, buckeye, willows, black walnut, cottonwood

General topography: Flat, rising to west

Surrounding uses to (Note: An adjoining road is not a use.) North: Vineyard, tasting room South: Residence, Russian River East: Russian River; County park West: Vineyards, winery

New structures proposed (size, height, type): Existing hop kiln and baling barn footprints increased nominally by required egress stairs; height unchanged. New winery built into west side hill with a 75' x 290' footprint, a front elevation height of 28' and bermed at the rear.

Number of employees: Full time: 15 Part time: 3 Seasonal: 6

Operating days: Tasting 7 days; winery Mon-Fri except 7 days during harvest Hours of operation: Tasting 11-5; winery 8-5 except 8-10 during harvest.

Number of vehicles per day: Passenger: 87 Trucks: 5

Water source: Three wells on property Sewage disposal: Leach field; pre-treated drip irrigation.

Provider, if applicable: _____ Provider, if applicable: _____

New noise sources (compressors, power tools, music, etc.): Infrequent music during summer daytime hours; air compressor; wine press operation; bottling line.

Grading proposed: Amount of cut (cu. yds.): 14,600 Amount of fill (cu. yds.): 150 Will more than one acre be disturbed by construction of access roads, site preparation and clearing, fill or excavation, building removal, building construction, equipment staging and maintenance, or other activities? Yes x No ___ If Yes, indicate area of disturbance(acres): 2.8

Identify method of site drainage (sheet flow, storm drain, outflow to creek or ditch, detention area, etc.): Sheet flow and existing ditch flow.

Vegetation to be removed: Almost none; a few trees which will be replaced.

Will proposal require annexation to a district in order to obtain public services: Yes ___ No x

Are there currently any hazardous materials (chemicals, oils, gasoline, etc.) stored, used or processed on this site? Yes x No ___

Will the use, storage, or processing of hazardous materials occur on this site in the future if this project is authorized? Yes x No ___

Fire safety information (existing/proposed water tanks, hydrants, emergency access and turnaround, building materials, etc): _____

Ramey Vineyards, LLC (David and Carla Ramey) - UPE14-0008

County Use Permit Application--Proposal Statement

Dated October 3, 2014

7097 Westside Road, Healdsburg, CA 95448

Proposal Summary

This property, known as Westside Farms, totals 75 acres in one parcel, 42 acres of which are planted to wine grapes. Six and one-half acres lie to the west of Westside Road and currently contain a residence, a barn, a pole barn, two outbuildings and a 3½ acre-foot reservoir. On this side of the property we wish to construct a 60,000-case winery comprised of caves and, in front of the caves, a cut-and-fill, low-profile, two-story winery building, which will not be visible from Westside Road. Grapes will be locally sourced, primarily on-site and from Sonoma County, as well as from bordering counties.

To the east of Westside road, vineyard extends to the tree line adjacent to the Russian River. Near the entrance from Westside Road are a hop kiln and a baling barn, built in 1949, which have fallen into disrepair. We wish to refurbish the hop kiln into a public tasting room, leaving the exterior similar to its current appearance while maintaining the furnace and ductwork in the south side to demonstrate the building's original use. We wish to refurbish the three-story baling barn as a private, invitation-only tasting room: equipment storage on the ground level; a kitchen and meeting area for private tastings and meals on the mid-level; and two bedrooms as marketing accommodations on the top level, with two work stations. These accommodations will be used solely as approved by applicable zoning. The two barns will be connected by an elevated walkway evoking the railcar trestle which during the hop harvest carried dried hops from the kiln to the baling barn. The baling barn will also be refurbished to maintain its current appearance.

Past uses of the property

As far back as the mid-1800s this property has been in agriculture: fruit orchards, hops, and now grapes. Purchased by Ron and Pam Kaiser in 1988, this property was christened Westside Farms and operated as a pumpkin patch and farm store with hay rides starting in 1989 and continuing until 2000. Wine grapes were planted in 1990 and the vineyard currently produces approximately 250 tons of grapes annually. Initially, during the mid-nineties, Westside Farms was open five to six days each week from May through November. After that they were open to the public seven days a week during the month of October. Weekdays were focused on school groups totaling 200-400 children plus parents arriving in school buses and car pools, with an additional 100-200 children arriving after school. Weekends would see 300 to 1000 cars arriving over the course of a day with 400-600 maximum people on site at any one time. At any given moment, 200-300 cars might have been parked on site.

Project Background

Founded in 1996, Ramey Wine Cellars and now Ramey Vineyards, LLC are wholly owned by David and Carla Ramey. The winery is currently housed in two leased buildings in the town of Healdsburg and produces approximately 40,000 cases of wine annually with its own staff and

equipment. The wine has been widely critically acclaimed and is distributed nationally and internationally. David Ramey has been a resident of Sonoma County since 1980 and has worked as winemaker at several Sonoma County wineries, including Simi, Matanzas Creek and Chalk Hill, along with Dominus and Rudd in the Napa Valley. Ramey Wine Cellars employs fifteen people, thirteen of whom live in Sonoma County.

The core team for the development of the project is comprised of architects Lundberg Design of San Francisco; general contractor Earthtone Construction of Sebastopol; civil engineers Adobe Associates of Santa Rosa; and geotechnical engineers Condor Earth Technologies for cave design and RGH Consultants for site work.

Project Details

The tasting room will be open from ten AM to five PM seven days a week, staffed by three employees during peak season with 75 visitors expected on a peak day. Proposed events are detailed in the attached table. The tasting room will be closed to the public on special event days. Depending on the size of the event, they will be held either in the baling barn (private tasting room); in the open space between the hop kiln and the baling barn; under the black walnut grove between the vineyard and the Russian River; or in the winery. Domestic flows will be discharged to septic systems designed adjacent to the tasting room and near the existing farm house. Winery process waste water will be collected, aerated and stored in a series of tanks for discharge by irrigation to the land. A Waste Discharge Permit from the North Coast Water Quality Control Board will be obtained and maintained.

Preliminary Studies

A traffic study has been completed by Whitlock & Weinberger Transportation. Their conclusion is that "A left-turn lane is neither warranted nor recommended on Westside Road at the project's driveway," and that the property's "prior use generated substantially more event traffic during the month of October than the currently proposed project will generate over the course of an entire year."

A noise assessment study was completed by Illingworth & Rodkin. Their conclusion is that amplified music and speech at events should occur only during daytime hours (7:00 a.m. to 10:00 p.m. per the report) within the private tasting (baling) barn or in the picnic (black walnut) grove. This conforms to our plans.

A greenhouse gas emissions analysis was completed by Illingworth & Rodkin. Their conclusion is that total direct and indirect emissions are projected to be only 43% of the operational threshold recommended by BAAQMD for new projects, and that "the project's GHG emissions would *not significantly* contribute to a cumulative impact on global climate change." A potential reduction in emissions may be realized when the approximately 200 tons of Chardonnay grown on the property are no longer trucked elsewhere in Sonoma County (principally Sonoma Valley) but instead are processed on site.

Additionally, we plan on continuing the stewardship of the property's agricultural heritage in a number of ways. We have completed an extensive repair of an eroding bank of the Russian River in the northeast corner of the property, a project completed by BioEngineering Associates. We're working with Master Gardener Janine Weaver of Garden Weaver Designs to select plant

materials for landscaping that will be successful on our site. There will be raised bed planters for vegetables and herbs between the hop kiln tasting room and Westside Road as well as elsewhere on the property. We've spoken with Vinny Cilurzo of Russian River Brewing Company about planting a correct selection of hops which we'll then provide for their brewing. We've engaged arborist Frederick Frey of Vintage Tree Care to prune existing trees and cull those that are past their prime. We've engaged Chris Conrad of Bee Conscious to relocate nine bee colonies from the hop kiln walls to hives elsewhere on the property. We collaborated with the Russian River Wild Steelhead Society and CA Fish and Game in installing root wads along our banks of the Russian River to provide fish habitat. And as existing grape contracts expire and we assume control of the vineyard, we'll move to Integrated Pest Management utilizing Biological Control to minimize chemical inputs. We, and our children, plan on being stewards of this property for generations.

In order to meet anticipated Use Permit conditions requiring that permits be obtained from multiple government agencies, we request additional time for the Use Permit filed under UPE14-0008, as allowed under Section 26-92-130 of the Zoning Code. We request a four-year Use Permit with a one-year extension. Thank you.

RECEIVED
JAN 2 9 2015
PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT
COUNTY OF SONOMA

Napa Sonoma
RAMEY
WINE CELLARS

January 23, 2015

Mr. Tennis Wick
Director, Sonoma County PRMD
2550 Ventura Avenue
Santa Rosa, CA 95403

Dear Director Wick,

I write in response to the letter from Mr. Marc Bommersbach and the Advisory Board of the Westside Community Association dated January 14, 2015. I'd like to briefly correct and clarify a number of misstatements in that letter and their prior letters.

--We propose a winery of 32,000 square feet, cut-and-fill new construction with 21,000 square feet of caves—not the 46,000 square feet *plus* caves claimed. The winery site sits outside the 200 foot scenic corridor easement, and further, will not be visible from Westside Road.

--The three year average (2012-14) grape yield from the 42 acres of vineyard at Westside Farms is 214 tons. At 61 cases per ton, this will produce 13,000 cases of wine, not 7,000 to 9,000. We currently produce, within the city of Healdsburg, 40-45,000 cases of wine from about 700 tons of grapes. Of this, approximately two-thirds come from Sonoma County and one-third from Napa. In the Russian River AVA we have long bought grapes from the Dutton's, the Martinelli's, the Rochioli's and Kent Ritchie. Vineyards sources in 2014 along Westside Road include Campbell-McKinney, Bucher, Rochioli, and our own vineyard. In the Sonoma Coast AVA we buy from the Martinelli's Charles Ranch, the Platt Vineyard and Rodgers Creek Vineyard. "Locally-sourced" has been and is interpreted by the County as grapes from Sonoma County and adjacent counties. This language was inserted into our project statement at the request of our planning staffer, Traci Tesconi. It does not mean that we need to, or intend to, begin importing grapes from multiple adjacent counties; to suggest so is disingenuous. Our single largest product, and the one most likely to grow, is Russian River Chardonnay. It will grow as we begin, in 2017, to use all the Chardonnay from our property—most of which is now trucked to Chateau St. Jean in Kenwood.

--The concern about an increase in traffic overlooks the traffic engineer's conclusion that "the proposed project will have a limited impact on traffic operation along Westside Road, and will actually generate fewer special event trips than the previous use for Westside Farms" [that of pumpkin patch and hay trailer rides].

--The stated calculations of entertainment and administrative space are wildly exaggerated. The winery building itself will have 45,470 square feet (sf) of production space (including 21,000sf of cave), not 27,050, and 7,460sf of administration, production offices and marketing space—exactly 14.09%. The hop kiln and baling barn do not pertain to this calculation. But even looking at lumping together the winery and the two barns, there will be 6,400sf of combined entertainment space in the two barns and the winery, not 11,700, and 4,500sf of offices, not 6,000.

--To characterize our project as an event center and assert that we're proposing a restaurant and resort facility is completely incorrect. We will be entertaining invited guests for a small number of

25 HEALDSBURG AVE., P.O. BOX 788, HEALDSBURG, CA 95448 / T 707.433.0870 / F 707.433.0871
info@rameywine.com / www.rameywine.com

lunches or dinners, mostly indoors. As stated in our proposal, there will be no weddings or concerts and none of the facilities will be available to outside parties. There is no reference to a restaurant on any of our plans. Marketing accommodations *are* allowed on Williamson Act properties [Rule 8.3-B-2 of the Uniform Rules for Agricultural Preserves]; we propose two of these, not two to four. These will be available by invitation for our employees and guests at no charge. The authors want to skip directly from the use of the hop kiln and baling barn for hops to our proposed use as tasting rooms, omitting their recent use for pumpkin patch sales and hay rides, which drew far more people and cars at one time than anything we might possibly envision.

--The fact that the existing barns lie within the 200-foot scenic setback was addressed by the joint Landmarks and Design Review Committees meeting, along with the height regulation [Design Review Committee Record of Action, Dec. 2, 2014, attached]. Without rehabilitation and repurposing to support the current economic use of the property, these two historic buildings will continue to decay and collapse.

--It is impossible to see how the 24 events requested might be construed as 44 event days.

--The authors claim a 19% increase in footprint of the hop kiln when in fact it will be 7.5%; that will be due to the elevator for handicap access so the internal footprint of the kilns will be respected.

We reached out to Nancy Citro of the Westside Community Association and met with a group of them at her home on September 5th, 2013. As the owners of two residences on Westside Road and members of the Association ourselves, we share their concerns about traffic and quality of life on Westside Road. Our property has a long history of commercial agriculture which we intend to continue; our daughter Claire has joined the family business and lives in the yellow farmhouse at Westside Farms with her husband, Ivan. Our son Alan is finishing his final semester of college and has informed us that he, too, intends to join the family business. At the September 5, 2013 meeting, however, we were informed that the steering committee of the Westside Community Association has adopted the position of opposing *any* additional tasting rooms on Westside Road. We went to the meeting hoping for a dialogue with our neighbors but instead ran into preformed opposition. The many false and distorted allegations in these letters might have been cleared up if they had reached out to us, but working together is not their intent: complete blockage of new projects is. We will continue to make ourselves available to our Westside Road neighbors and welcome the opportunity to correct their misconceptions.

Thank you for your consideration.

Sincerely,

David and Carla Ramey

Cc (via email): Supervisor James Gore
Supervisor Efren Carrillo
Planning Commissioner Tom Gordon
Planning Commissioner Willie Lamberson
Planning Commissioner Pamela Davis
Planning Commissioner Tom Lynch
Planner Traci Tesconi

David Ramey

From: David Ramey <david@rameywine.com>
Sent: Monday, January 26, 2015 3:28 PM
To: Tennis Wick (Tennis.Wick@sonoma-county.org)
Cc: James.Gore@sonoma-county.org; Efren.Carrillo@sonoma-county.org; Tom Gordon (tommgordon@gmail.com); Willie Lamberson (willielamberson24@gmail.com); Pamela Davis (p.davis479@gmail.com); Tom Lynch (tlynch@sonic.net); Traci Tesconi (traci.tesconi@sonoma-county.org); Carla Ramey (carla@rameywine.com); Claire Ramey (claire@rameywine.com)
Subject: RE: Response to Marc Bommersbach letters

Director Wick, et al.,

I apologize, I left out the code reference for the rule pertaining to guest lodging on a Williamson Act parcel: that is Rule 8.3-B-2 of the Uniform Rules for Agricultural Preserves.

Additionally, I'd like to elaborate on our business a bit. My wife Carla and I started our project in 1996 and have grown it so that we now have fifteen full-time employees, thirteen of whom live in Sonoma County. We have done this with no partners or investors, just a line of credit with Silicon Valley Bank, and have grown the business out of cash flow. We bring income into Sonoma County from all fifty states and twenty-three foreign countries. We are currently debt-free, other than the mortgage on Westside Farms, and have never taken any money out of the company, preferring to grow it and invest in land and a winery. It is a multi-generational family business. The claim that we intend to import grapes to our site from every adjacent county is particularly galling. In 2014 we purchased $1,513,004 worth of Sonoma County grapes--yet, we do not have our own permanent home. While we've equipped and staffed our leased facilities in Healdsburg, we've no guarantee that the next generation of lessors will continue to lease to us. If a 75-acre site with 42 acres of grapes is an inappropriate location for a mid-sized family winery, I'm not sure where in Sonoma County to go. If the authors of the letter have their way, Westside Road would turn into a collection of ranchettes which are not reliant on the land for their living. They seem to be attempting an end run around county zoning laws to convert LIA zoning into Rural Residential.

Conversations with other members of the WSCA lead us to believe that the small group of single-issue activists who form the association advisory committee do not speak for the entirety of the membership.

Thank you, again, for your consideration--

David Ramey

David Ramey
Ramey Wine Cellars
202 Haydon Street
P.O. Box 788
Healdsburg, CA 95448
T. 707-433-0870, ext. 1101
F. 707-433-6311
www.rameywine.com

RAMEY
WINE CELLARS

UPE14-0008 Vicinity Map

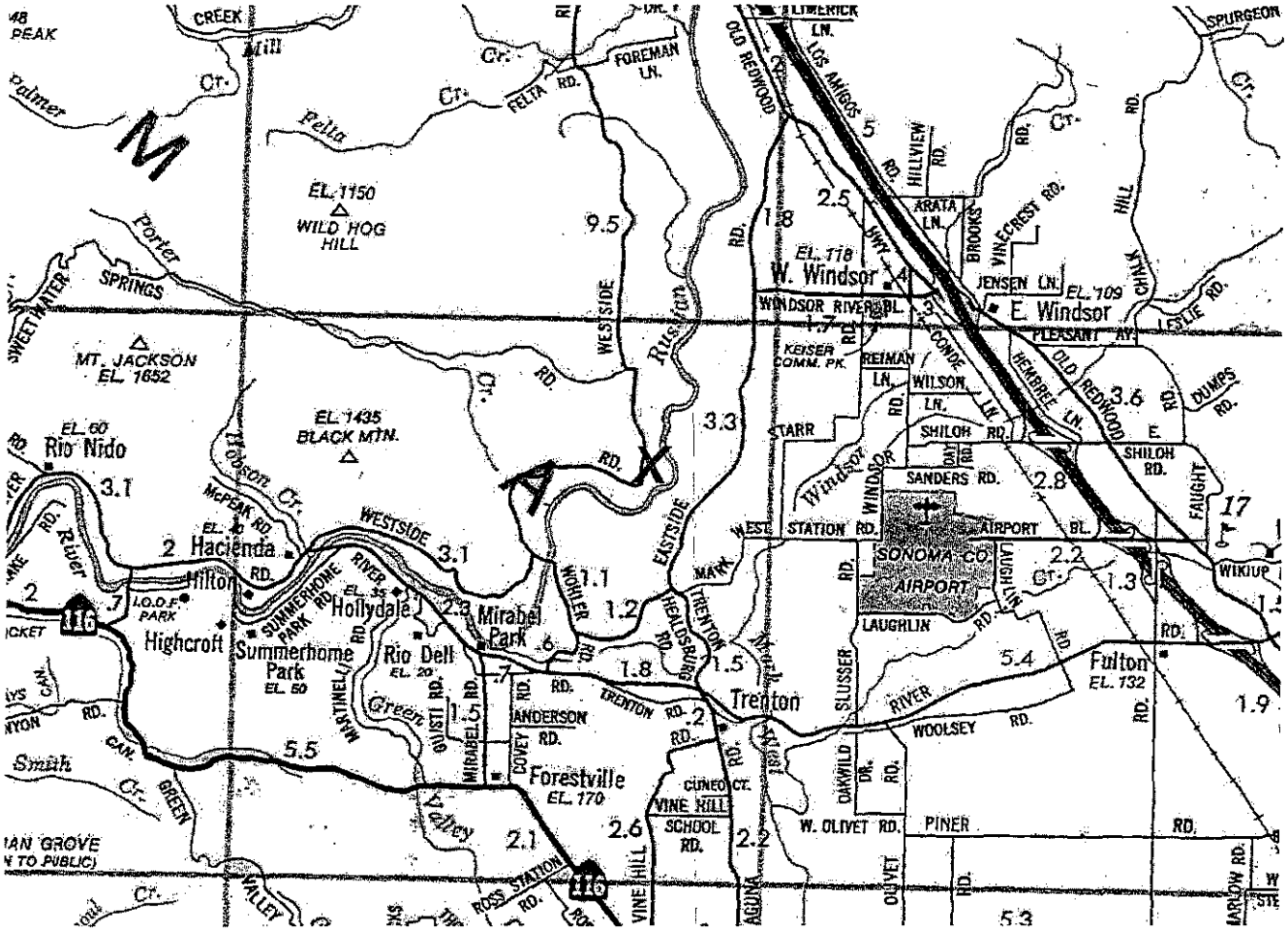
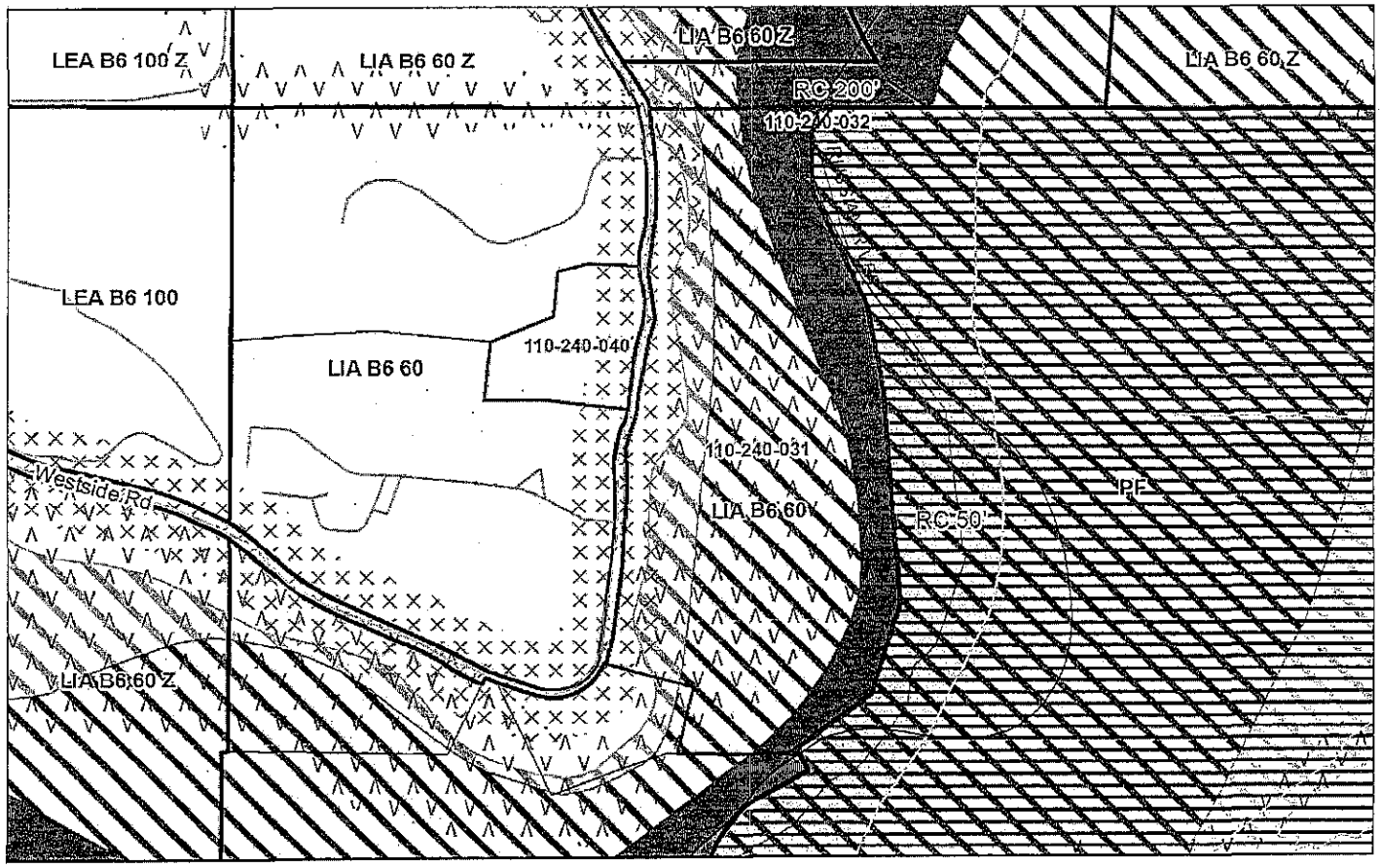


EXHIBIT D

UPE14-0007 Zoning Map



Zoning and Combining Districts

- Zoning by Area
- SR Scenic Resource
- VOH Valley Oak Habitat
- MR Mineral Resource
- F1 Floodway
- F2 Floodplain
- RC Riparian Corridor
- 50'
- 200'

Base Map Data

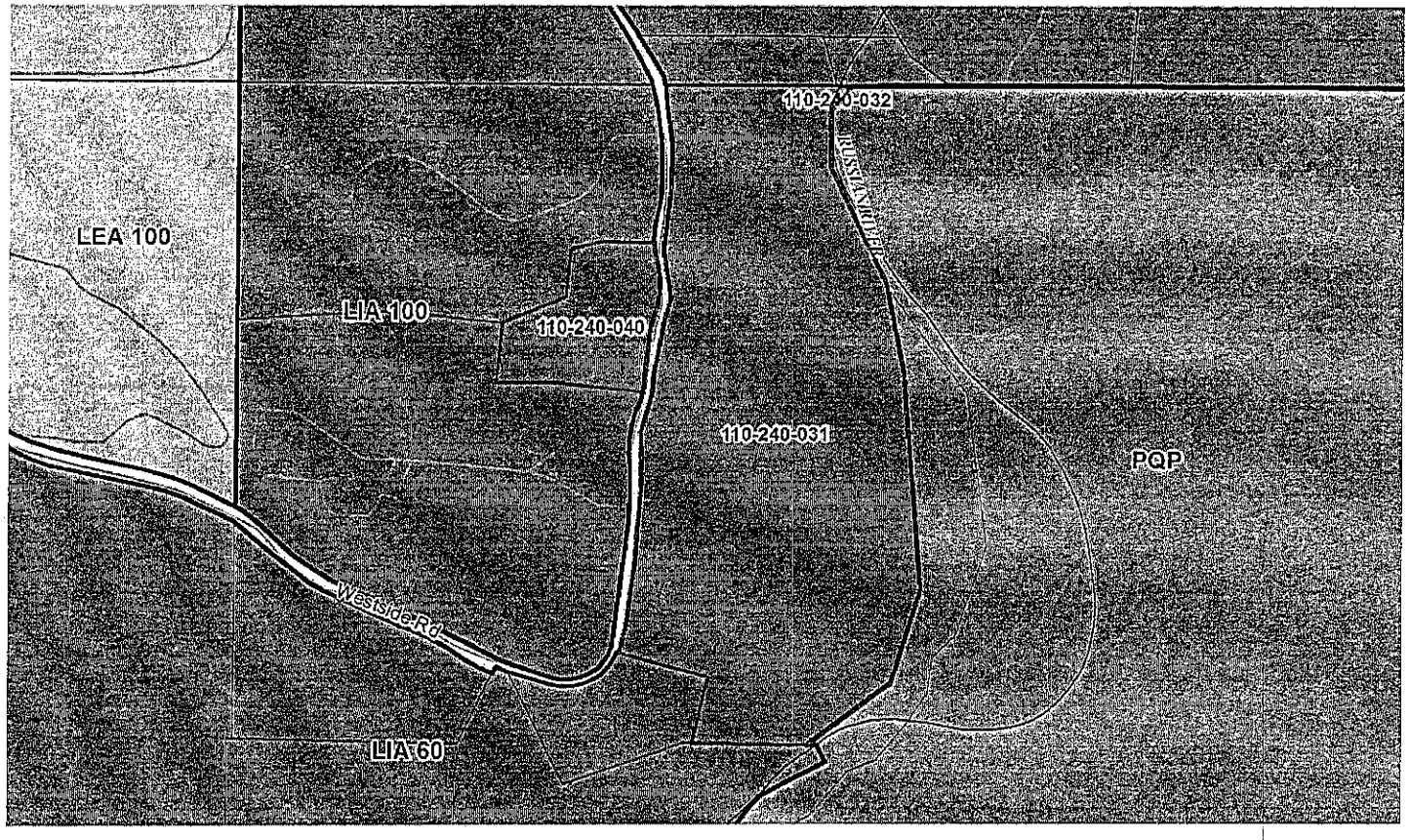
- Parcel
- Street
- Perennial Stream

0 175 350 700 Feet

1:8,400

EXHIBIT E

UPE14-0008 Land Use Map



General Plan Land Use

- Land Use by Area
- Land Extensive Agriculture
- Land Intensive Agriculture
- Public / Quasi-Public

Base Map Data

- Parcel
- Street
- Perennial Stream

0 175 350 700 Feet

1:8,400

Numbers on map indicate maximum density in Acres/Unit, except Urban Residential where numbers indicate Units/Acres.

EXHIBIT F

Picnic grove- no development or grading here, just picnic tables
7097 Westside Rd, Healdsburg, CA 95448, USA
Proposed leach fields
Existing hop barn to be tasting room and wine storage
Existing baling barn to be tasting room, storage and marketing accomodations
Westside Rd
Cave area and production facility 60,000 cases

EXHIBIT G

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
176-022
179-006

110-

p was prepared for
poses only. No liability
the accuracy of the
hereon.

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

Parcel Map No. 3997
REC. 04-25-74 IN BK. 206, MAPS, PGS. - 49

SCALE: 1"

REVISE
07-07-06=3
01-16-08=4
01-16-08=A
01-16-08=C
01-25-10=A
06-25-12=T
12-20-13=R
01-07-15=A
01-13-15=A
09-03-15=T

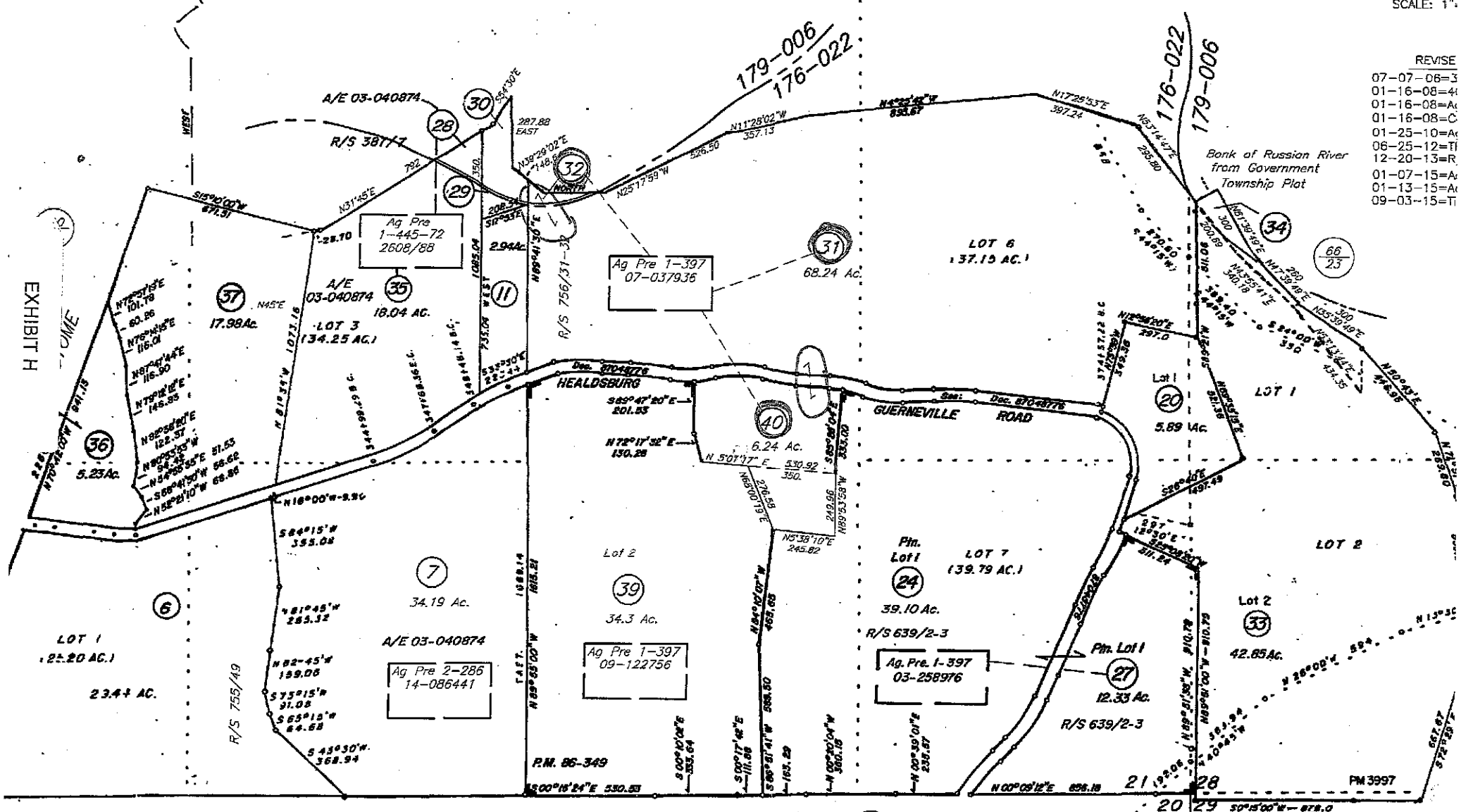
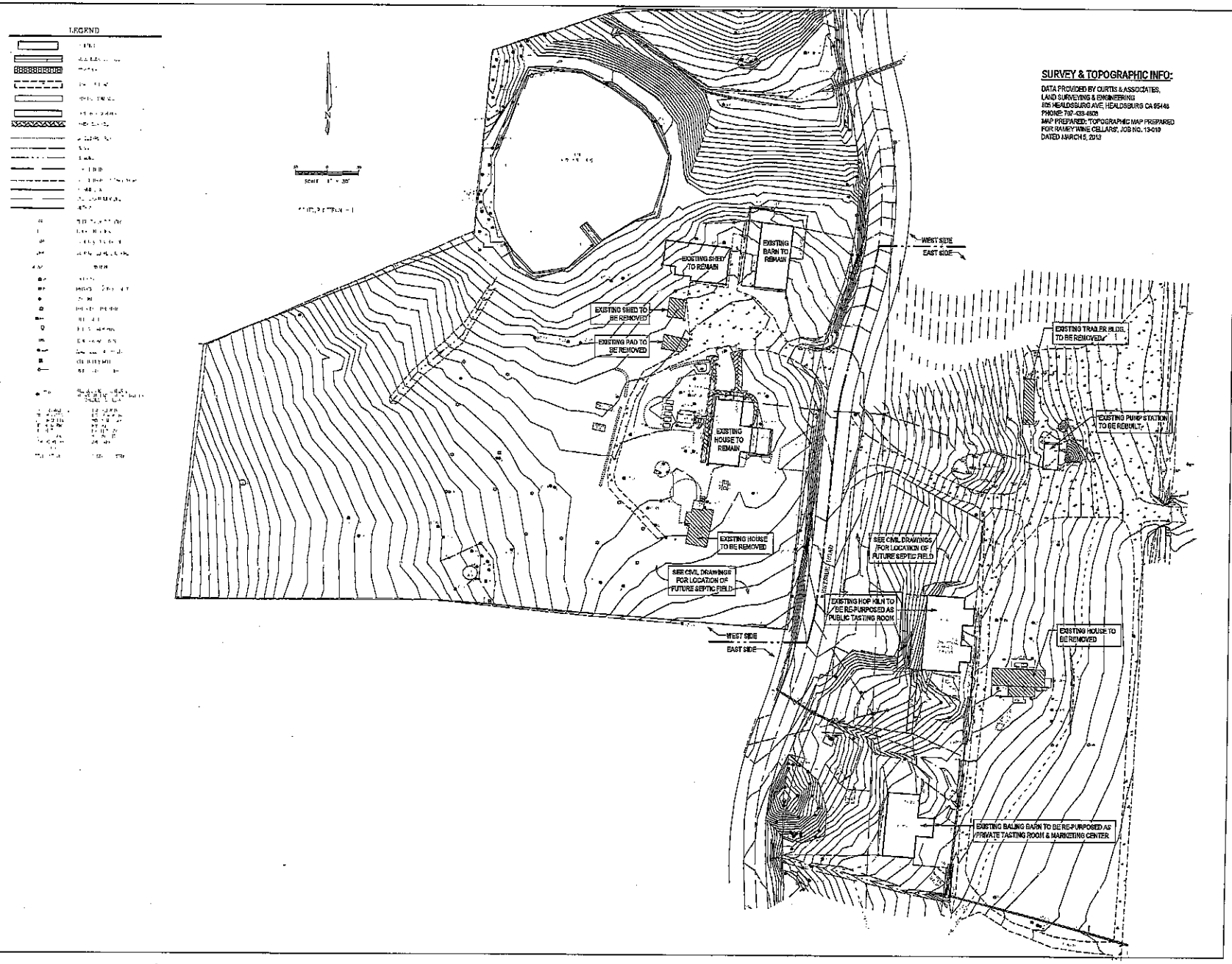


EXHIBIT H

Parcel Map 86-349
REC. 6-11-87 IN BK. 397, MAPS, PGS. 34-36

Assessor's Map Bk. 1.1
Sonoma County,
HYBRID 7/7/06



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Ramey Winery

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STATE OF CALIFORNIA

Issued Revisions

Rev. #	Description	Date

Print Date: 4/16/2015 11:22:36 AM
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Project Site Plan (Existing)

A1.00

EXHIBIT I

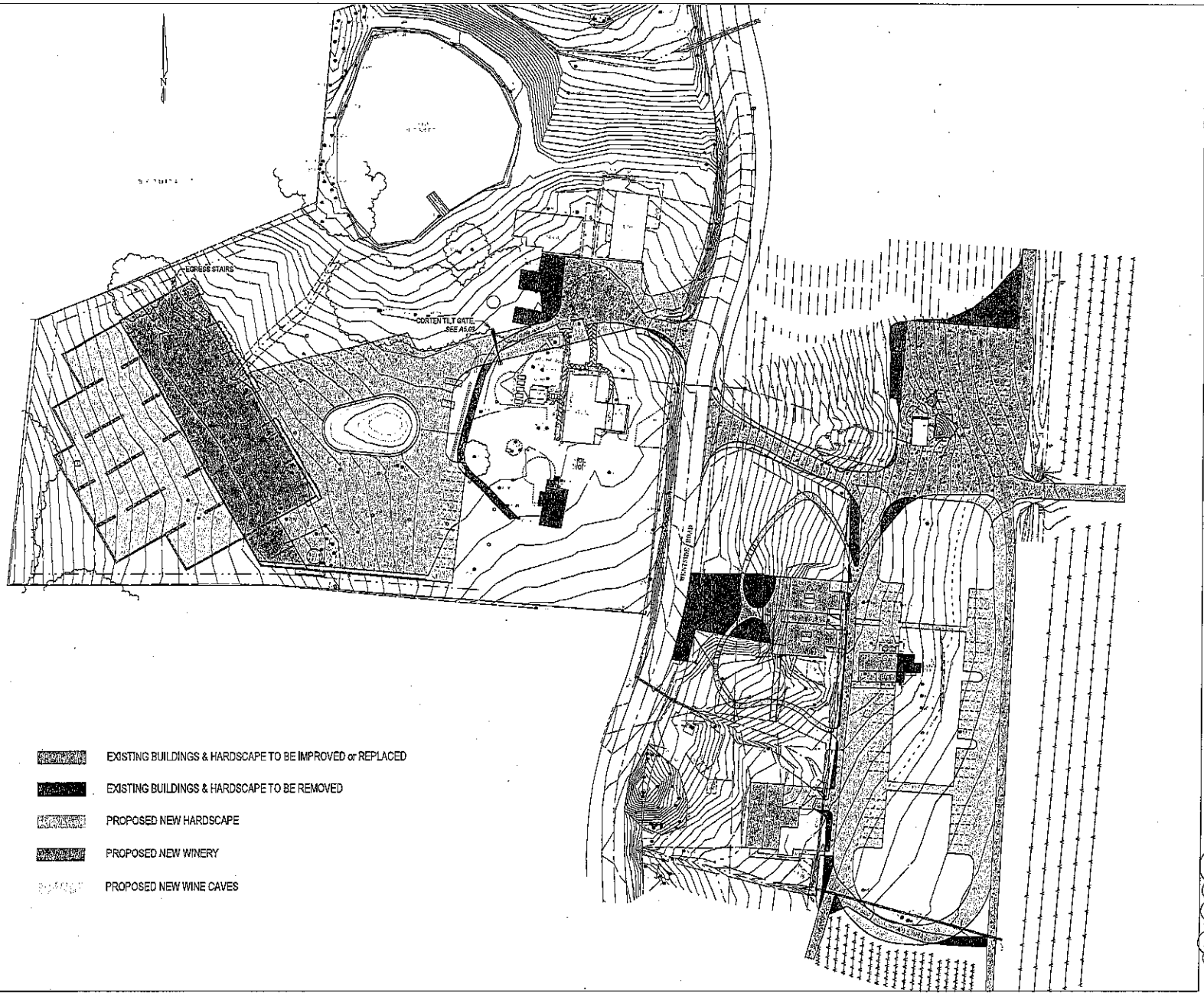

EXHIBIT J

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Issues/ Revisions

Rev. #	Description:	Date
2	Addl Site Analysis Overlay	05.12.17

Print Date: 5/12/2017 1:50:59 PM
Drawn By: LB
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Scale: 1" = 40'-0"

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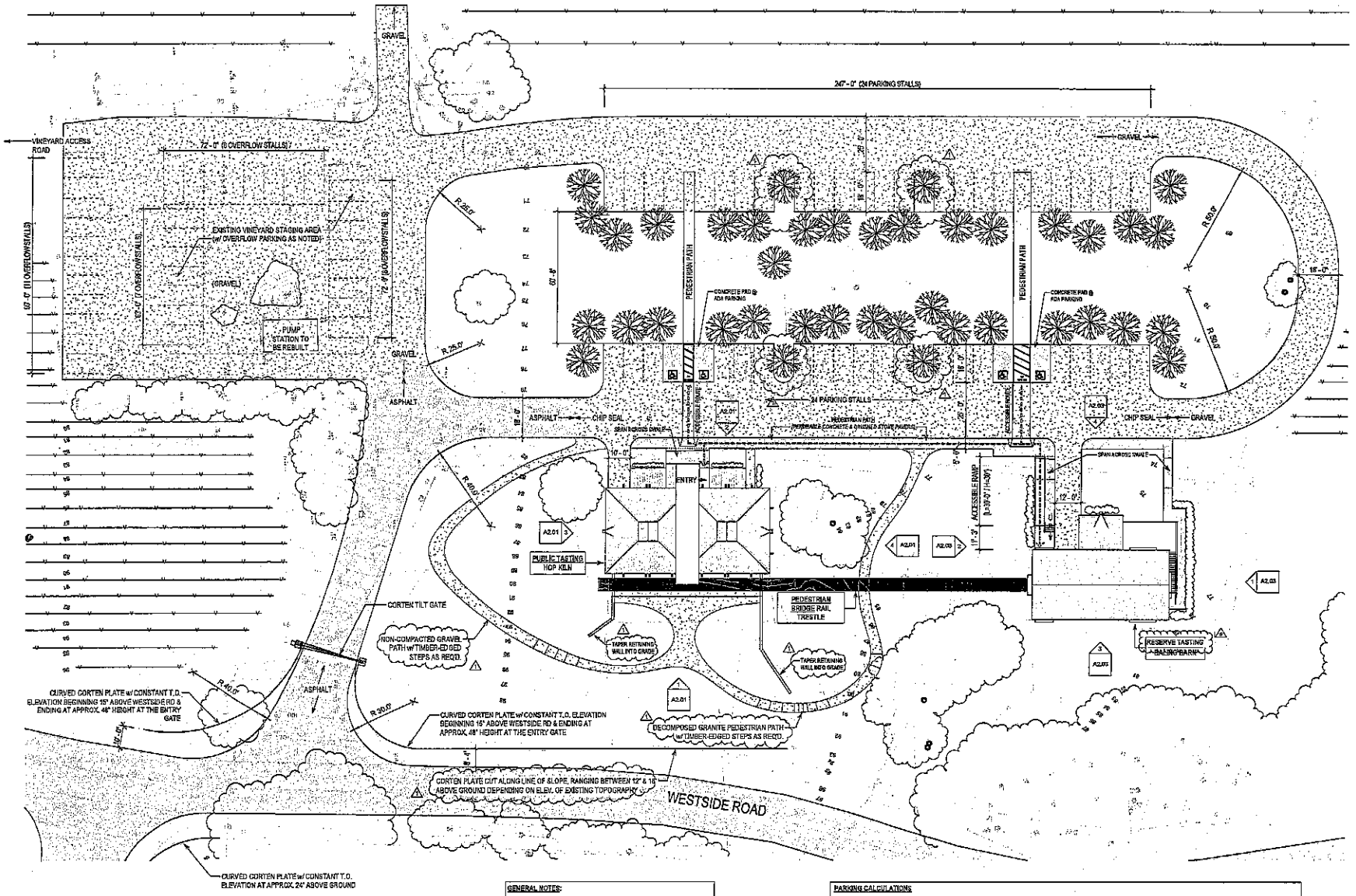
Project Site Plan Footprint Analysis

A1.00b



GENERAL NOTES:

1. SEE LANDSCAPE PLAN FOR NEW PLANTING LAYOUT & PLANT LIST.
2. SEE LANDSCAPE PLAN FOR TREE PROTECTION.
3. SEE A5.00 FOR EXTERIOR LIGHTING & SIGNAGE PLAN.
4. SEE A1.00 FOR EXISTING STRUCTURES TO BE REMOVED.
5. SEE A1.00 FOR CUT & FILL AREAS.
6. SEE C1 & C2 FOR SEPTIC INFORMATION.

PARKING CALCULATIONS

HOP KILN (TASTING ROOM)			
Case Storage	843 sf	(1 space / 2,000sf)	1
Tasting Rooms	796 sf	(1 space / 60sf)	14
Tasting Bar & Kitchen	397 sf	(1 space / 200sf)	2
TOTAL 'A' (Regular)			31
TOTAL 'B' (with Event Overflow) *			37 *

HOP BARN (TASTING ROOM + INDUSTRY ACCOMMODATIONS)			
Guest Rooms / Lounge	2 units	(1 space / unit)	2
Tasting Room	596 sf	(1 space / 60sf)	10
Tasting Bar & Kitchen	266 sf	(1 space / 200sf)	2
V.I.P. Lounge	545 sf	(1 space / 100sf) *	6
Sub-Total 'B' (Private Event Overflow) *			6 *

EXHIBIT K

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Issued Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15
5	Design Review Modifications	08.24.17

Print Date: 8/24/2017 1:52 PM
Drawn By: LB
Checked By: TOL
Scale: 1" = 20'-0"

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EAST Site Plan (Proposed)

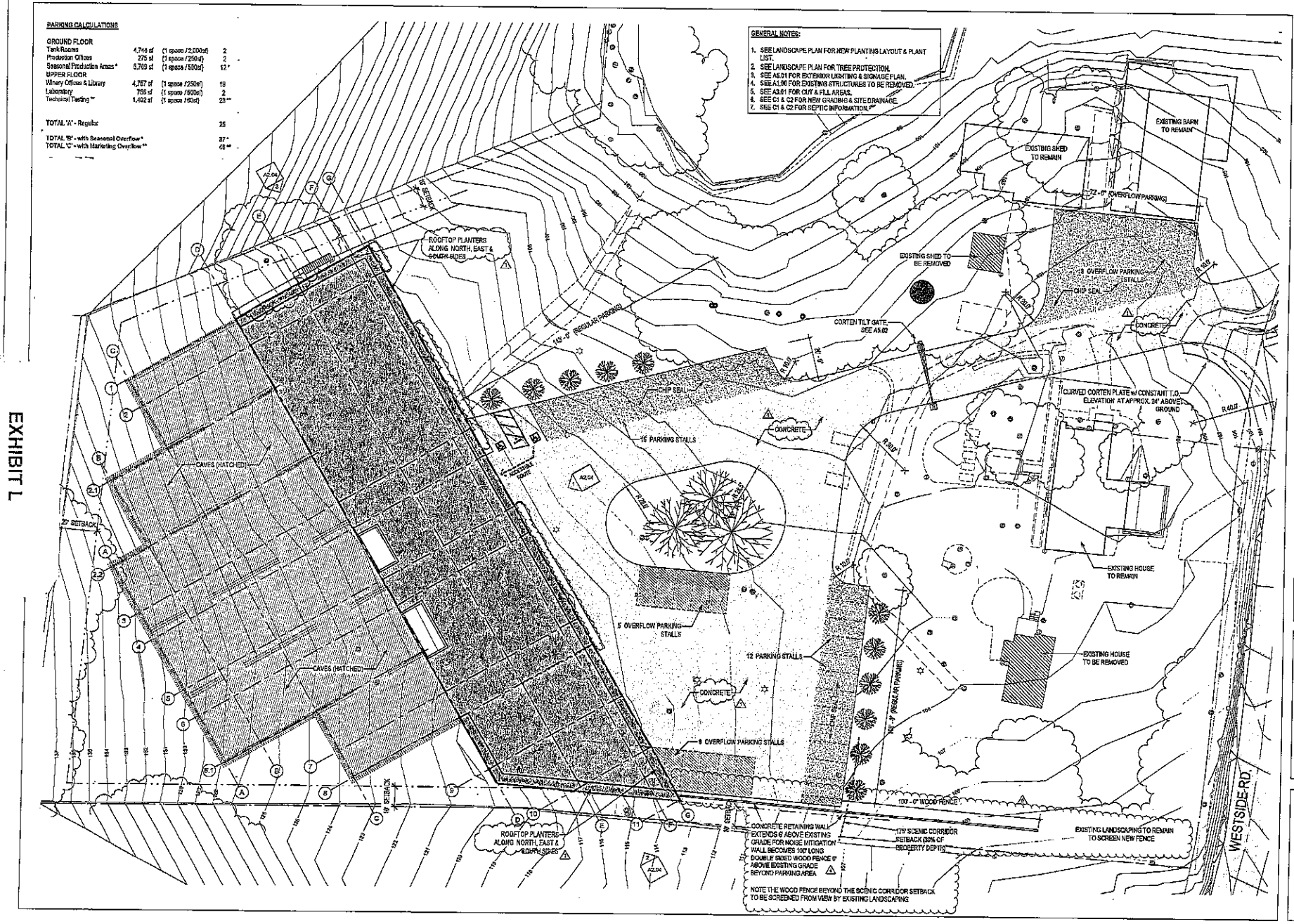
A1.01

PARKING CALCULATIONS

GROUND FLOOR			
Tank Rooms	4,746 sf	(1 space / 2,000sf)	2
Production Offices	275 sf	(1 space / 250sf)	2
Seasonal Production Areas *	5,769 sf	(1 space / 500sf)	12 *
UPPER FLOOR			
Winery Offices & Library	4,757 sf	(1 space / 250sf)	19
Laboratory	756 sf	(1 space / 500sf)	2
Technical Tasting **	1,402 sf	(1 space / 60sf)	23 **
TOTAL 'A' - Regular			25
TOTAL 'B' - with Seasonal Overflow *			37 *
TOTAL 'C' - with Marketing Overflow **			48 **

GENERAL NOTES:

1. SEE LANDSCAPE PLAN FOR NEW PLANTING LAYOUT & PLANT LIST.
2. SEE LANDSCAPE PLAN FOR TREE PROTECTION.
3. SEE A5.01 FOR EXTERIOR LIGHTING & SIGNAGE PLAN.
4. SEE A1.00 FOR EXISTING STRUCTURES TO BE REMOVED.
5. SEE A3.01 FOR CUT & FILL AREAS.
6. SEE C1 & C2 FOR NEW GRADING & SITE DRAINAGE.
7. SEE C1 & C2 FOR SEPTIC INFORMATION.



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Issued Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15
4	Noise Mitigation Modifications	08.14.17
5	Scenic Corridor Modifications	08.23.17

Print Date: 8/22/2017 4:11 PM
Drawn By: LB
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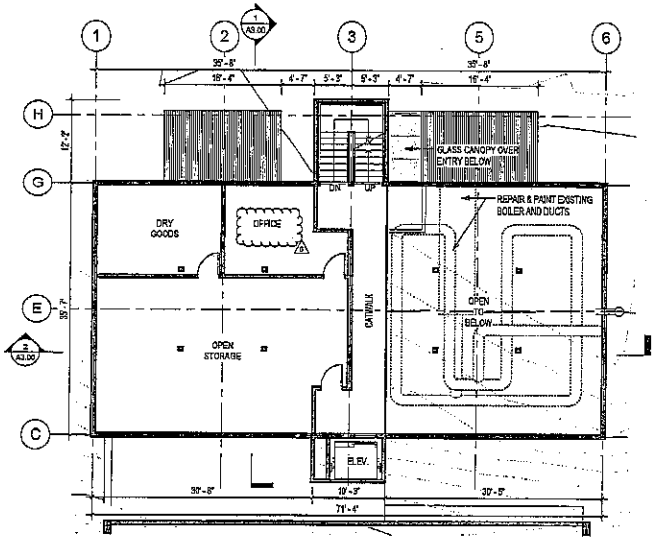
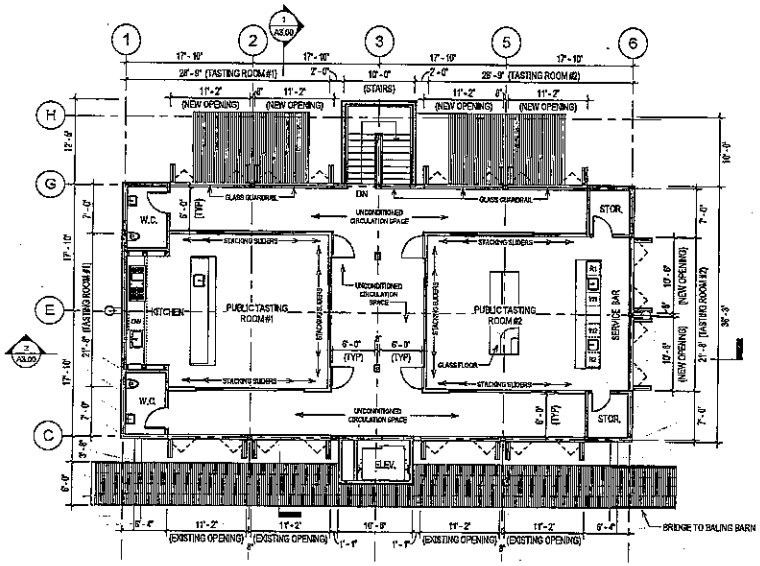
WEST Site Plan (Proposed)

A1.02

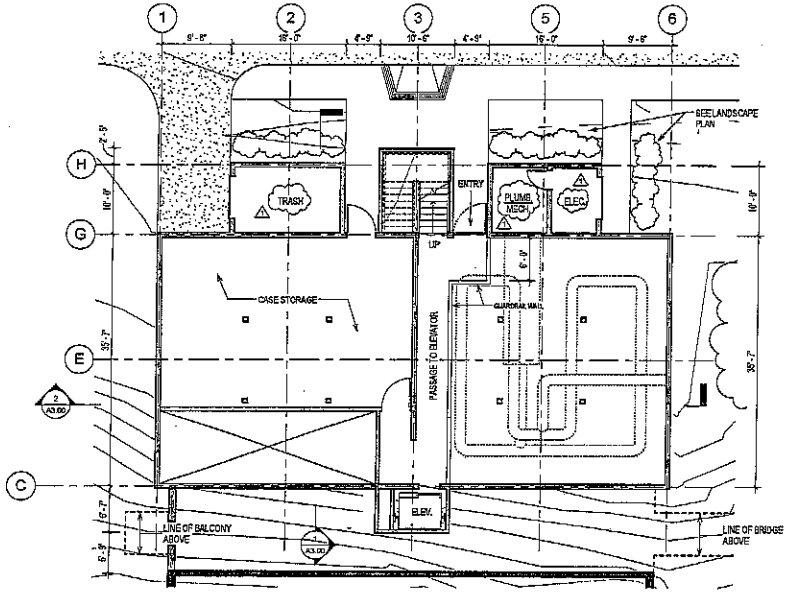
EXHIBIT L



③ Public Tasting / Hop Kiln - Mezzanine (Proposed)
1/8" = 1'-0"



② Public Tasting / Hop Kiln - 2nd Floor (Proposed)
1/8" = 1'-0"



① Public Tasting / Hop Kiln - 1st Floor (Proposed)
1/8" = 1'-0"

EXHIBIT M

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Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.03.15
6	Design Review Modifications	08.24.17

Print Date: 8/24/2017 1:52 PM
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Scale: 1/8" = 1'-0"

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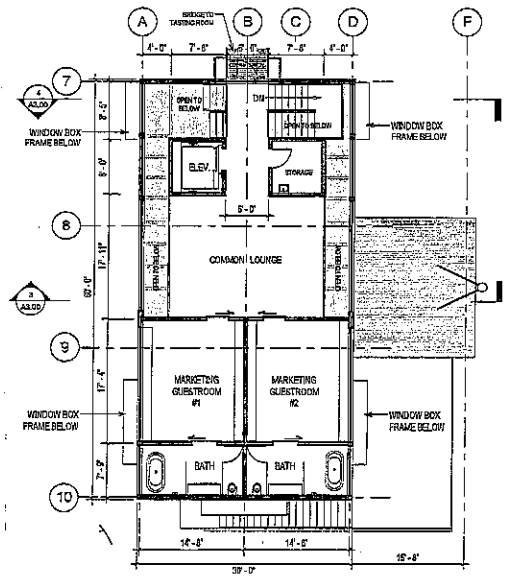
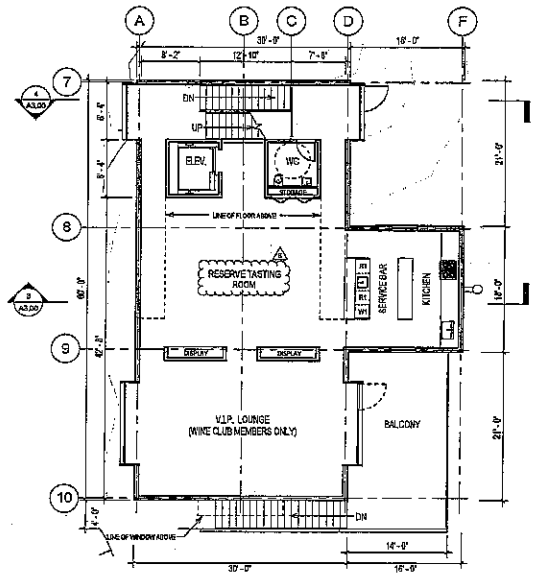
Public Tasting / Hop Kiln Plans (Proposed)

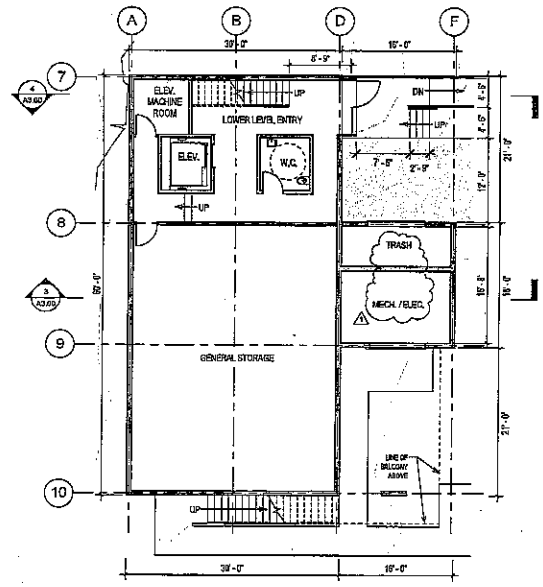
A1.10



Reserve Tasting / Baling Barn - 3rd Floor



Reserve Tasting / Baling Barn - 2nd Floor



Reserve Tasting / Baling Barn - 1st Floor

EXHIBIT N

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Issued Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15
6	Design Review Modifications	08.24.17

Print Date: 8/24/2017 1:52 PM
Drawn By: LB
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Scale: 1/8" = 1'-0"

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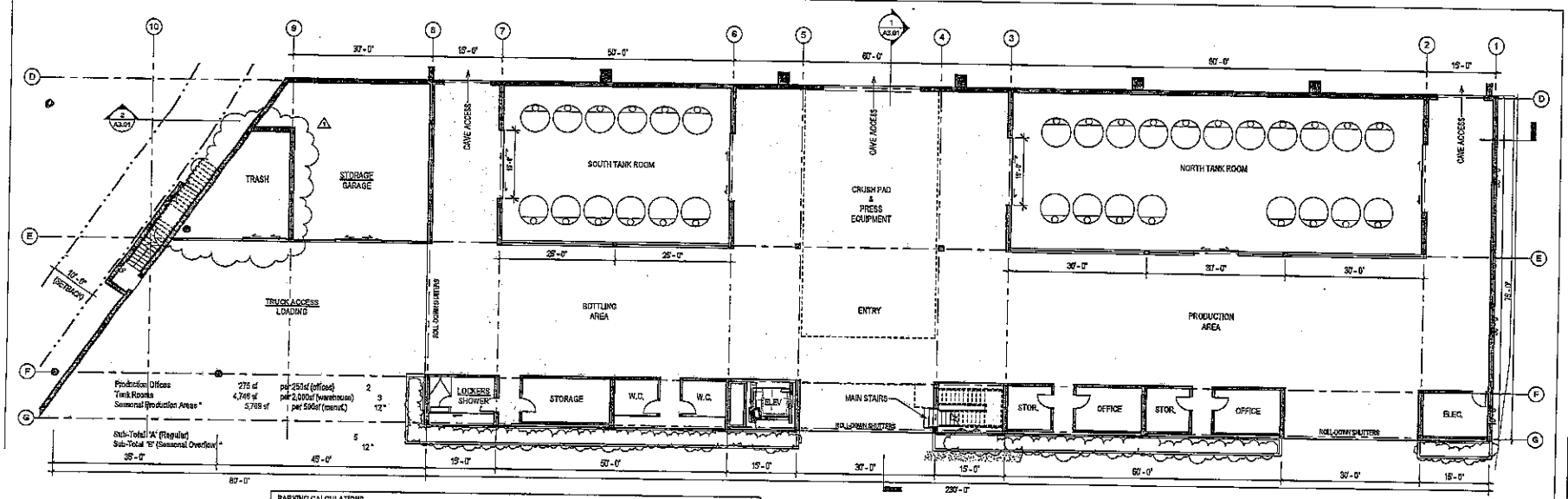
Reserve Tasting / Baling Barn Plans (Proposed)

A1.11

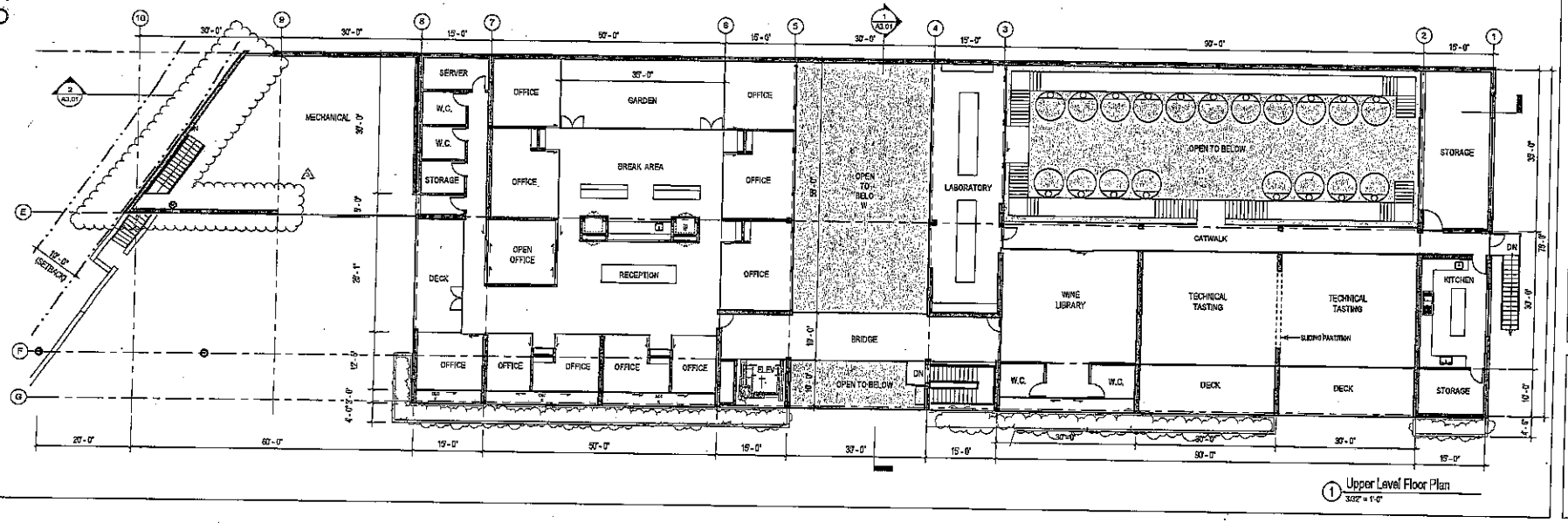


2 Ground Level Floor Plan
3/32" = 1'-0"

PARKING CALCULATIONS							
Ground Floor				Upper Floor			
Production Offices	275 sf	(1 space / 250sf)	2	Winery Offices & Library	4,757 sf	(1 space / 250sf)	19
Tank Rooms	4,746 sf	(1 space / 2,000sf)	2	Laboratory	756 sf	(1 space / 500sf)	2
Seasonal Production Areas *	5,709 sf	(1 space / 500sf)	12 *	Technical Tasting *	1,402 sf	(1 space / 60sf)	23 *
Sub-Total 'A' (Regular)			4	Sub-Total 'A' (Regular)			21
Sub-Total 'B' (Seasonal Overflow) *			12 *	Sub-Total 'B' (Marketing Overflow) *			23 *

GENERAL NOTES:

1. LIGHT SHADED AREAS ARE UNCONDITIONED / EXTERIOR SPACES.
2. MEDIUM SHADED AREAS ARE OPEN TO BELOW.
3. SEE A1.13 FOR CAVE LAYOUT & WINERY AREA CALCULATIONS.
4. SEE LANDSCAPE PLANS FOR PLANT LIST & LAYOUT.



1 Upper Level Floor Plan
3/32" = 1'-0"

EXHIBIT O

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Issued Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15
3	Noise Mitigation Modifications	06.18.17

Print Date: 8/16/2017 11:05 AM
Drawn By: LB
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Scale: 3/32" = 1'-0"

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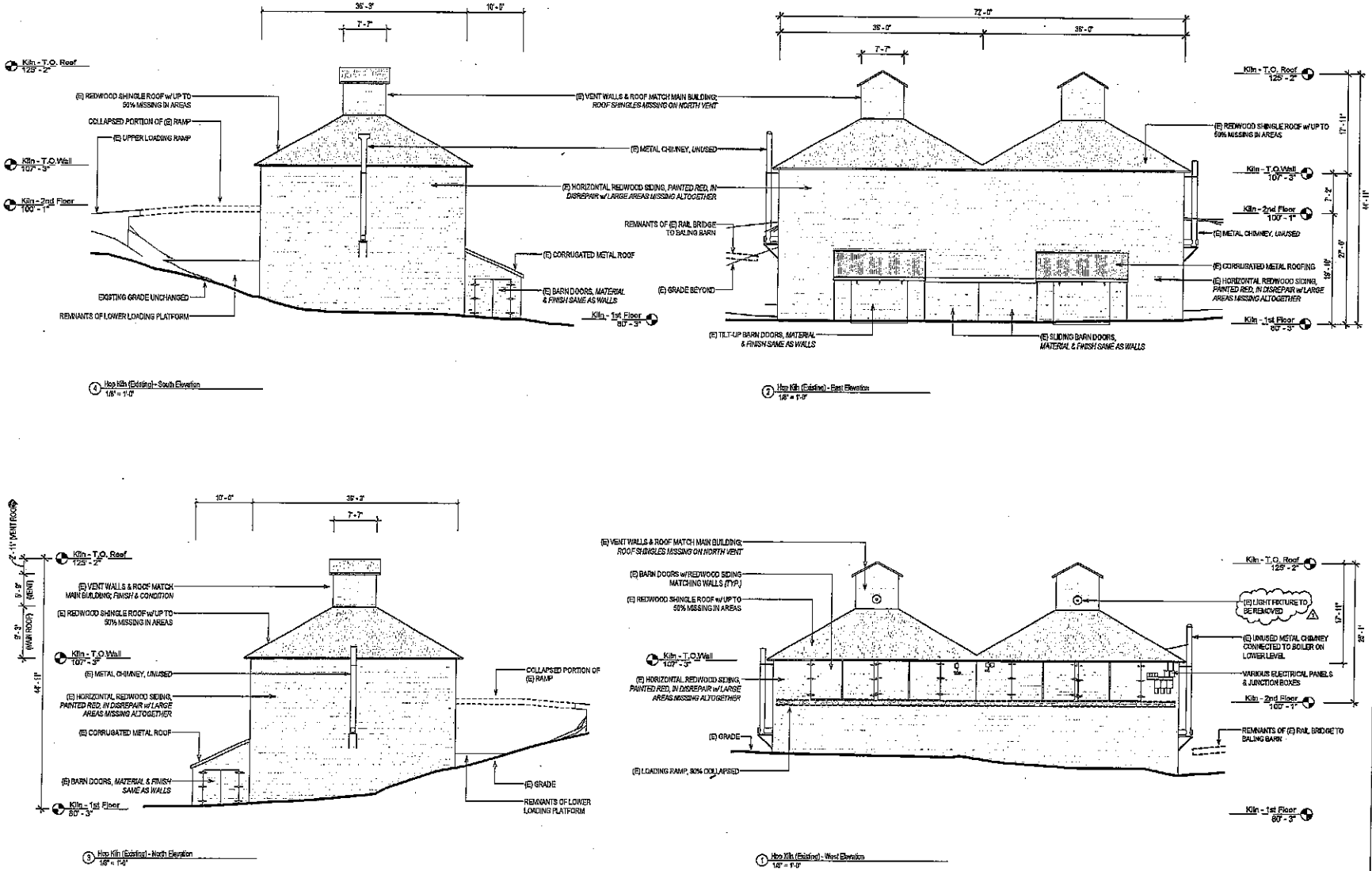
New Winery Floor Plans

A1.12



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Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15

Print Date: 4/16/2016 11:32:51 AM
Drawn by: LB
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Scale: 1/8" = 1'-0"

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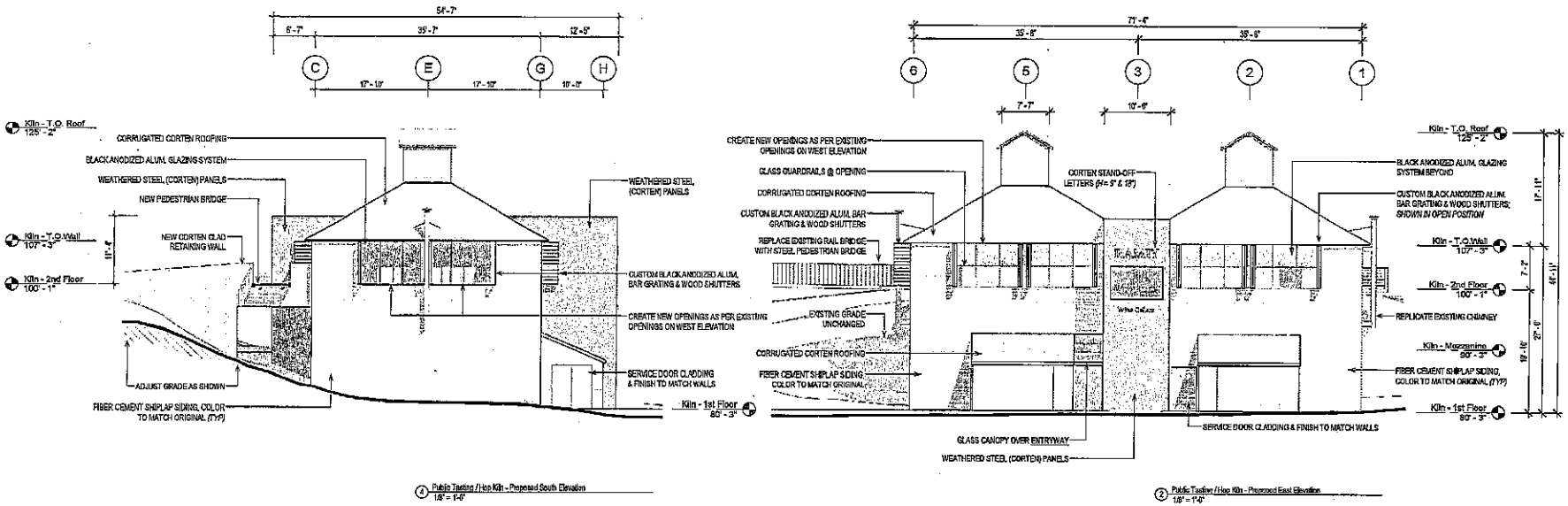
Hop Kiln Elevations (Existing)

A2.00

EXHIBIT P



LUNDBERGDESIGN
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Rev. #	Description	Date

Print Date: 4/19/2016 11:03:10 AM
Drawn By: LD
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Scale: 1/8" = 1'-0"

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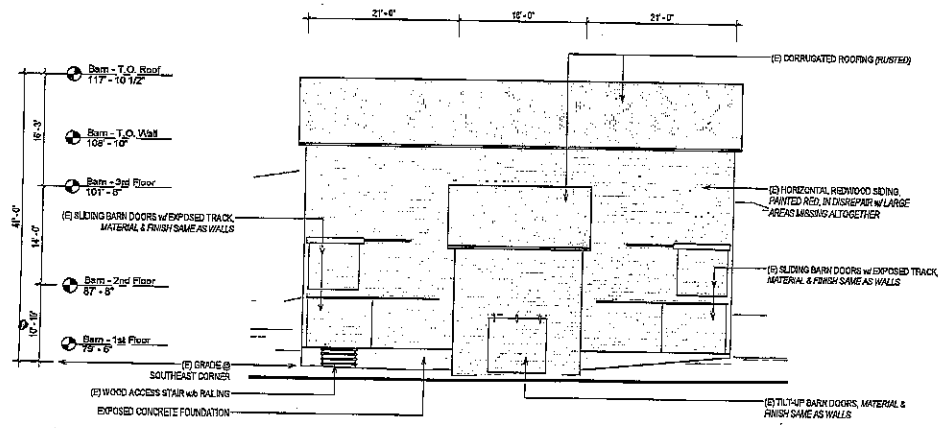
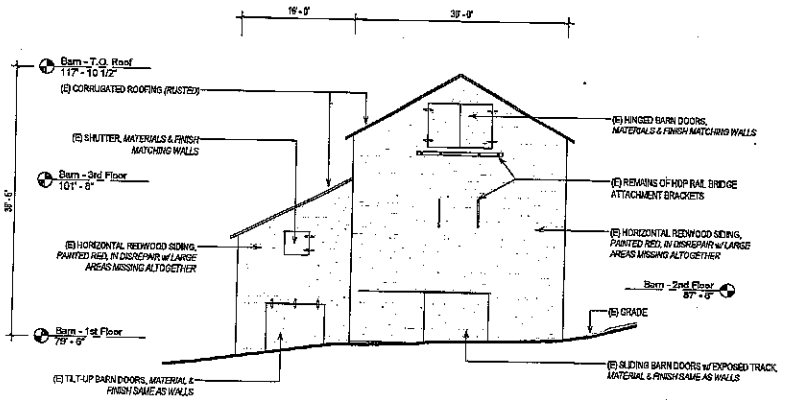
Public Tasting / Hop Kiln Elevations (Proposed)

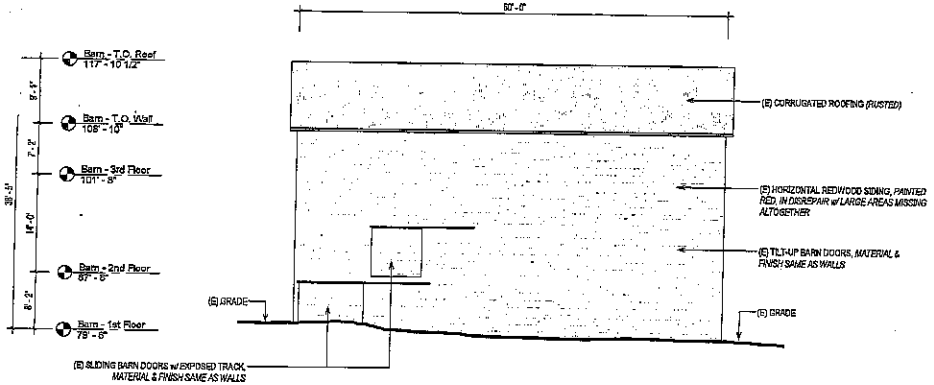
A2.01



4 Baling Barn (Existing) - East Elevation
1/8" = 1'-0"



2 Baling Barn (Existing) - North Elevation
1/8" = 1'-0"



3 Baling Barn (Existing) - West Elevation
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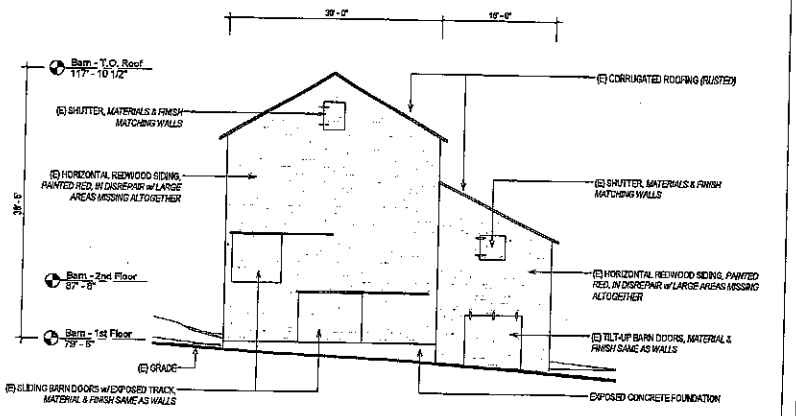

1 Baling Barn (Existing) - South Elevation
1/8" = 1'-0"

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Print Date: 4/18/2016 11:33:12 AM
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Scale: 1/8" = 1'-0"

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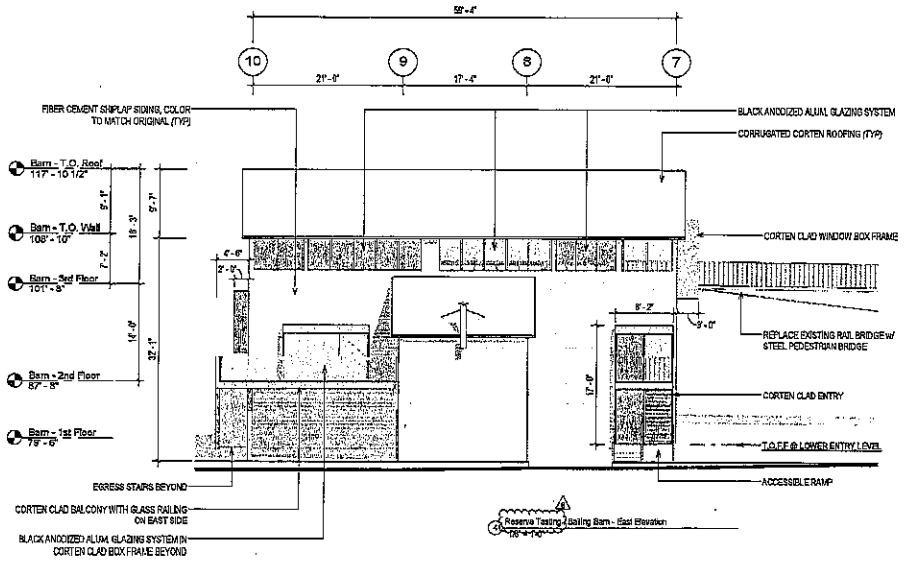
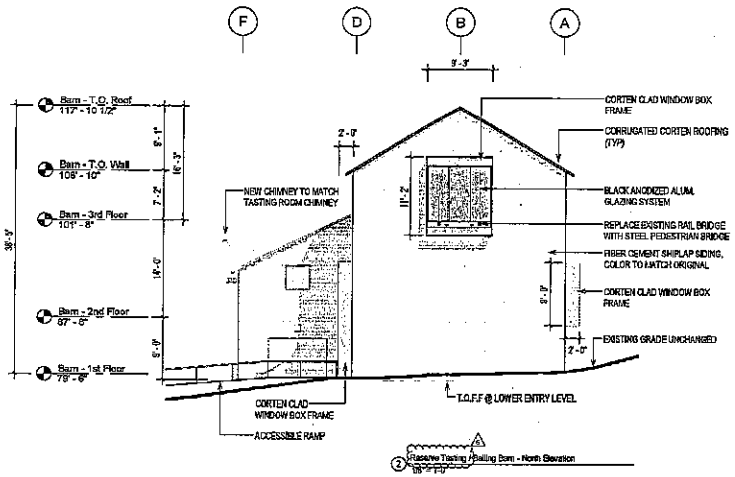
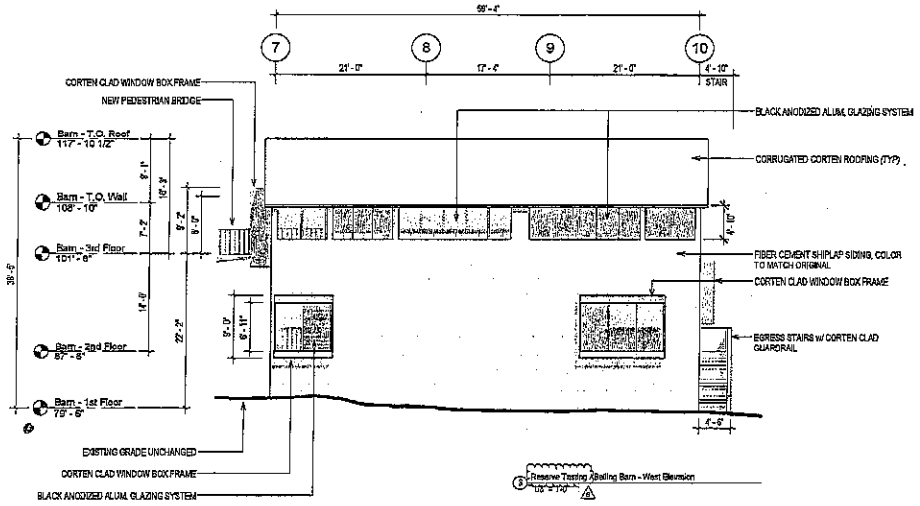
Baling Barn Elevations (Existing)

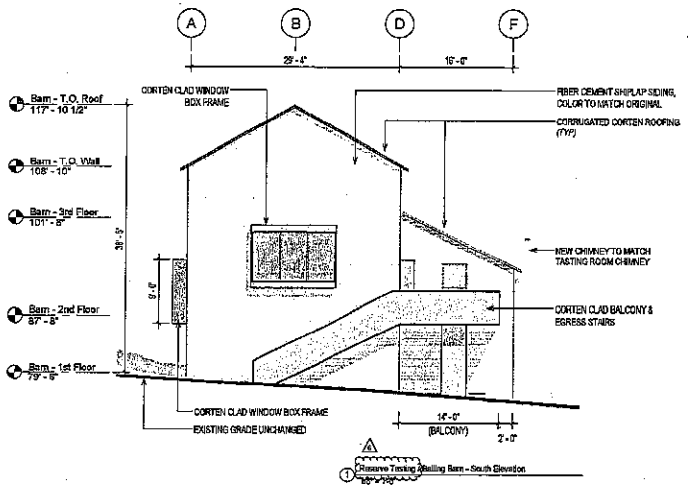
A2.02

EXHIBIT Q









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Issued Revisions

Rev. #	Description	Date
4	Design Review Modifications	09.24.17

Print Date: 9/24/2017 1:52 PM
Drawn By: LB
Checked By: TCL
Scale: 1/8" = 1'-0"

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Reserve Tasting / Baling Barn Elevations (Proposed)

A2.03

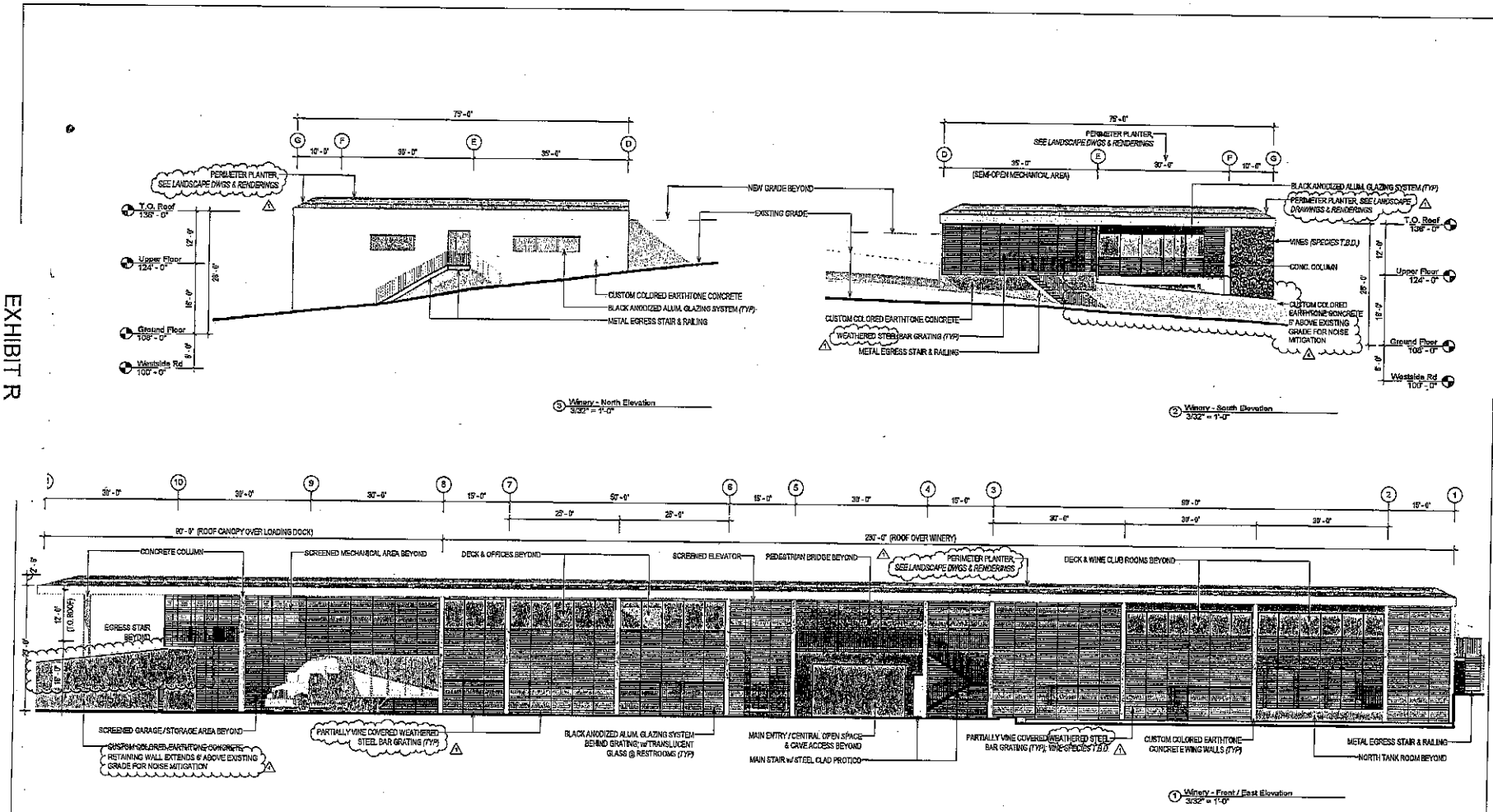

EXHIBIT R

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Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15
4	Noise Mitigation Modifications	08.16.17

Print Date: 8/16/2017 4:19 PM
Drawn By: LD
Checked By: TCL
Scale: 3/32" = 1'-0"

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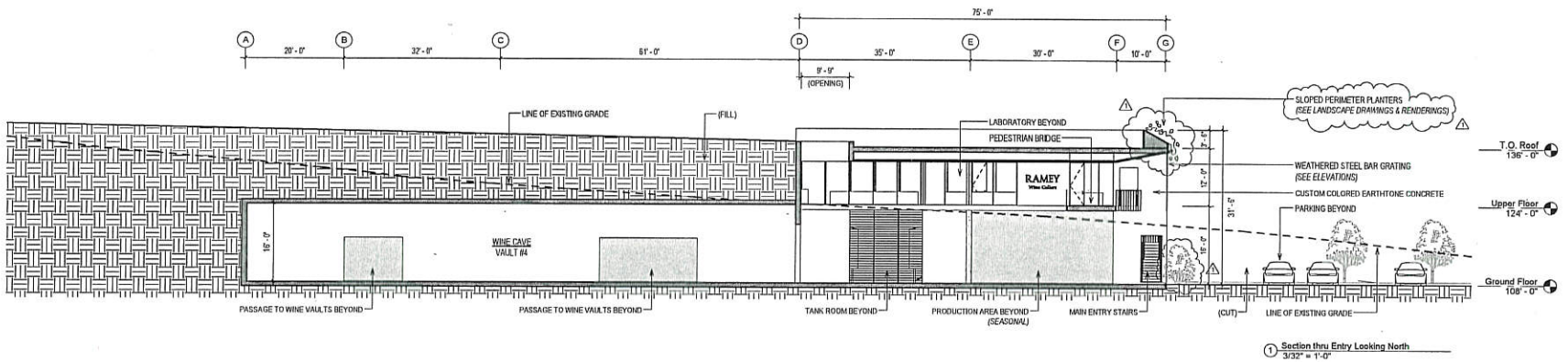
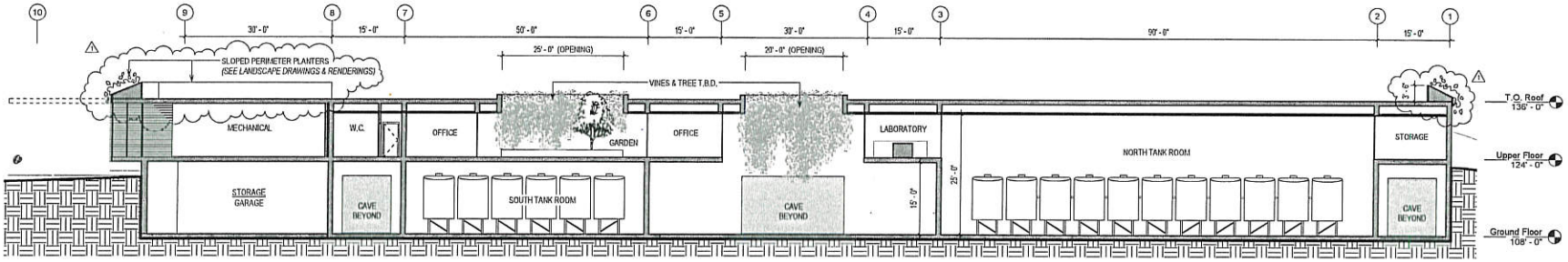
New Winery Elevations

A2.04



1 Section thru Entry Looking North
3/32" = 1'-0"



2 Section @ Tank Rooms & Garden
3/32" = 1'-0"

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Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15

Print Date: 4/16/2015 11:26:02 AM
Drawn By: LB
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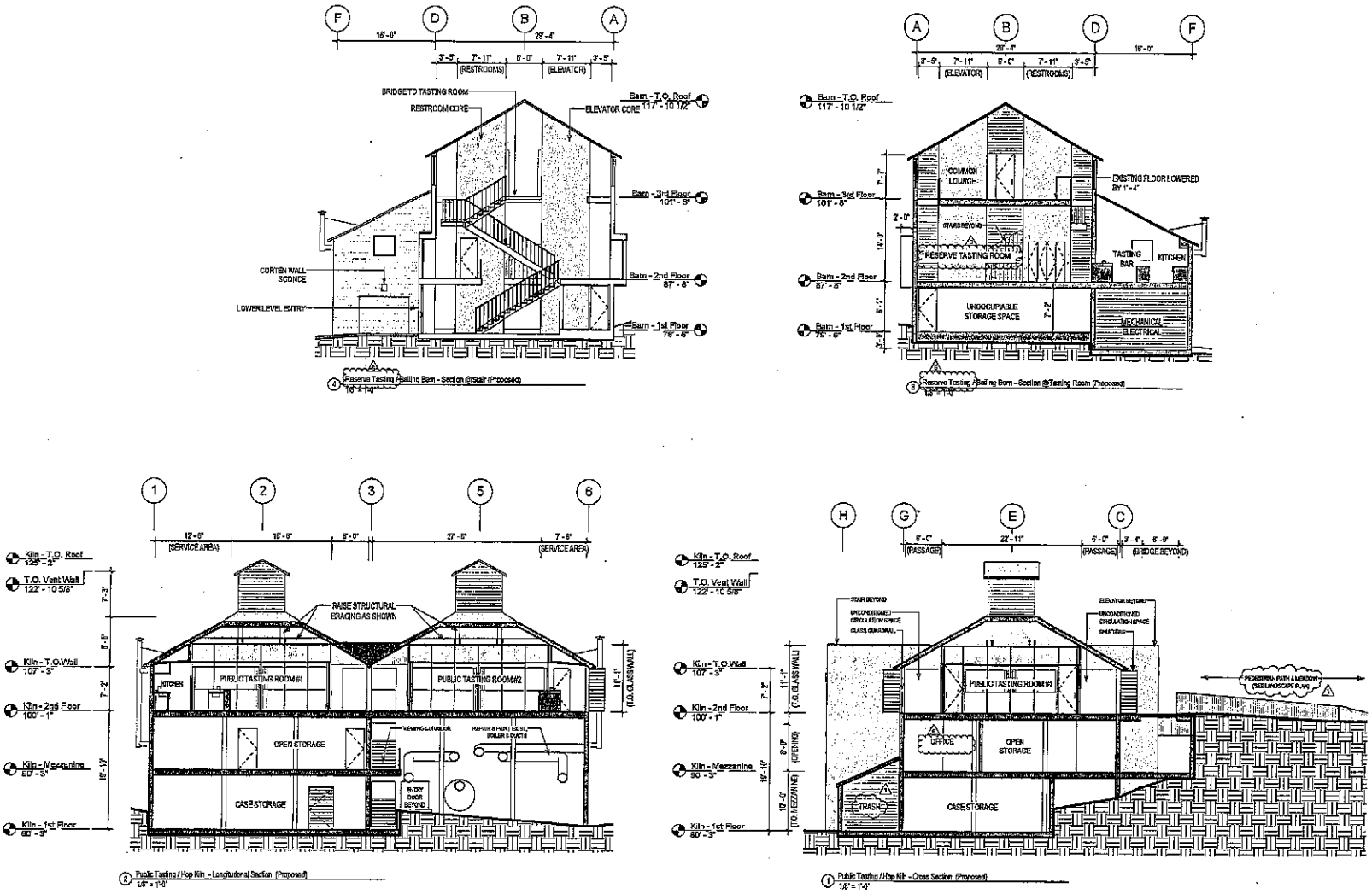
New Winery Sections

A3.01



LUNDBERG DESIGN
2620 THIRD STREET
SAN FRANCISCO CA 94107-3115
T 415.695.0110 F 415.695.0379

Ramey Winery

7097 Westside Road, Healdsburg, CA

LICENSED ARCHITECT THOMAS GULE CITY OF CALIFORNIA

Issued Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.10.15
6	Design Review Modifications	06.24.17

Print Date: 8/24/2017 1:52 PM
Drawn By: LB
Checked By: TDL
Scale: 1/8" = 1'-0"

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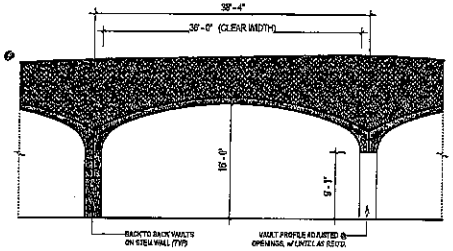
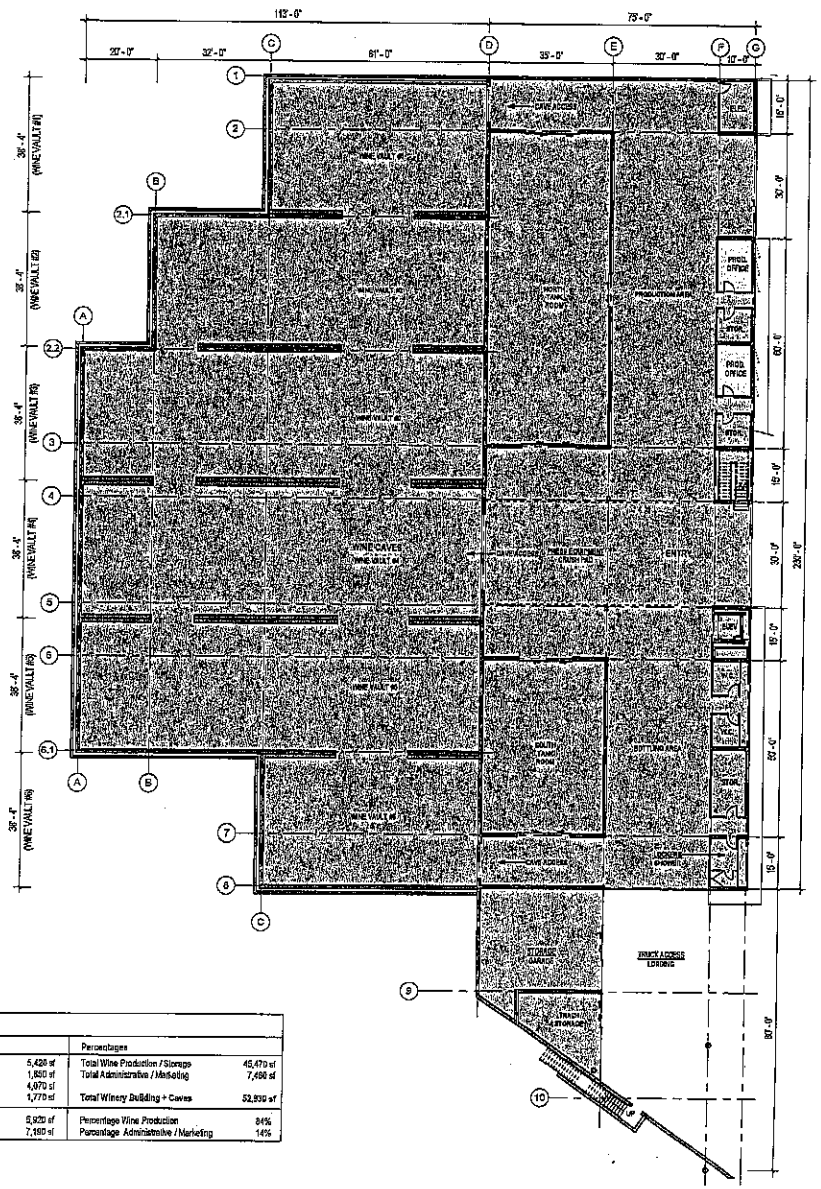
Tasting KILN & BARN Sections (Proposed)

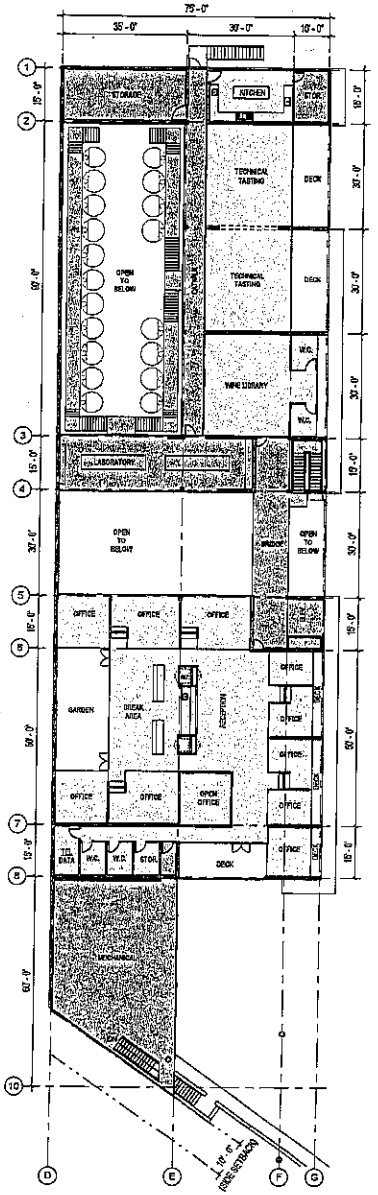
A3.00



3 Precast Vault Caves
1/8" = 1'-0"



2 1st Floor Plan - Area Calcs
1/16" = 1'-0"



1 2nd Floor Plan - Area Calcs
1/16" = 1'-0"

WINERY AREA CALCULATIONS					
Ground Floor		**Upper Floor**		**Percentages**	
Cases	20,726 sf	Administrative Offices	5,428 sf	Total Wine Production / Storage	45,470 sf
Production *	18,630 sf	Mechanical Area	1,800 sf	Total Administrative / Marketing	7,466 sf
Production Offices	276 sf	Wine Production **	4,970 sf		
		Marketing Area	1,770 sf	**Total Winery Building + Caves**	52,936 sf
Sub-Total (Production)	39,580 sf	Sub-Total (Production)	6,920 sf	Percentage Wine Production	84%
Sub-Total (Administrative)	276 sf	Sub-Total (Admin / Mktg)	7,190 sf	Percentage Administrative / Marketing	14%

* *Includes tank rooms, restrooms & locker room*
** *Includes general circulation areas*

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Rainey Winery

7097 Westside Road
Healdsburg, CA

LICENSED ARCHITECT
THOMAS DUE
C-26012
STATE OF CALIFORNIA

Issued Revisions

Rev. #	Description	Date

Print Date: 9/26/2017 9:26:15 AM
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Winery Area Calculations

A1.13

EXHIBIT S

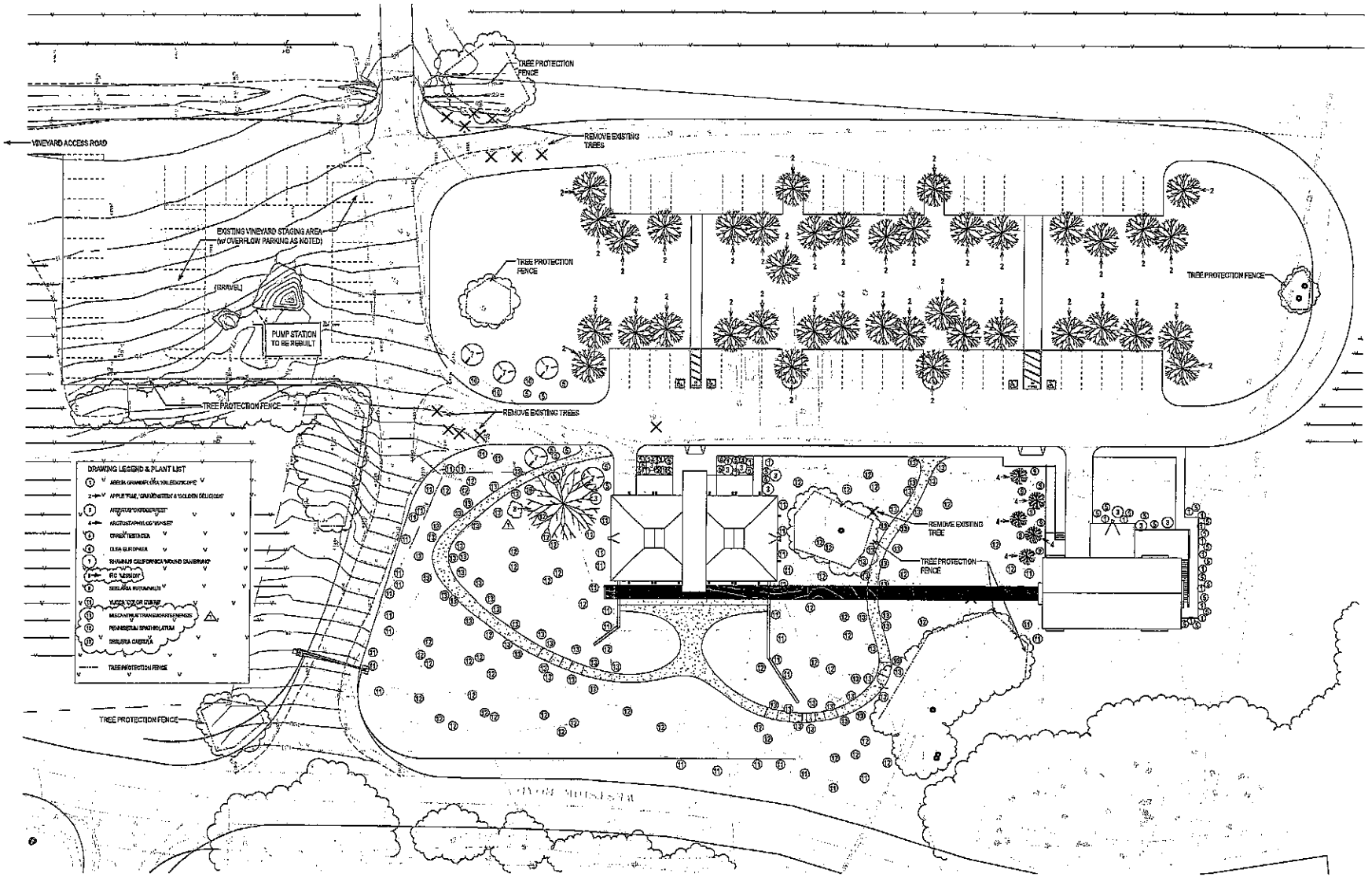

EXHIBIT T

LUNDBERG DESIGN
2620 THIRD STREET
SAN FRANCISCO CA 94107-3115
T 415.695.0110 F 415.695.0379

Ramey Winery

7007 Westside Road, Healdsburg, CA

NORTH ARROW THIS SHEET

LICENSED ARCHITECT — STATE OF CALIFORNIA

Issued Revisions		
Rev. #	Description	Date
1	Design Review Modifications	04.15.15

Print Date:	4/16/2015 11:34:51 AM
Drawn By:	LB
Checked By:	TOL
Scale:	1" = 20'-0"

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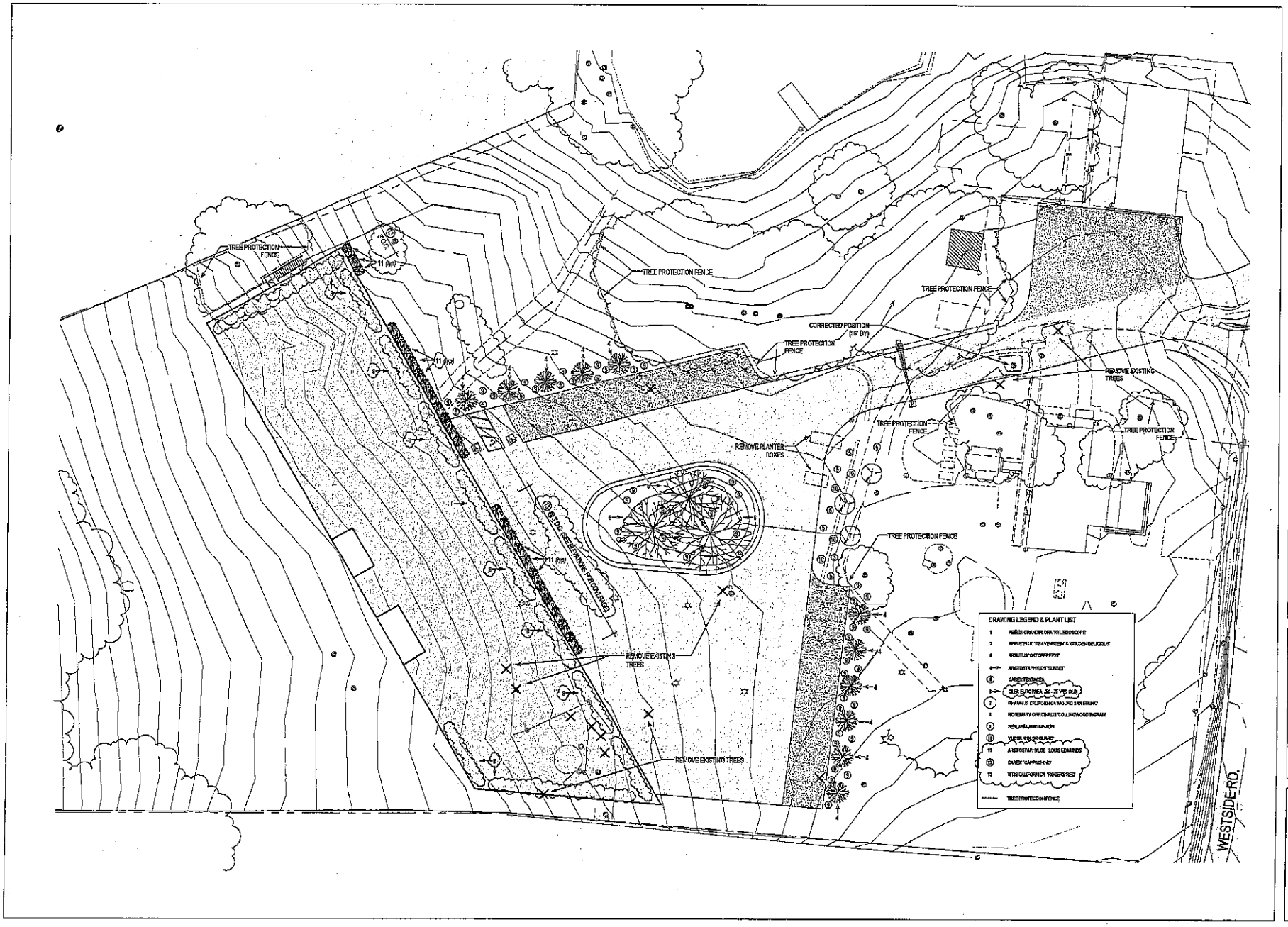
East Landscape Plan (Proposed)

L1



LUNDBERG DESIGN

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Ramey Winery

7097 Westside Road
Healdsburg, CA

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LICENSED ARCHITECT
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STATE OF CALIFORNIA

Issued Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15

Print Date: 4/16/2015 11:26:59 AM
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Scale: 1" = 20'-0"

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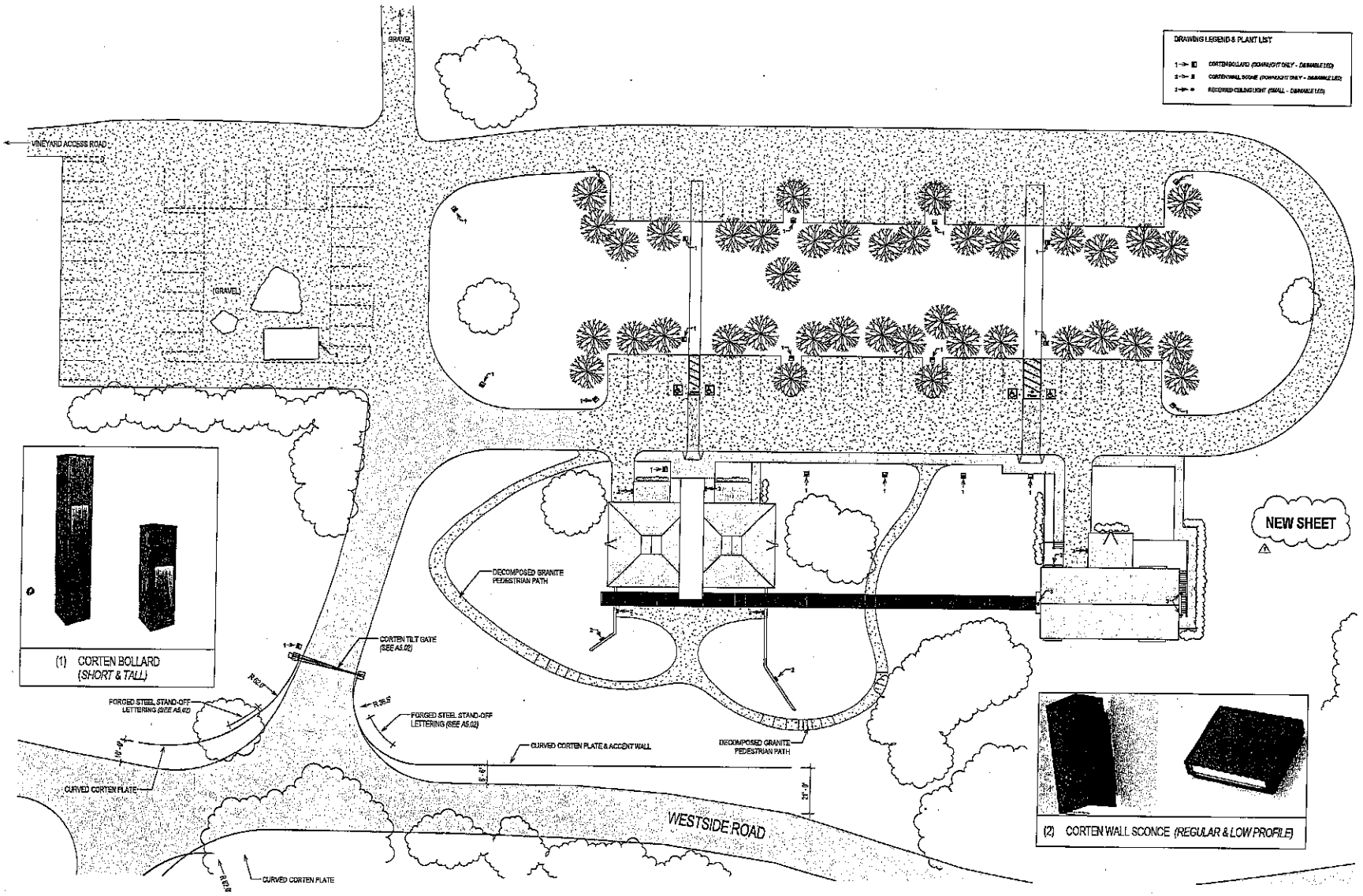
WEST Landscape Plan (Proposed)

L2



LUNDBERGDESIGN
2620 THIRD STREET
SAN FRANCISCO CA 94107-3115
T 415.695.0110 F 415.695.0379

Ramey Winery

7097 Westside Road, Healdsburg, CA

LICENSED ARCHITECT THOMAS OLLE LUNDBERG 13512 STATE OF CALIFORNIA

Issued Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15

Print Date: 4/16/2015 11:33:45 AM
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Scale: 1" = 20'-0"

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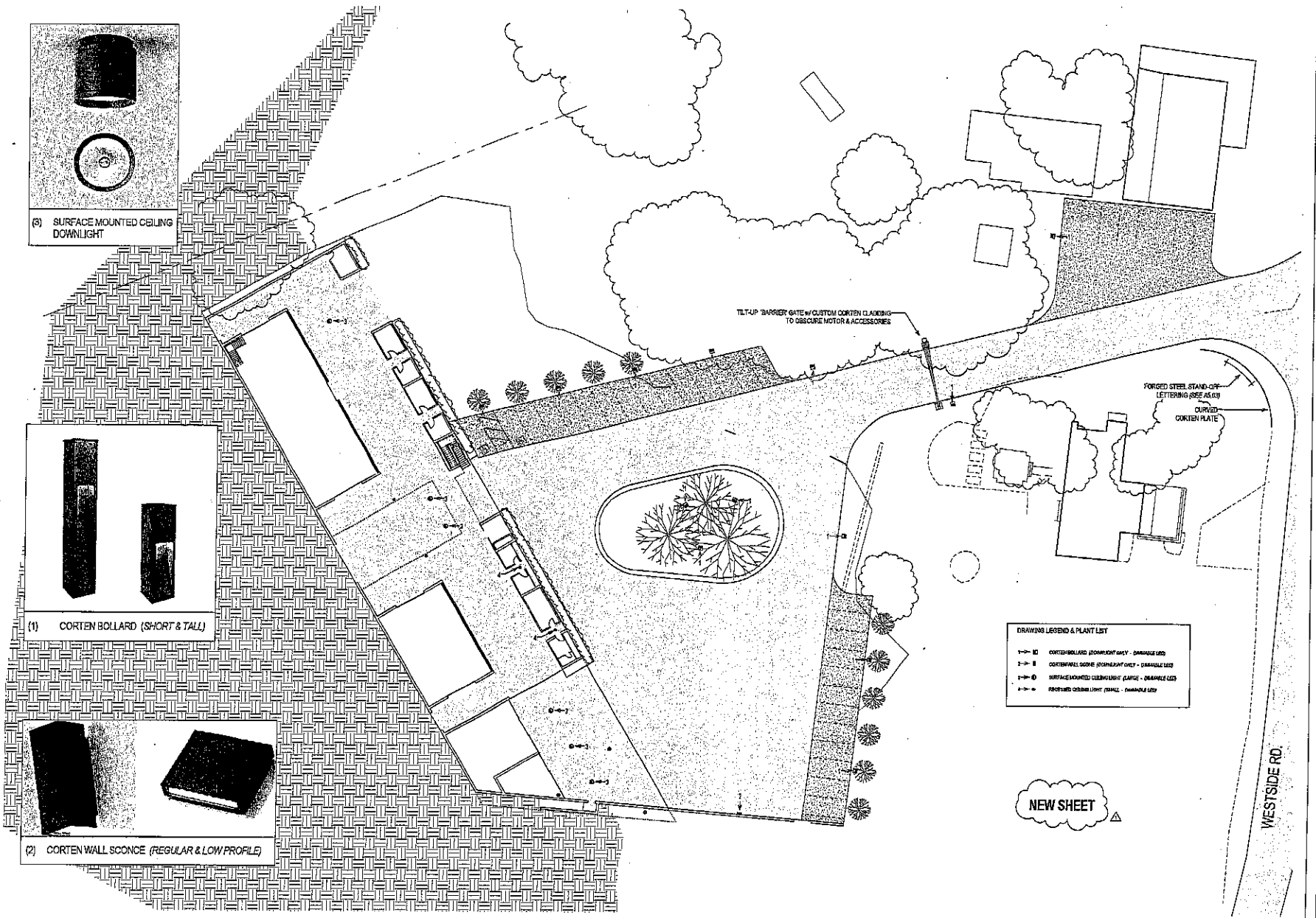
Signage & Ext. Lighting Plan (East Side)

A5.00



LUNDBERG DESIGN
2620 THIRD STREET
SAN FRANCISCO CA 94107-3115
T 415.695.0110 F 415.695.0379

Raney Winery

7097 Westside Road
Healdsburg, CA

NORTH ARROW THIS SHEET

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THOMAS OLLE
STATE OF CALIFORNIA

Issued Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15

Plot Date: 4/16/2015 11:26:16 AM
Drawn By: LD
Checked by: TOL
Scale: 1" = 20'-0"

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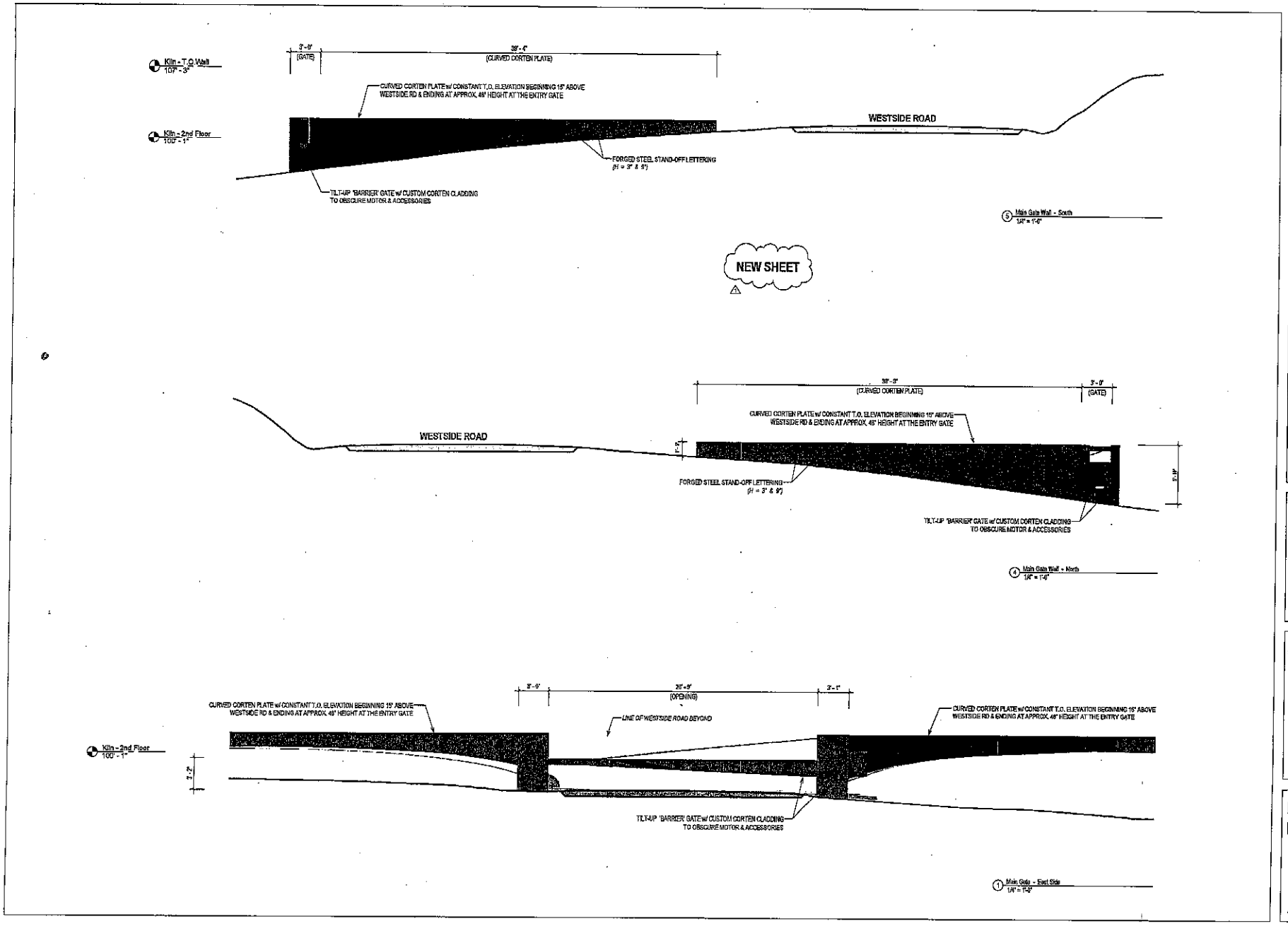
Signage & Ext. Lighting Plan (West Side)

A5.01



LUNDBERG DESIGN
2620 THIRD STREET
SAN FRANCISCO CA 94107-3115
T 415.695.0110 F 415.695.0379

Ramey Winery

7097 Westside Road, Healdsburg, CA

LICENSED ARCHITECT
THOMAS OLLE TOMBERG
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Issued Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.16

Print Date: 4/18/2016 11:33:57 AM
Drawn By: Author
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Scale: 1/4" = 1'-0"

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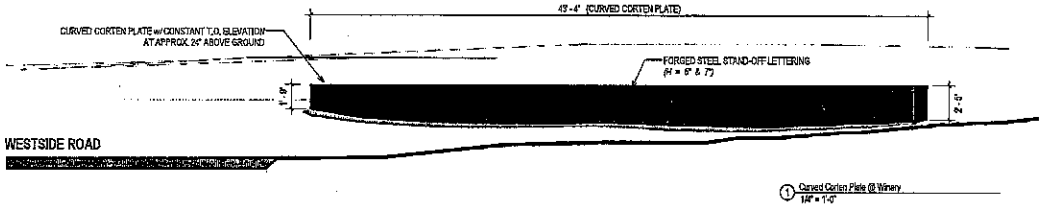
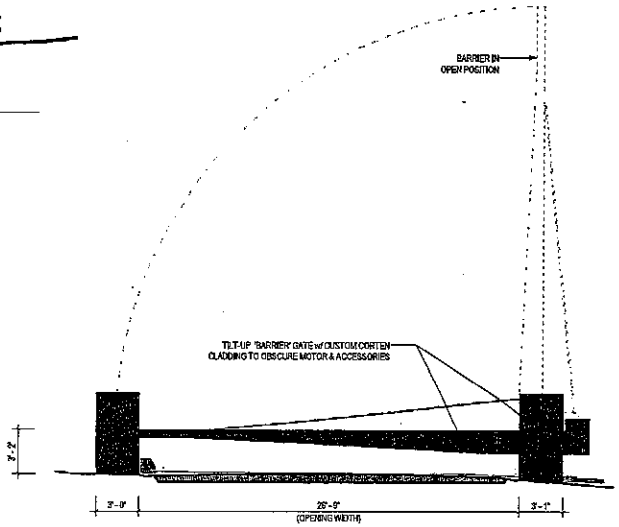
Landscape Elements & Gates

A5.02

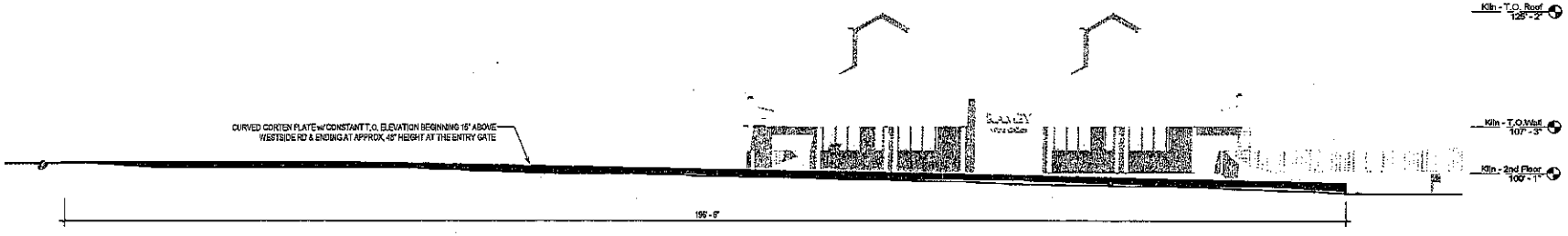


1 Carved Corten Plate @ Winery
1/4" = 1'-0"



2 Winery Gate
1/8" = 1'-0"

NEW SHEET



3 Corten Accent Wall along Westside Road - Looking East
1/8" = 1'-0"

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2620 THIRD STREET
SAN FRANCISCO CA 94107-3115
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Ramey Winery

7097 Westside Road, Healdsburg, CA

LICENSED ARCHITECT
THOMAS GILE
No. C-26412
REGISTERED
STATE OF CALIFORNIA

Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15

Plot Date: 4/16/2015 11:24:09 AM
Drawn by: Author
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Scale: As Indicated

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Landscape Elements & Gates

A5.03

Adobe
Associates, Inc.
Civil Engineering,
Land Surveying &
Land Development
Services

July 13, 2015

RECEIVED
JUL 15 2015
PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT
COUNTY OF SONOMA

Sonoma County PRMD
2550 Ventura Avenue
Santa Rosa, CA 95403

Att: Traci Tesconi

Re: Ramey Winery, UPE14-0008

Dear Traci:

This letter follows up my emails to you about the sight distance requirements for the entrance to Westside Road from the property on the west side of the Road (APN 110-240-040). The existing driveway does not meet safe sight distance requirements as outlined in Caltrans Design Manual. Based upon a design speed of 35 mph the stopping site distance required is 250 feet. The attached Exhibits show the grading necessary to provide the required safe sight distance for this existing entrance proposed landscaping to restore that area to provide an enhanced vegetative buffer to onsite improvements. Whether the existing driveway is used for the existing residential use or a new proposed commercial use this driveway is not safe and should be improved. I trust this information will be of assistance as you plan on processing the Use Permit application. Please let me know if you need any additional information.

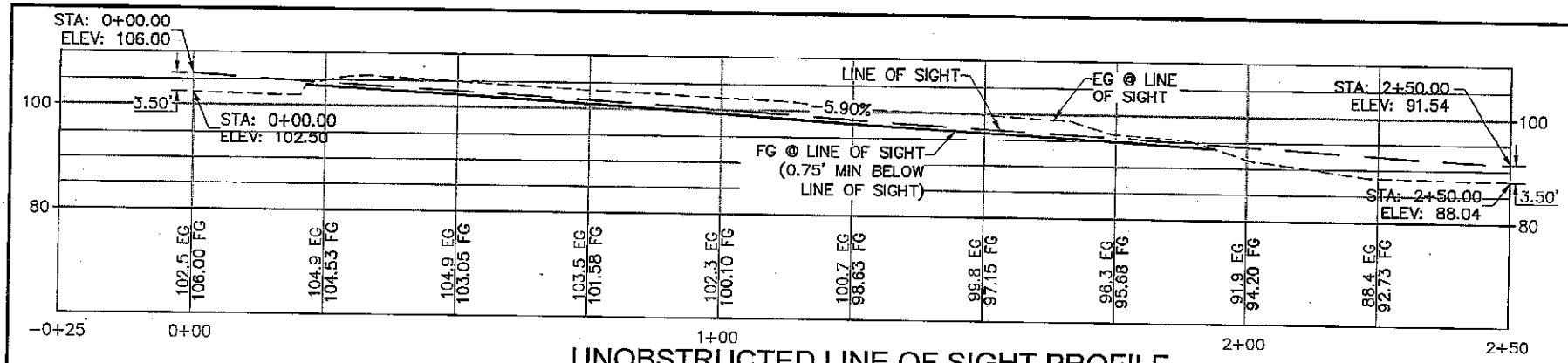
Very truly,

REGISTERED PROFESSIONAL ENGINEER
DAVID RALSTON BROWN
No. C 41833
Exp. 03-31-16
CIVIL
STATE OF CALIFORNIA

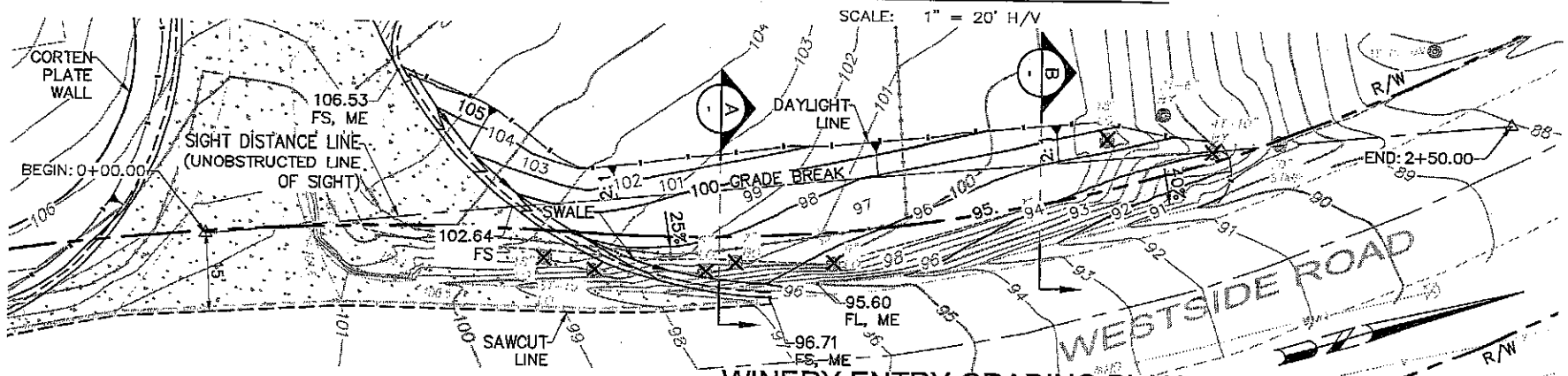
David R. Brown, RCE 41833
My license expires 3/31/2016

cc David Ramey, Owner/Applicant

1220
North Dutton Ave.
Santa Rosa,
California
95401
707 541 2300
707 541 2301 - Fax
www.adobeinc.com



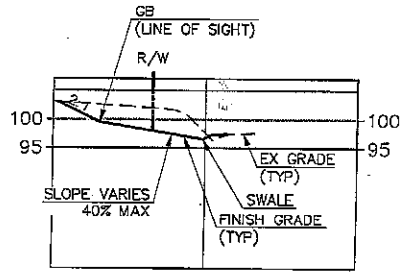
UNOBSTRUCTED LINE OF SIGHT PROFILE



WINERY ENTRY GRADING PLAN

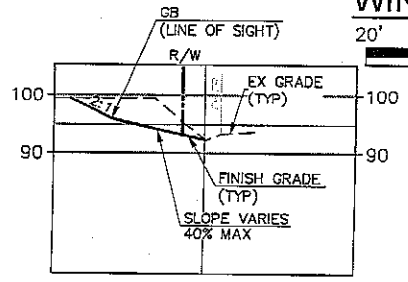
20' 10' 0 10' 20' 40' 60'

Graphic Scale: 1" = 20'



A SECTION

SCALE: 1" = 20' H/V



B SECTION

SCALE: 1" = 20' H/V

PAVING LEGEND:

AC OVER CL II AB

CONC OVER CL II AB

DEMOLITION TABLE:

REMOVE EX TREE 7 EA

June 26, 2017

WINERY ENTRY GRADING PLAN

RAMEY WINERY
7079 Westside Rd, Healdsburg, CA

adobe associates, inc.
civil engineering | land surveying | wastewater
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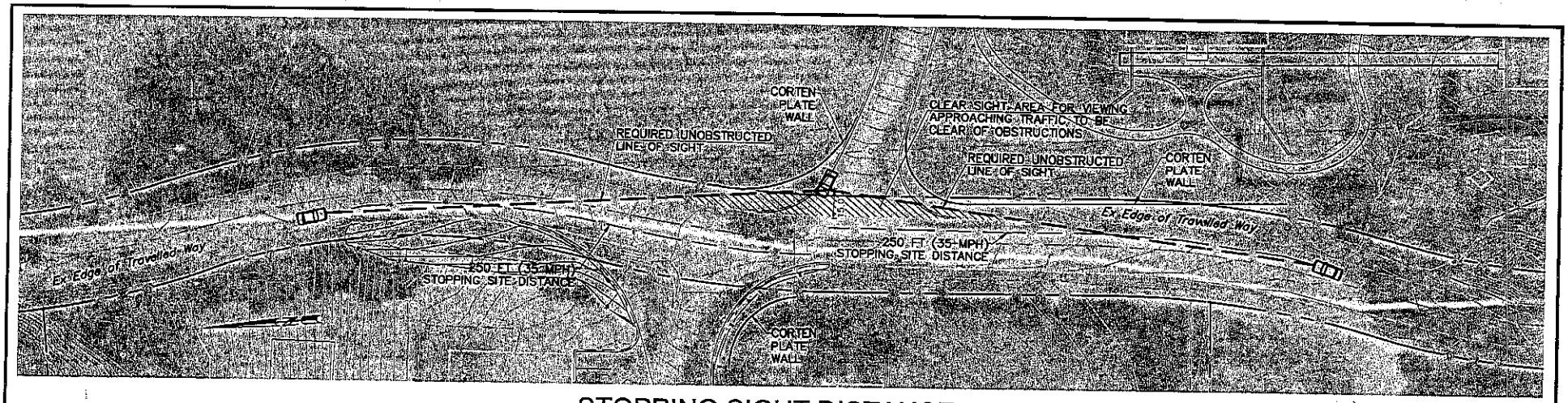
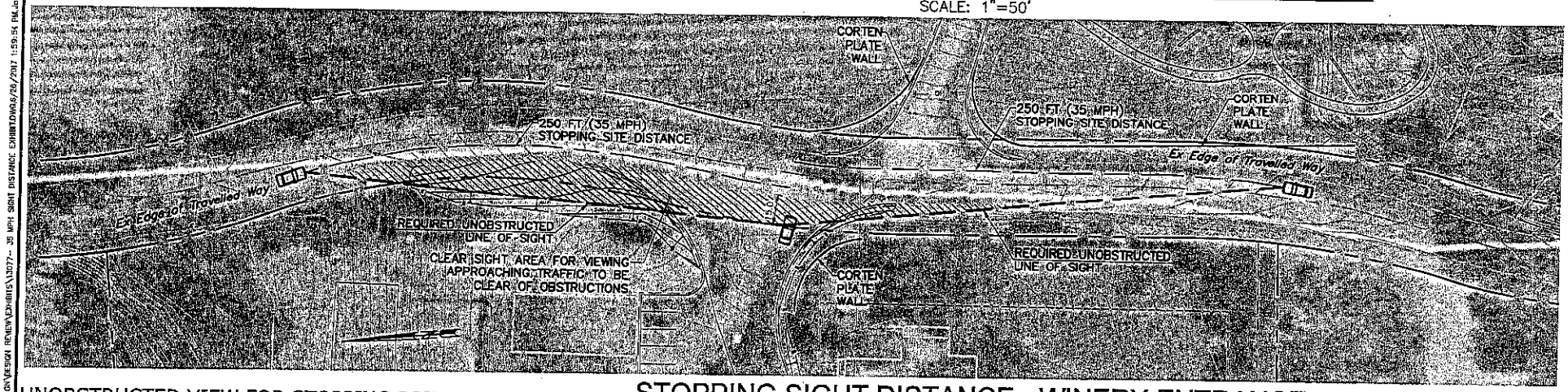
Ref: I:\2013 PROJECTS\13077\proj\ADOBE-DESIGN\DESIGN REVIEW\EXHIBITS\13077- WINERY ENTRY GRADING PLAN EXHIBIT.DWG,6/26/2017 10:52:24 PM,Joe Correll



STOPPING SIGHT DISTANCE - TASTING ROOM ENTRANCE

SCALE: 1"=50'



STOPPING SIGHT DISTANCE - WINERY ENTRANCE

SCALE: 1"=50'

UNOBSTRUCTED VIEW FOR STOPPING DISTANCE

+ DESIGN SPEED: 35 MPH (SEE W-TRANS TRAFFIC STUDY)
+ STOPPING DISTANCE: 250 FT
+ SETBACK FROM EDGE OF TRAVELED WAY: 15 FT
+ CLEAR LINE OF SIGHT SHALL BE ACHIEVED BY TRIMMING TREES AND SHAVING NORTHWEST HILLSIDE IF NECESSARY

PER A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, AASHTO (2010)

June 26, 2017

SIGHT DISTANCE EXHIBIT

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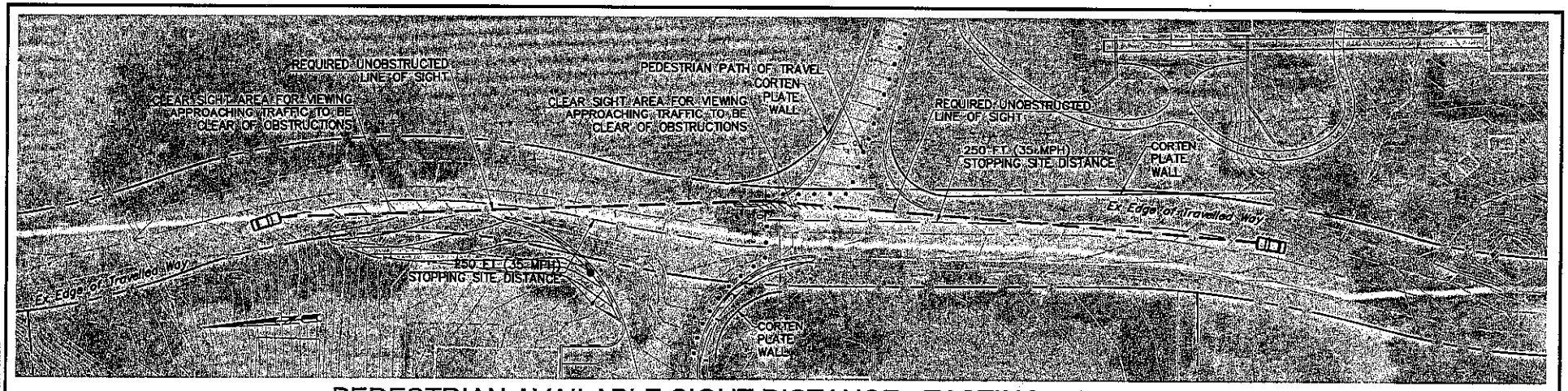
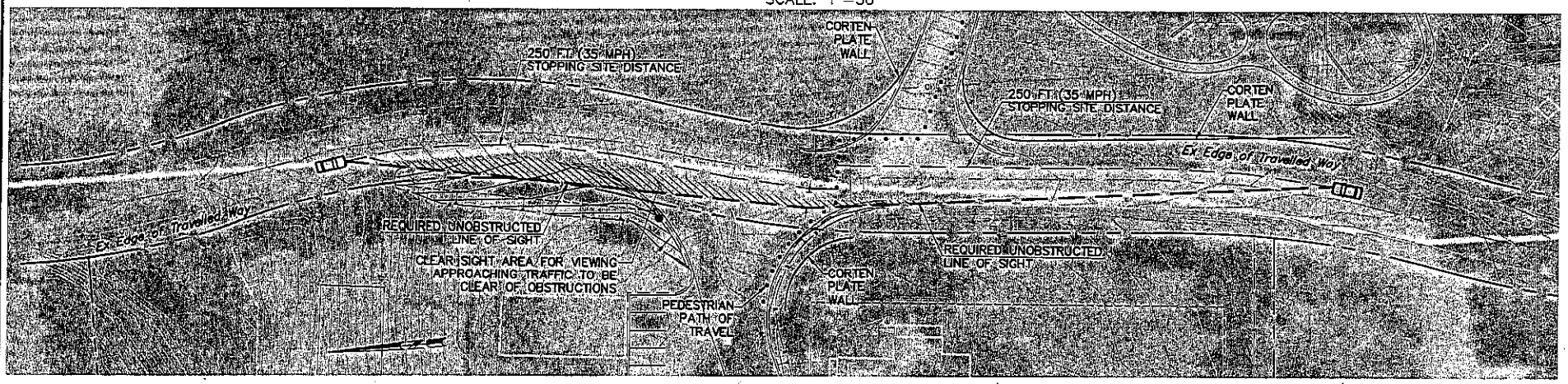
File:\\2013 PROJECTS\13077\DWG\ADOBE-DESIGN\DESIGN REVIEW\EXHIBITS\13077-- 35 MPH SIGHT DISTANCE EXHIBIT.DWG 6/26/2017 11:59:54 PM Jim Cornell



PEDESTRIAN AVAILABLE SIGHT DISTANCE - TASTING ROOM ENTRANCE

SCALE: 1"=50'



PEDESTRIAN AVAILABLE STOPPING SIGHT DISTANCE

WINERY ENTRANCE

SCALE: 1"=50'

UNOBSTRUCTED VIEW FOR STOPPING DISTANCE

+ DESIGN SPEED: 35 MPH (SEE W-TRANS TRAFFIC STUDY)
+ STOPPING DISTANCE: 250 FT
+ SETBACK FROM EDGE OF TRAVELED WAY: 5 FT
+ CLEAR LINE OF SIGHT SHALL BE ACHIEVED BY TRIMMING TREES AND SHAVING NORTHWEST HILLSIDE IF NECESSARY

PER A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, AASHTO (2010)

June 26, 2017

PEDESTRIAN AVAILABLE SIGHT DISTANCE EXHIBIT

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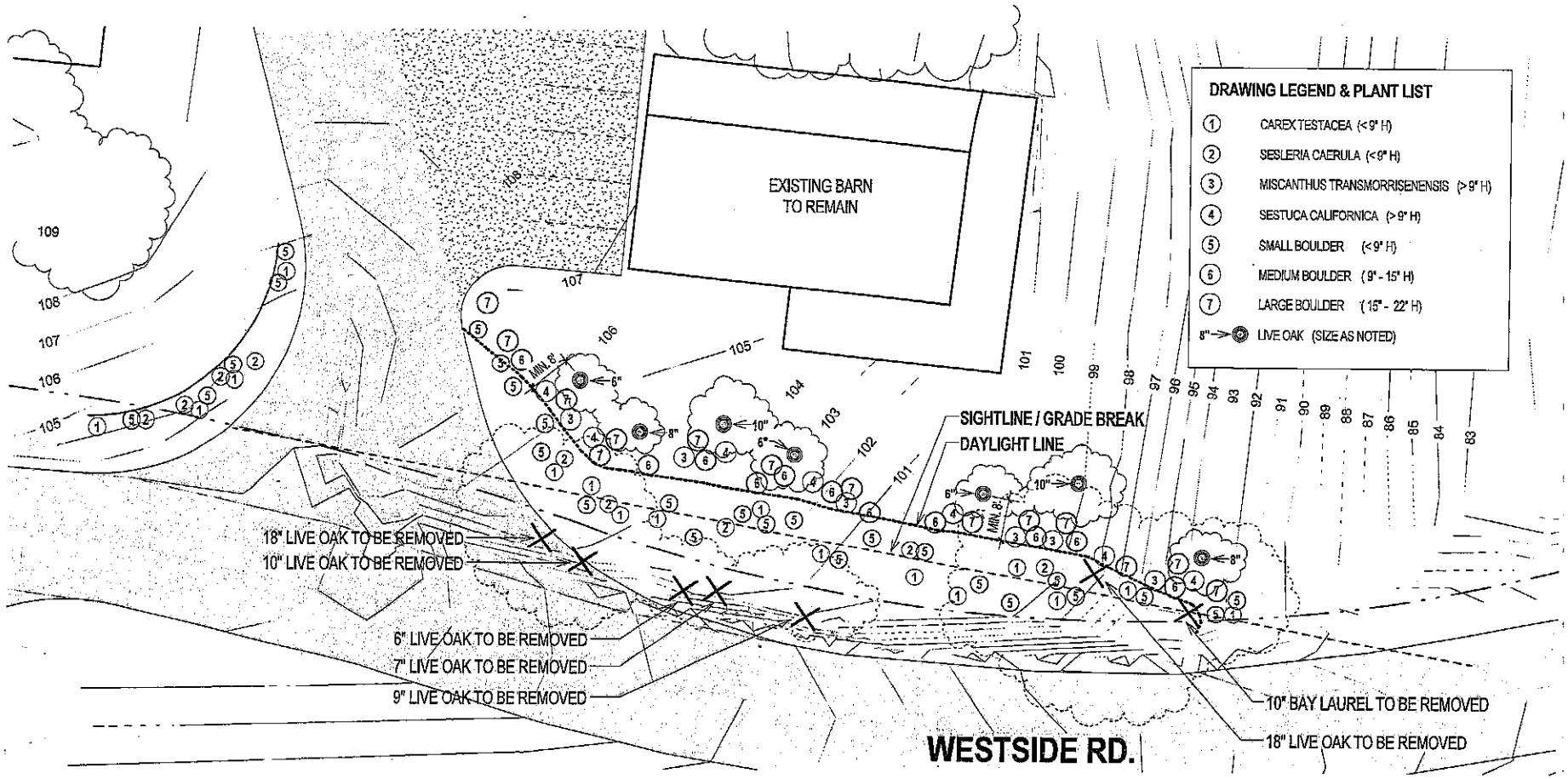
File:T:\2013_PROJECTS\13077\DWG\ADOBE-DESIGN\DESIGN REVIEW\EXHIBITS\13077- PEDESTRIAN AVAILABLE SIGHT DISTANCE EXHIBIT.DWG 6/26/2017 2:03:13 PM Joe Colwell



LUNDBERG

Winery Driveway - Sightlines

Ramey Winery

7097 Westside Road Healdsburg, CA

Date: 05/11/15

Scale: 1" = 20'-0"

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Rev #	Description	Date
1	Design Review Modifications	04.15.15

Sheet No.: **ASK-01**

September 13, 2017

Mr. David Ramey
Ramey Vineyards LLC
P.O. Box 788
Healdsburg, CA 95448

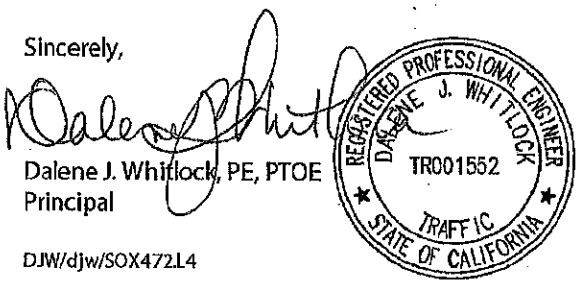
Addendum No. 2 to the Traffic Study for the Ramey Winery Project

Dear Mr. Ramey;

We have again reviewed the sight distance analysis performed for your project. As stated in the "Traffic Study for the Ramey Winery Project," March 10, 2016, 250 feet of sight distance is needed to the north to provide adequate visibility for oncoming drivers to react to and stop for traffic exiting the project driveway on the westerly side of Westside Road. Upon constructing the improvements proposed, which will increase sight lines to the north to at least 250 feet, sight lines will be adequate to allow safe operation of the driveway under the conditions evaluated. For the east side driveway serving the proposed tasting rooms, the 400-foot sight distance requirement can be met under existing conditions upon removal of the existing Westside Farms sign.

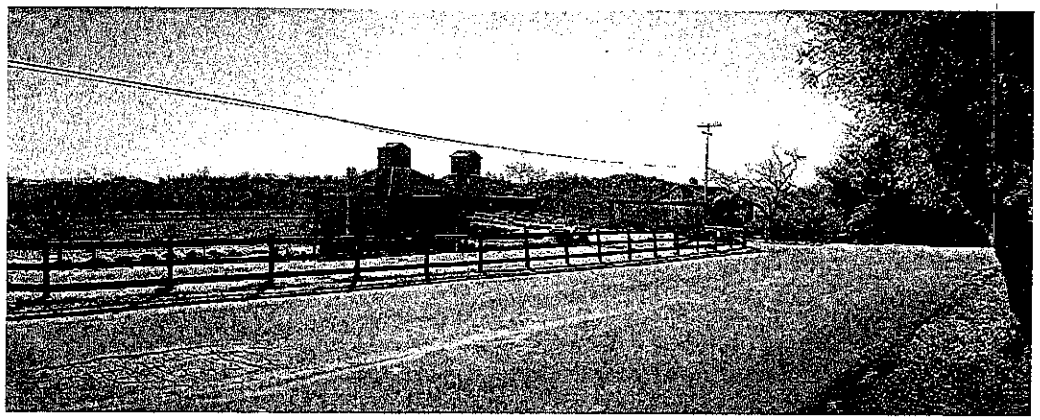
Feel free to contact me if you have any questions or comments. Thank you for allowing us to provide these services.

Sincerely,

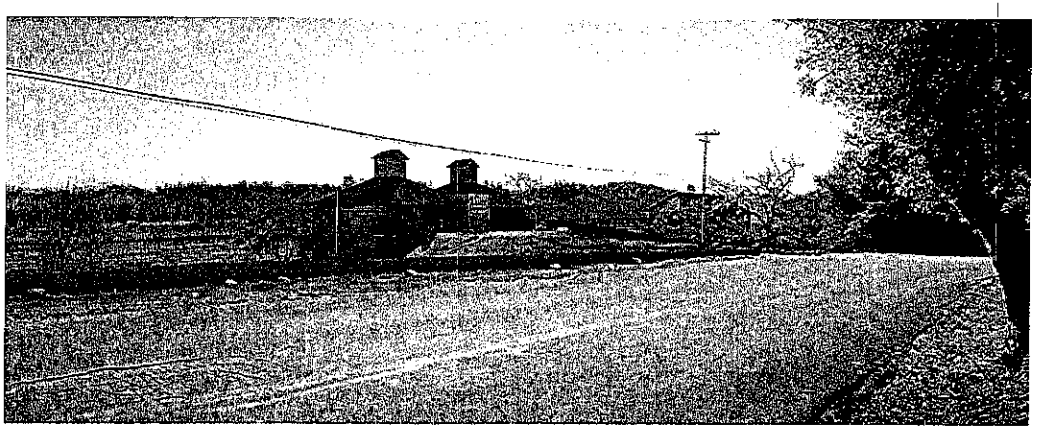


Dalene J. Whitlock, PE, PTOE
Principal

DJW/djw/SOX472.L4



View Approaching from the North / Healdsburg - Existing Hop Kiln & Baling Barn



View Approaching from the North / Healdsburg - Proposed Public Tasting Room with Barn Doors Open

FOREGROUND RE-DESIGNED AS PER DESIGN REVIEW COMMENTS & RESPONSE

EXHIBIT V

LUNDBERG DESIGN
2620 THIRD STREET
SAN FRANCISCO CA 94107-3115
T 415.695.0110 F 415.695.0379

Ramey Winery

7077 West Road, Healdsburg, CA

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STATE OF CALIFORNIA

Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15

Print Date: 4/18/2015 11:34:12 AM
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Checked By: TOL
Scale:

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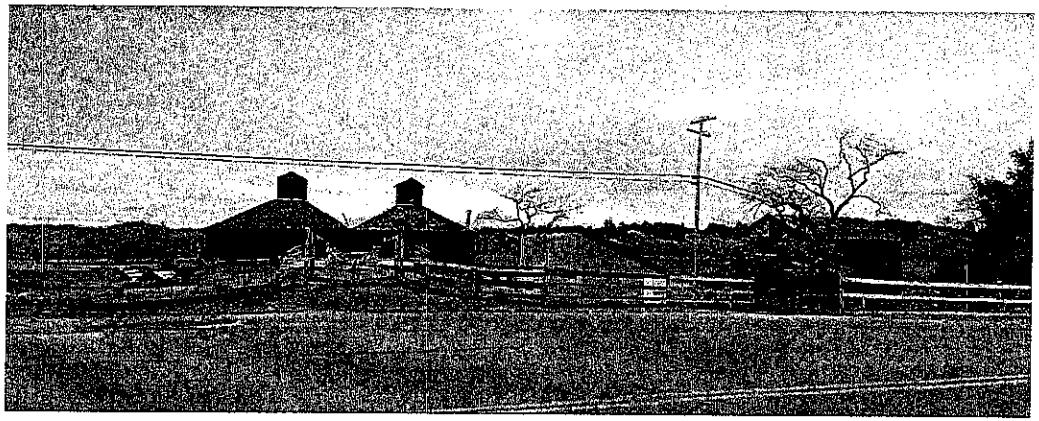
Photomontage View from the North

A10.00



View from Westside Road looking East - Existing Hop Kiln & Baling Barn

View from Westside Road looking East - Proposed Public Tasting Room with Barn Doors Open

FOREGROUND RE-DESIGNED AS PER DESIGN REVIEW COMMENTS & RESPONSE

LUNDBERG DESIGN
2820 THIRD STREET
SAN FRANCISCO CA 94107-3115
T 415.695.0110 F 415.695.0379

Ramey Winery

7097 Westside Road, Healdsburg, CA

LICENSED ARCHITECT
THOMAS DILLE
STATE OF CALIFORNIA

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1	Design Review Modifications	04.15.15

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Checked By: TOL
Scale:

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Photomontage View from the West

A10.01

View Approaching from the South - Existing Hop Kiln & Baling Barn

View Approaching from the South - Proposed Public Tasting Room with Barn Doors Open

FOREGROUND RE-DESIGNED AS PER DESIGN REVIEW COMMENTS & RESPONSE

LUNDBERG DESIGN
2620 THIRD STREET
SAN FRANCISCO CA 94107-3115
T 415.695.0110 F 415.695.0379

Ramey Winery

7097 Westside Road, Healdsburg, CA

LICENSED ARCHITECT
THOMAS OLEE LUNDBERG
STATE OF CALIFORNIA

Issued Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15

Plan Date: 4/15/2015 11:34:22 AM
Drawn By: LB
Checked By: TOL
Scale:

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Photomontage View from the South

A10.02

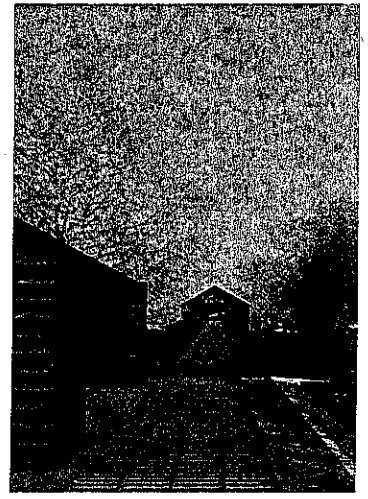
Remains of Old Trestle

3a

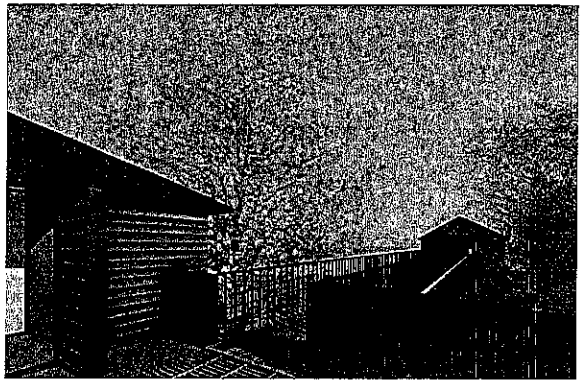
2a

1a

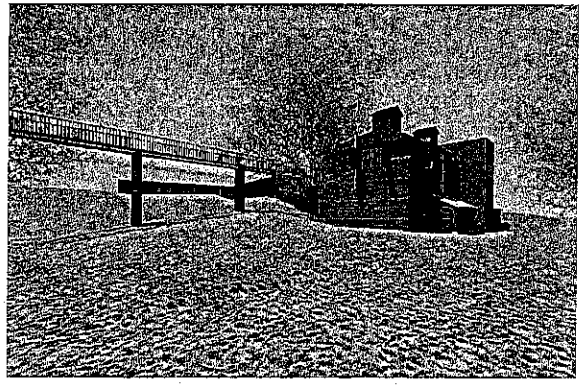
3b



2b



1b



Proposed Pedestrian 'Trestle' Bridge

LUNDBERG DESIGN
2620 THIRD STREET
SAN FRANCISCO CA 94107-3116
T 415.695.0110 F 415.695.0379

Ramey Winery

7097 Westside Road, Healdsburg, CA

LICENSED ARCHITECT
THOMAS OLLE
STATE OF CALIFORNIA

Issued Revisions

Rev. #	Description	Date

Print Date: 4/16/2015 11:34:28 AM
Drawn By: Author
Checked By: Checker
Scale: N.T.S.

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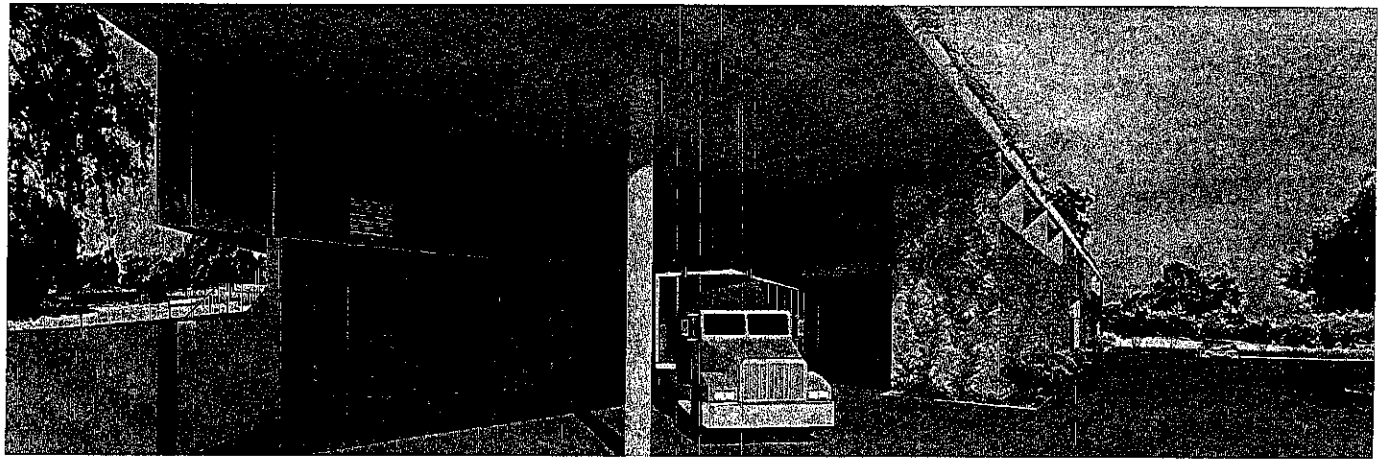
Old Trestle / Pedestrian Bridge Views

A10.03

View from Main Approach



View from Loading Dock

NEW SHEET

LUNDBERG DESIGN
2620 THIRD STREET
SAN FRANCISCO CA 94107-3115
T 415.695.0110 F 415.695.0379

Ramey Winery

7097 Westside Road
Healdsburg, CA

LICENSED ARCHITECT
THOMAS OLLE THORNBERG
C-27744
REGISTERED
STATE OF CALIFORNIA

Issued Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15

Print Date: 4/16/2015 1:20:19 PM
Drawn By: LB
Checked By: TDL
Scale: 1/2" = 1'-0"

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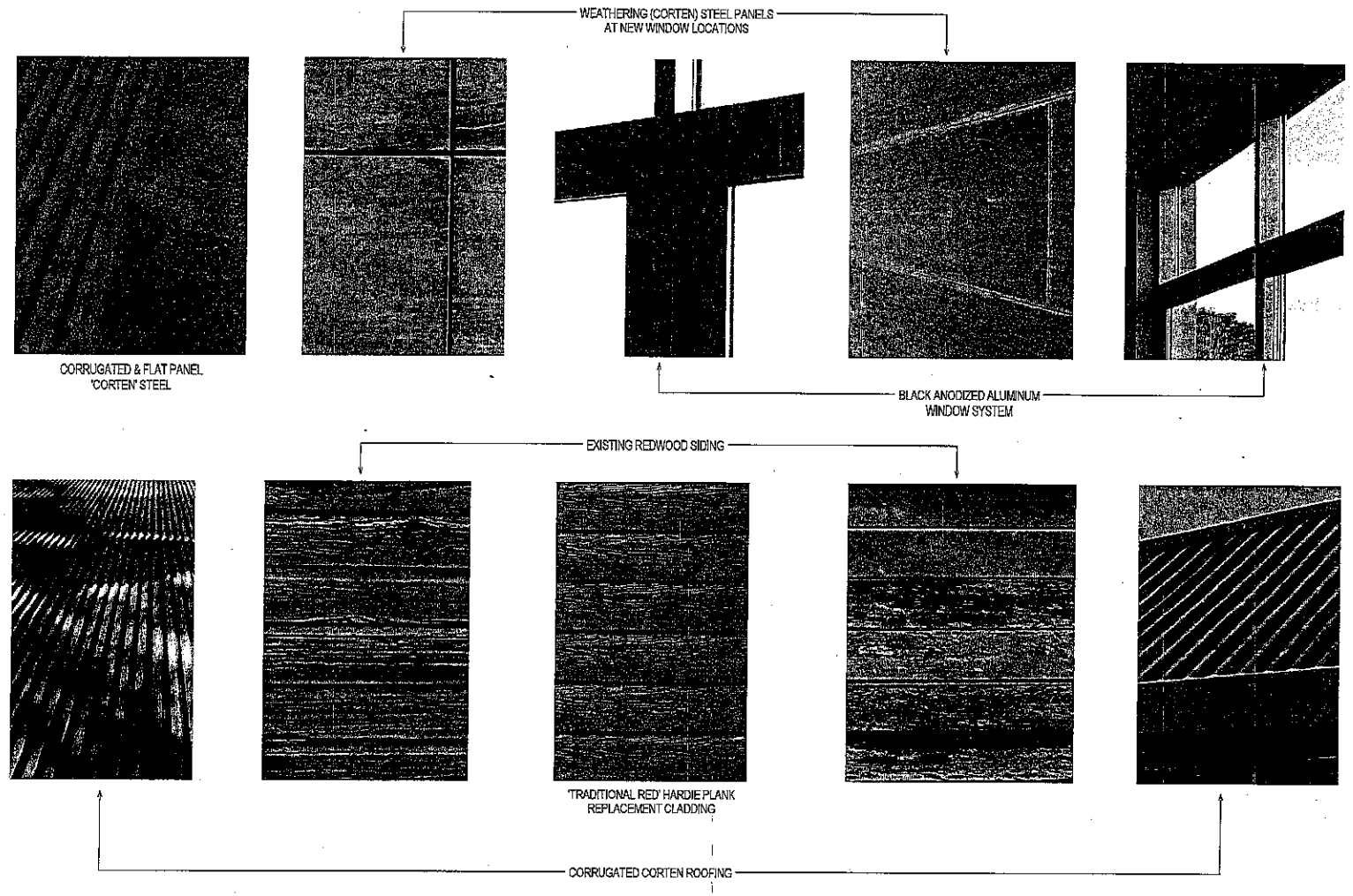
Winery Renderings

A10.04



LUNDBERG DESIGN
2620 THIRD STREET
SAN FRANCISCO CA 94107-3115
T 415.695.0110 F 415.695.0379

Ramey Winery

7097 Westside Road, Healdsburg, CA

LICENSED ARCHITECT
THOMAS OLLE LUNDBERG
STATE OF CALIFORNIA

Issued Revisions

Rev. #	Description	Date

Print Date: 4/16/2015 11:34:31 AM
Drawn by: Author
Checked by: Checker
Scale: 12" = 1'-0"

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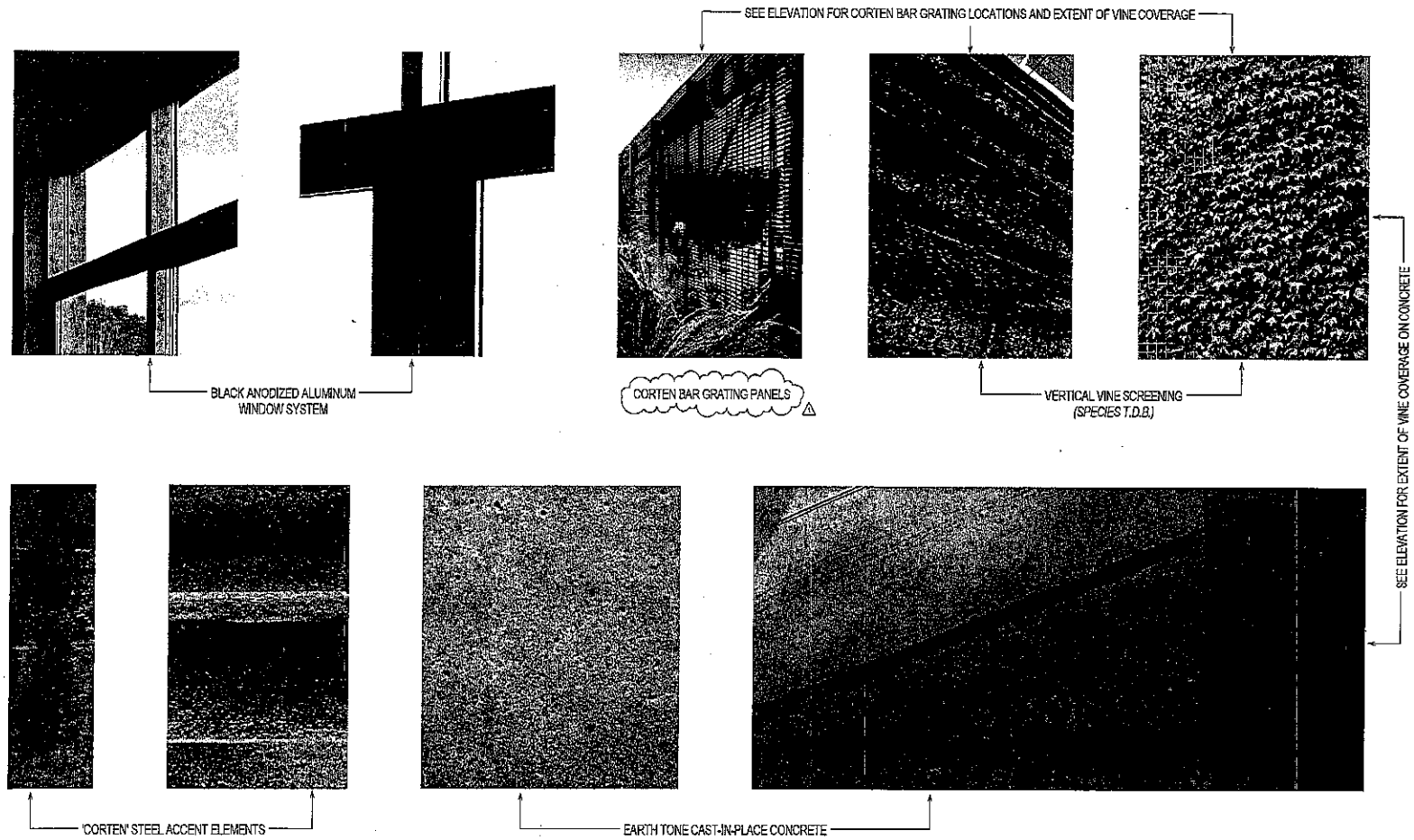
Materials Board - Tasting Kiln & Barn

A10.10



LUNDBERG DESIGN
2620 THIRD STREET
SAN FRANCISCO CA 94107-3116
T 415.695.0110 F 415.695.0379

Ramey Winery

7097 Westside Road, Healdsburg, CA

LICENSED ARCHITECT
THOMAS OLLE LUNDBERG
STATE OF CALIFORNIA

Issued Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15

Print Date: 4/16/2015 11:34:33 AM
Drawn By: Author
Checked By: Checker
Scale: 12" = 1'-0"

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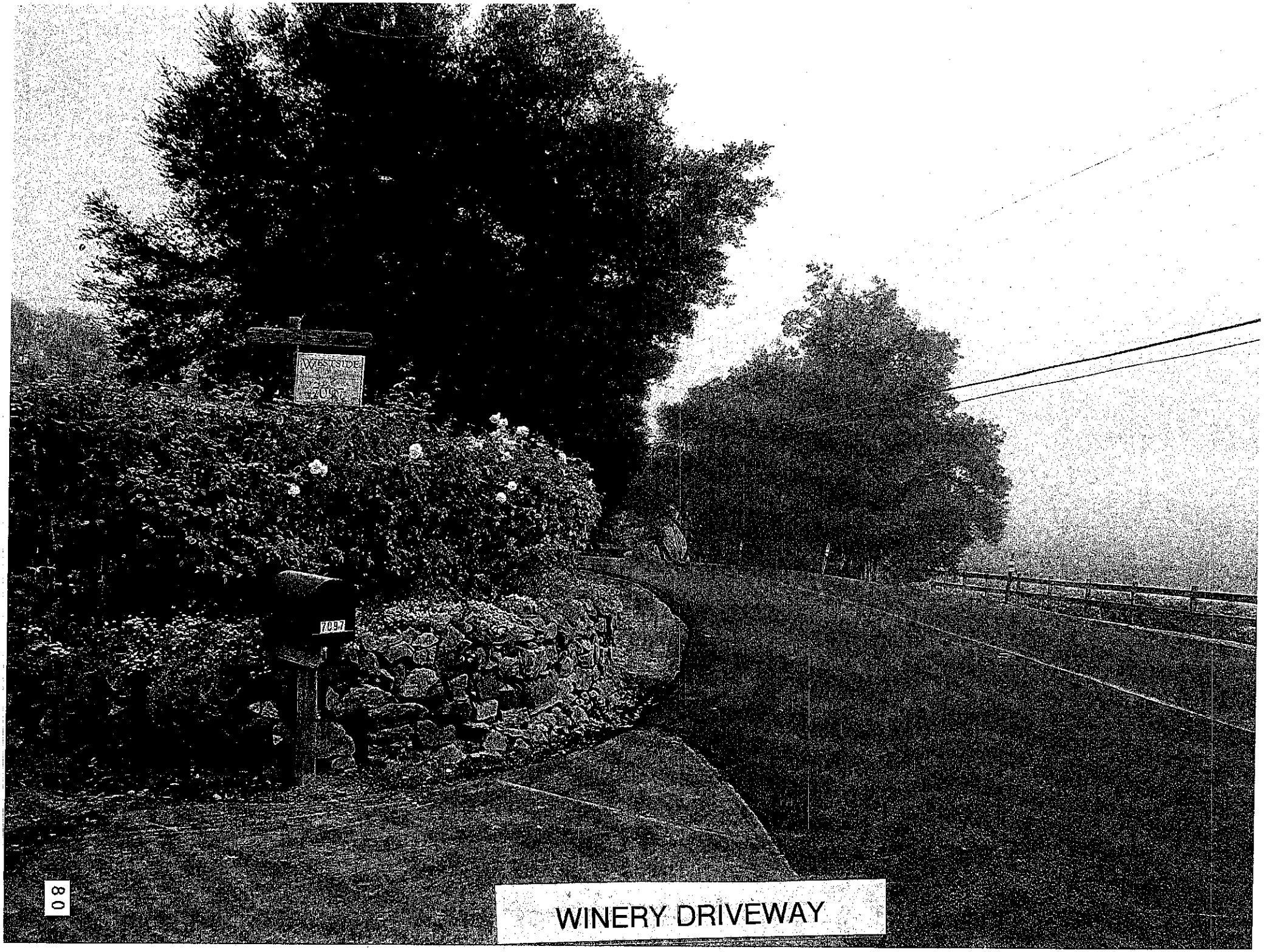
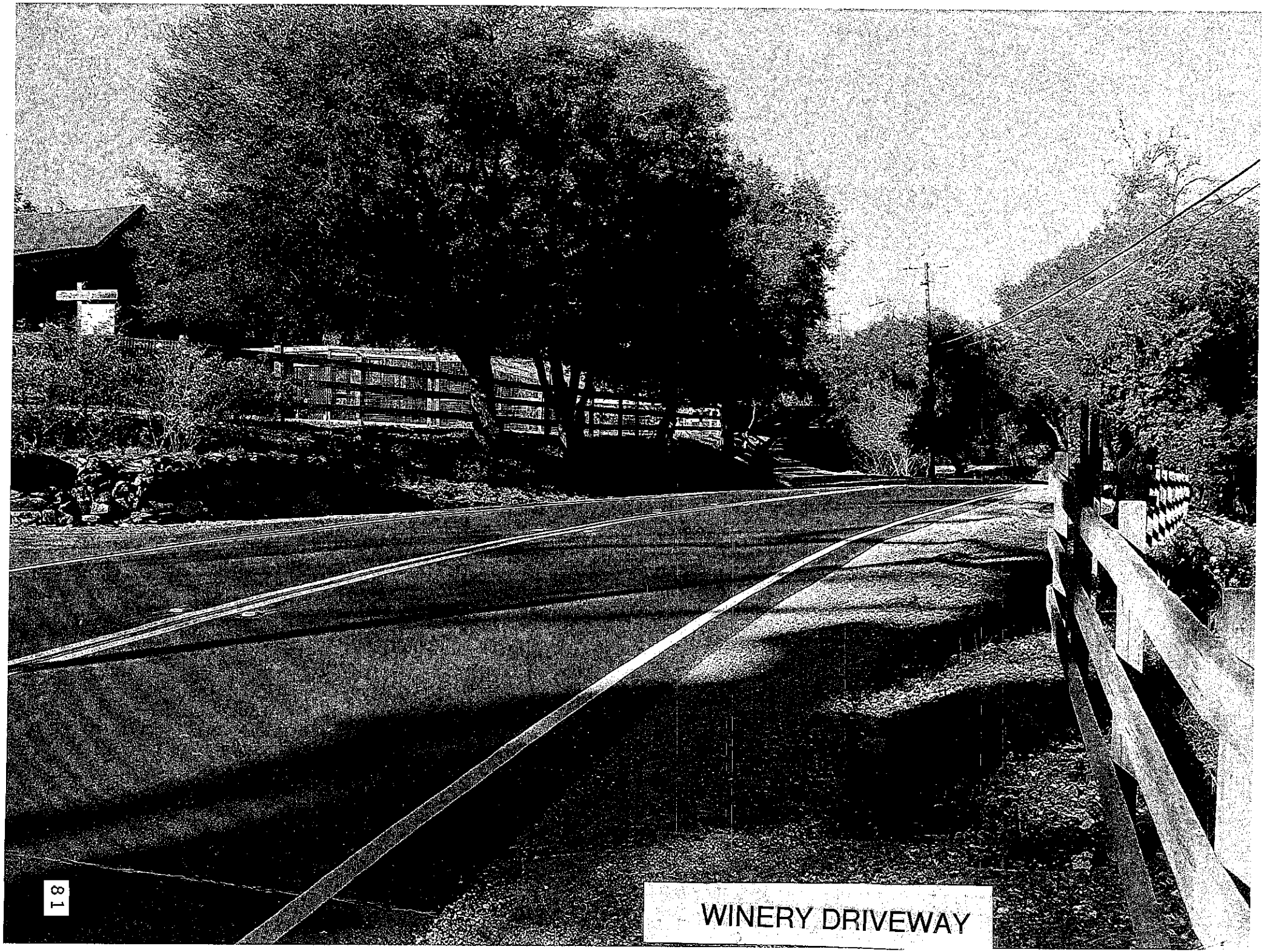
Materials Board - Winery

A10.11

EXHIBIT W

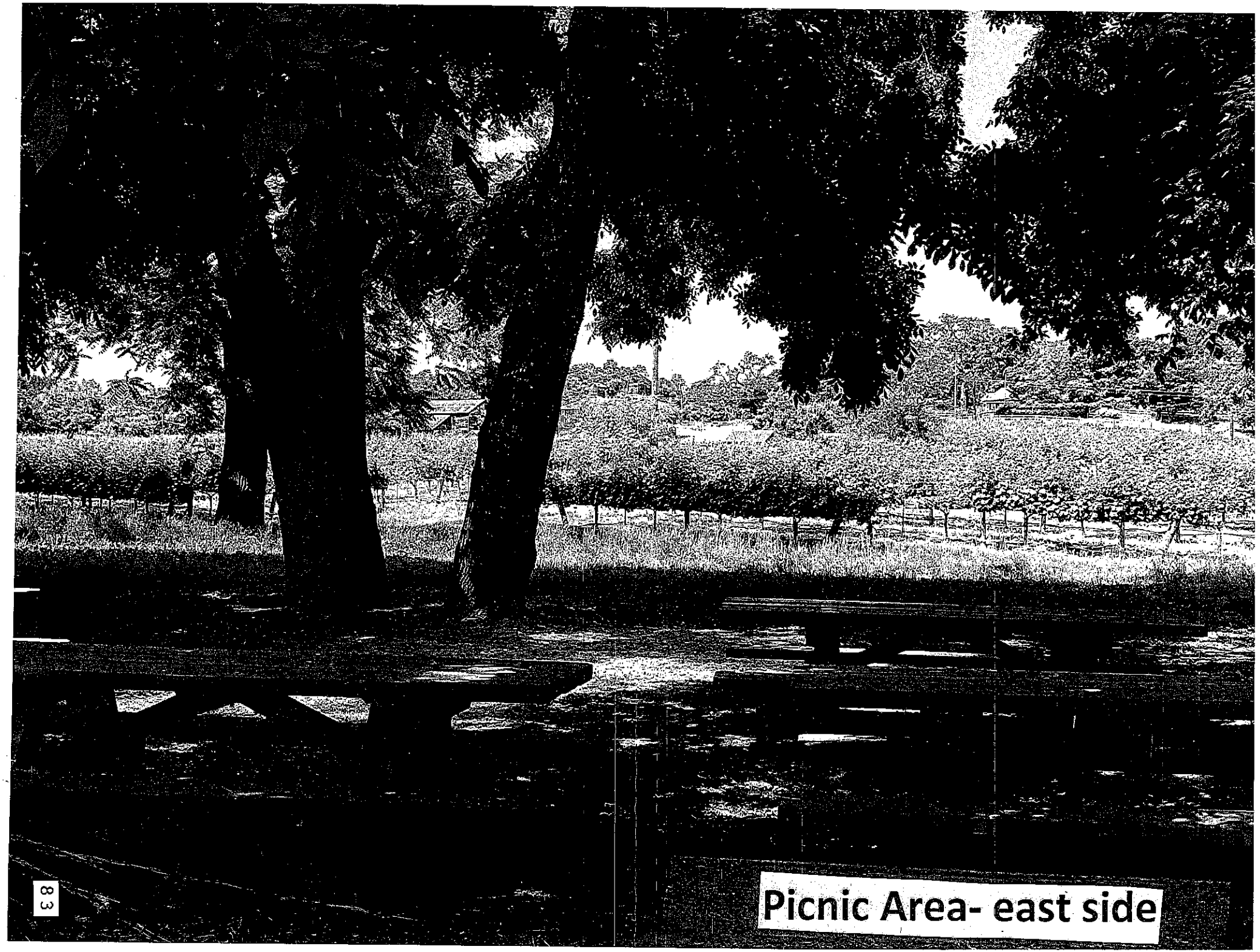


WINERY DRIVEWAY

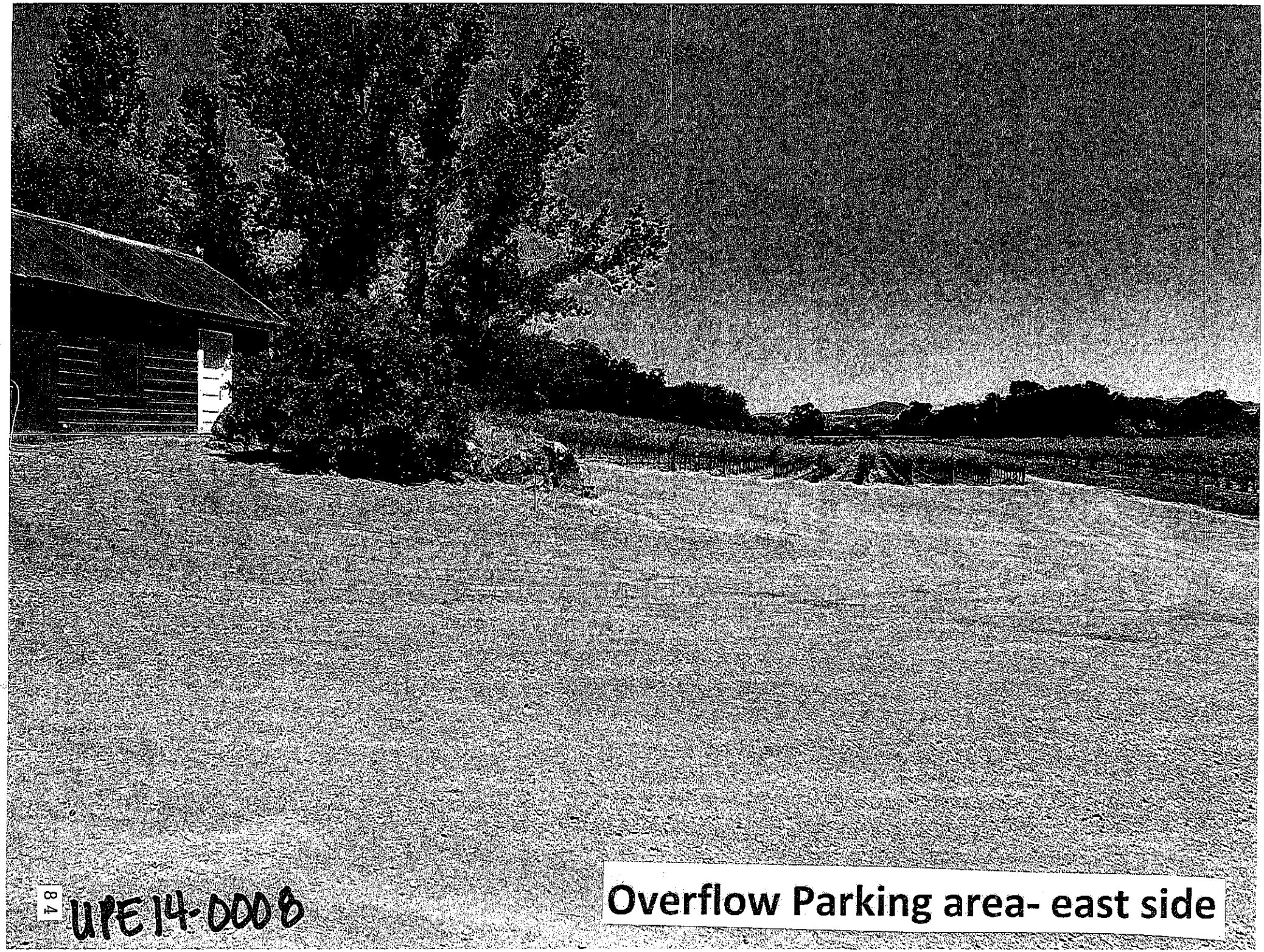


WINERY DRIVEWAY

Picnic Area- east side



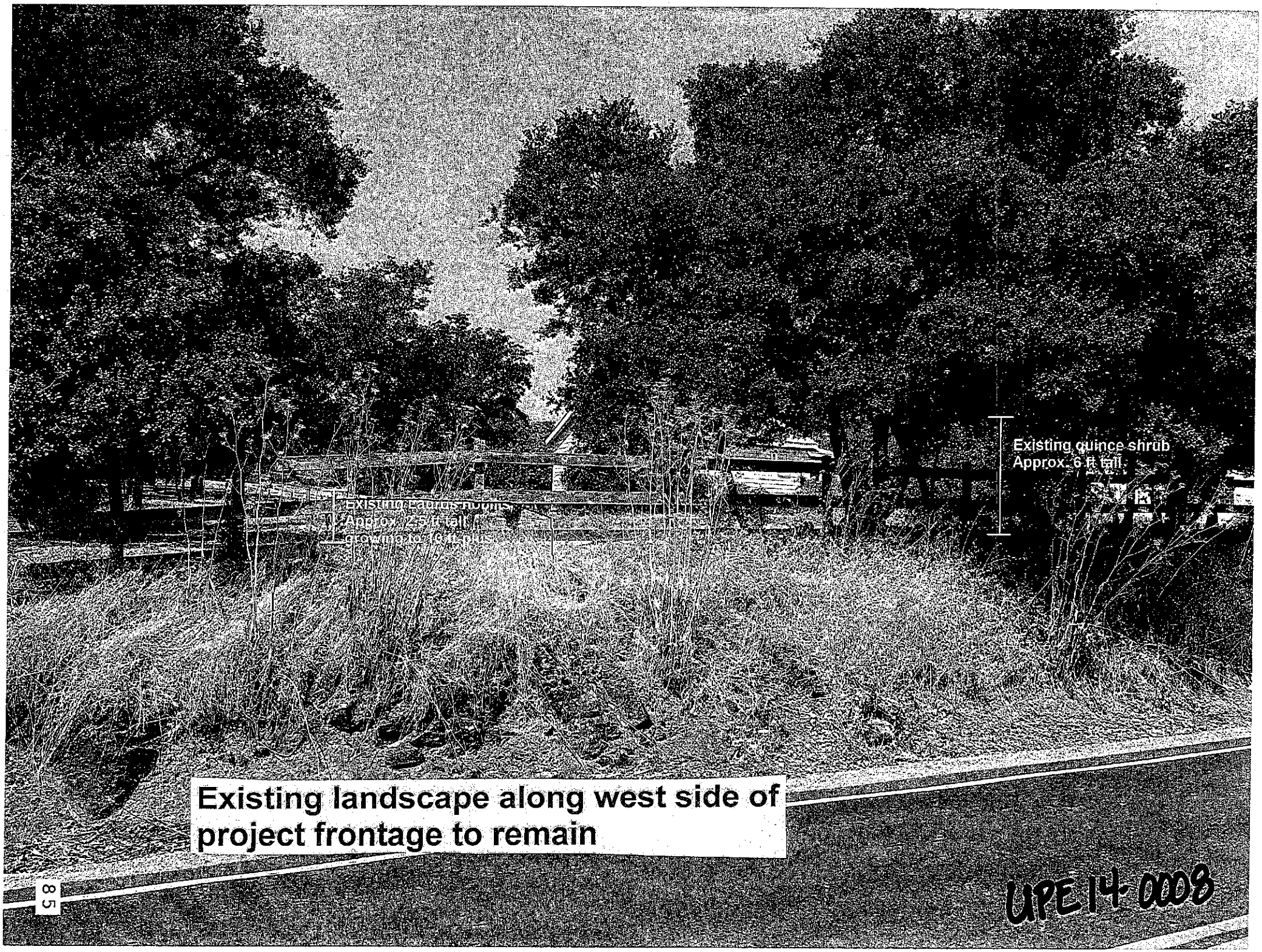
Picnic Area- east side



84

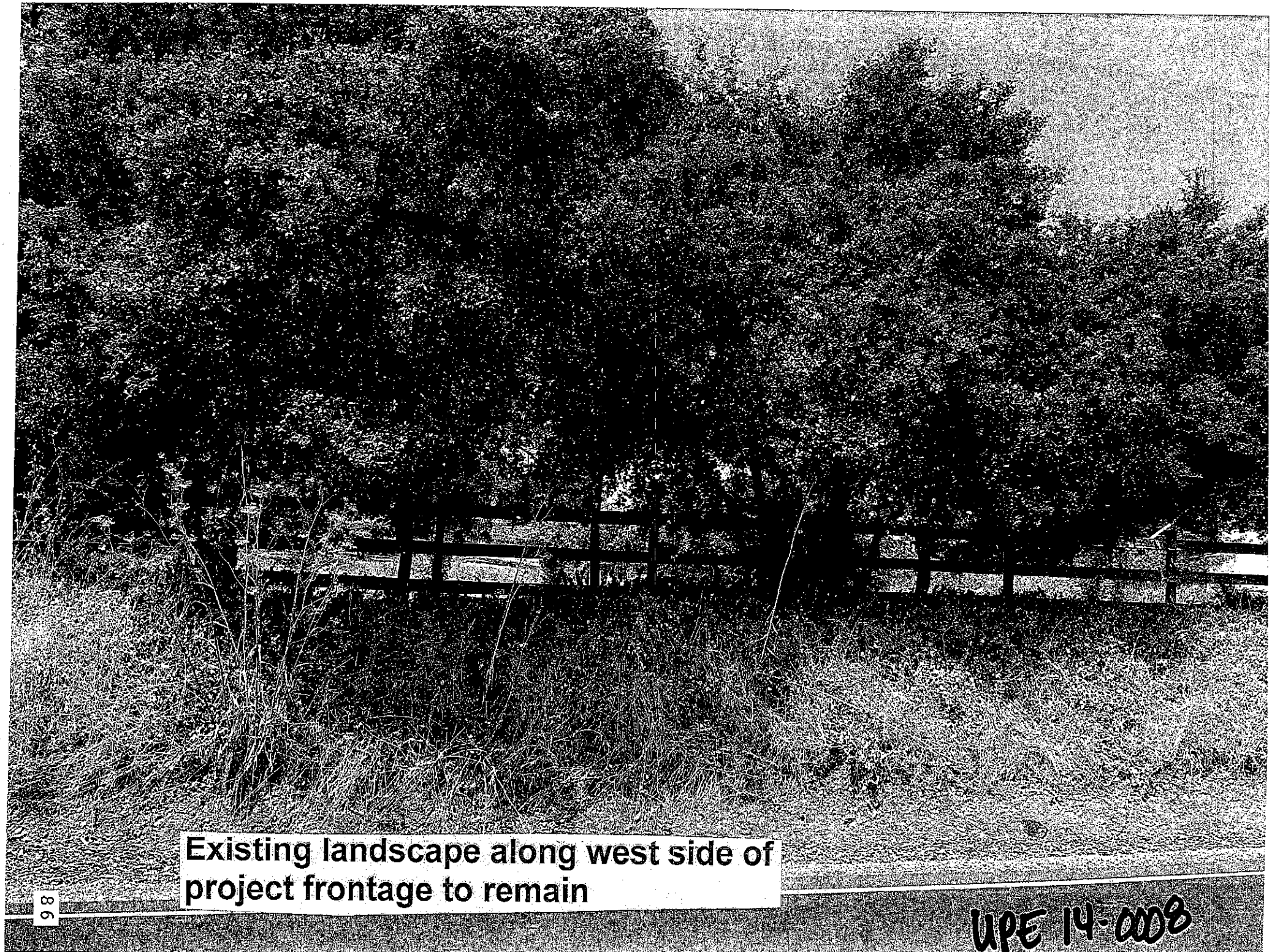
UPE14-0008

Overflow Parking area- east side

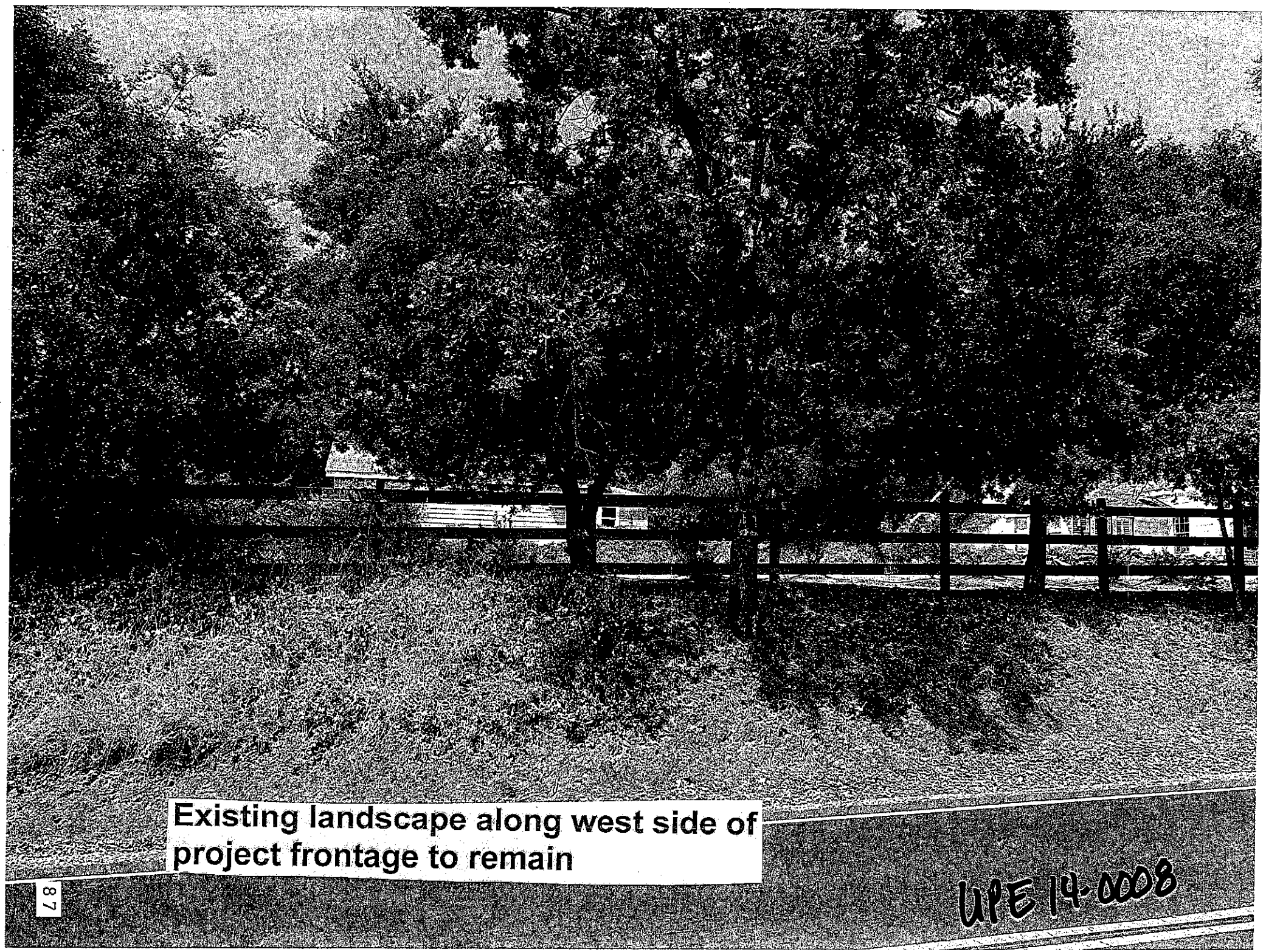


Existing landscape along west side of project frontage to remain

UPE 14-0008

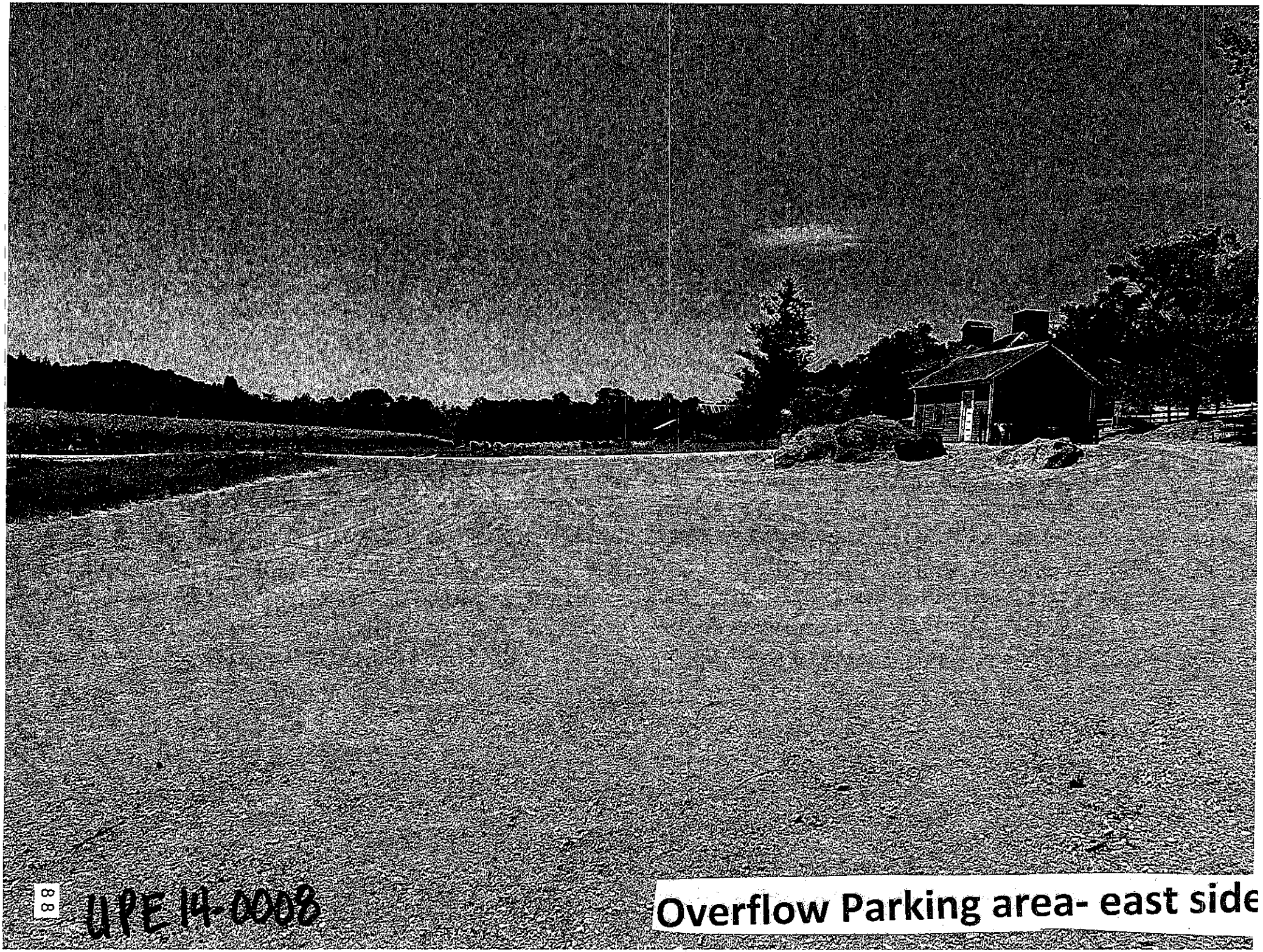

Existing landscape along west side of project frontage to remain

UPE 14-0008



Existing landscape along west side of project frontage to remain

UPE 14-0008



88

UPE 14-0008

Overflow Parking area- east side

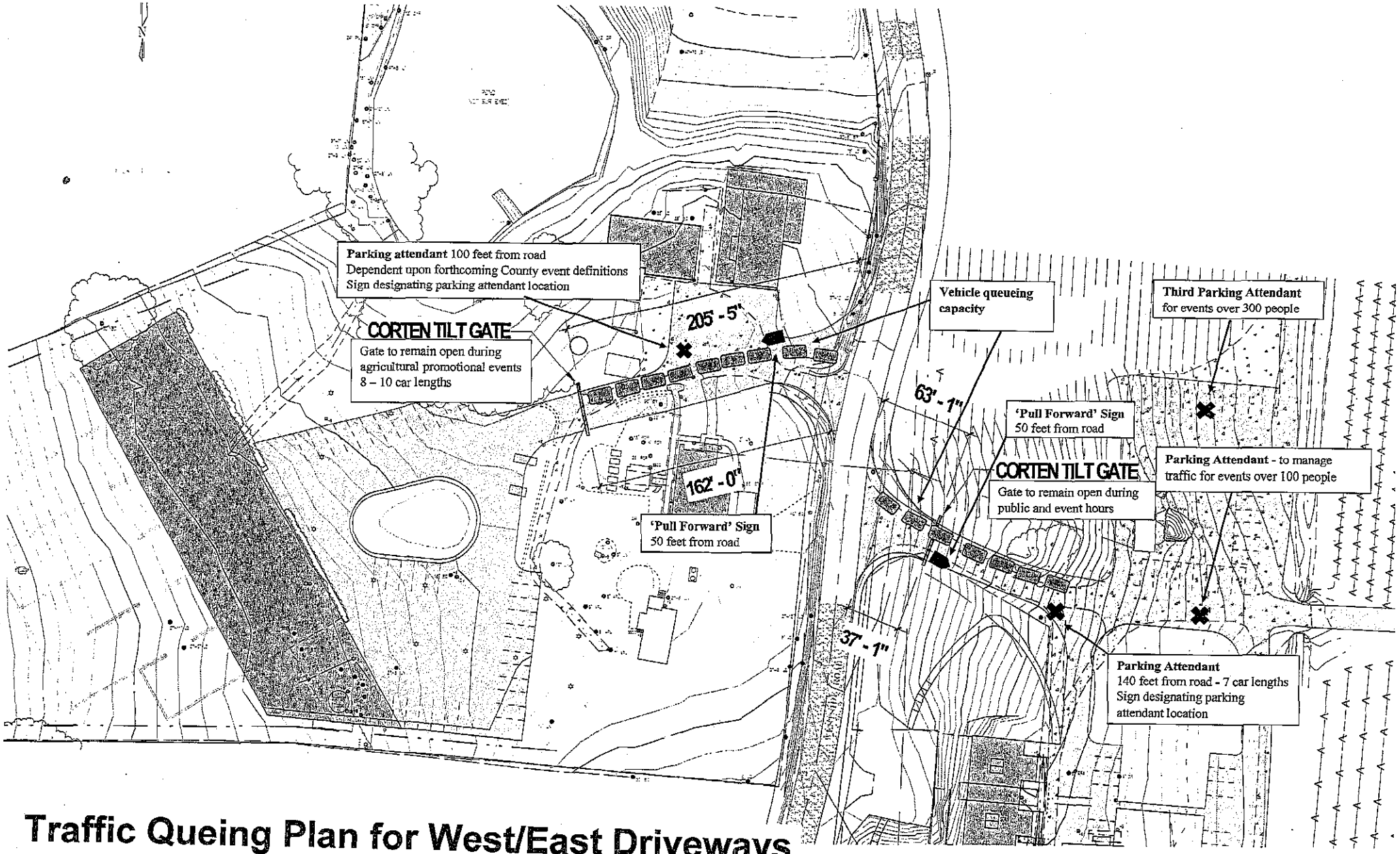
The east side of the road, where the tasting room is, will be open to the public. The west side of the road, where the winery will be located, will not be open to the public. We estimate that the highest number of people invited to the winery for standard business operations at one time would be thirty. Using the County's calculation of 2.5 people per car this translates to a maximum of 12 cars at one time for the 30 guest agricultural promotional event. Cased goods storage is off site and employee operations are to remain separate with email, fax etc. used to avoid crossings. The driveways are offset requiring a right turn followed by a left turn signal before turning into the eastside driveway.

Both sides of the road are planned so that no cars will be stopping in the driveway immediately upon entry so as to avoid queueing on Westside Road. The property was previously operated as a pumpkin patch, with upwards of 1,000 visitors and 600 cars, with horses crossing the road throughout the month of October. The currently proposed uses represent substantially lower volumes than were historically experienced.

With that in mind, we have created a list of concrete plans as well as additional protocols that we will implement as needed so as to further the safety of the project.

Plans to be put into effect

- Coordinate events with winery neighbors and bicycle groups to ensure that events will neither begin nor end at two sites along Westside Road simultaneously
- Widen and flare the entry driveways to allow vehicles to enter more easily and quickly, thereby eliminating potential for vehicles to queue on Westside Road
- During events station traffic control personnel well away from Westside Road to contain any queuing that might occasionally occur on-site and not on the roadway.
- Complete grading and removal of shrubbery to ensure clear lines of sight from the driveways along Westside Road.
- A temporary sign will be placed on the east side of the road saying "Ramey Wine Cellars Tasting Room" printed on both sides with arrows pointing east so that there is no confusion as to which driveway to turn into.
- Signs saying "pull forward" could be placed about 100 feet in from the road to ensure cars do not stop immediately after pulling into the driveway.
- A gate will be the west side of the road to ensure no public access.
- Employees will be trained to avoid crossing the road unless absolutely necessary and to ensure guests never cross the road.
- A sign will be placed by the gate on the west side of the property stating 'not open to the public.
- Signs will be placed on the site designating the primary parking attendants' station during all events on the east side.
- The gate on the east side will remain open for public hours and all events to get guest vehicles on site to the designated parking areas in a timely manner. On the west side, the gate will open for the smaller 'agricultural promotional' events, with traffic control staff on duty for the duration of the event to monitor the gate and control access and egress of vehicles on the site.



Traffic Queing Plan for West/East Driveways dated 8-2017

UPE14-0008 Ramey Winery

permit SONOMA

County of Sonoma
Permit & Resource Management Department

MEMO

DATE: **August 22, 2017**

TO: **Traci Tesconi, Supervising Planner**

FROM: **Becky VerMeer, Environmental Health Specialist-Project Review**

SUBJECT: **Truck Sizes as defined by the Transportation's Federal Highway Administration**

Trucks as defined by (empty) weight in categories of Light, Medium and Heavy and by the Dept. of Transportation's Federal Highway Administration (FHWA) classifications:

Light Trucks: Passenger cars and small trucks

Up to 14,000 lbs

FHWA classes 1-3

5 lug wheel hub (depending on the year of the vehicle, more hubs =heavier duty suspension and load capacity)

Medium Trucks: Box truck, Van, Flatbed truck, Fire truck (may be Heavy Trucks too), RV, Ford F-650 Medium Duty, Delivery truck, Cutaway van chassis, Bottler

14,001 lbs -26,000 lbs.

FHWA classes 4-6

6-8 lug wheel hubs

Heavy Trucks:

26,001- 33,000 lbs. Garbage trucks, Dump trucks, Tank Truck, Tractor Unit, Mobile Crane, Cement Mixer Truck, Ford F-750, Semi trucks, 18 wheelers,

FHWA classes 7-8

Requires a Class B Commercial Driver's License for non-combo vehicles or Class A Commercial Driver License for combo vehicles (tractor-trailers)

Typically have 3 or more axles

Super Heavy Trucks:

- 33,000 lbs+
- Requires escorts and special permits for Highway use
- Usually for Off Highway vocations like logging, mining, etc.

Leonard and Carol Curry
Lazy W Ranch
7330 Westside Road, Healdsburg, CA 95448
Telephone: (707) 433-2362

September 12, 2017

Traci Tesconi, Supervising Planner
PRMD
2550 Ventura Avenue
Santa Rosa, CA 95403

Re: Application of David and Carla Ramey, # UPE14-0008 ("Ramey project" or "project")
Westside Farms

Dear Ms. Tesconi:

My wife, Carol and I have lived in our home on the Lazy W Ranch, at 7330 Westside Road, Healdsburg, since 1977. Carol has resided full-time on the Lazy W since the mid 1960's, and her family has owned the Ranch since 1944.

Attached is a photo depicting the view we have from our yard of the Ramey's vineyards, their hop kiln buildings and the former Westside Farms Store.

We cannot attend the public hearing on September 21, 2017, due to a long-scheduled family gathering away from Sonoma County that week.

Carol and I strongly support the Ramey project.

The Rameys have been, and will continue to be our good neighbors. We place a high value on having friendships with all of our neighbors on Westside Road. We feel comfort in being able to contact any neighbors to discuss common interests, and to offer or ask for help. We feel strongly that communication is the best way to solve issues with neighbors, instead drawing battle lines and filing complaints with code enforcement.

The Rameys were good enough to invite the entire Lazy W Ranch family to the Ramey home at Westside Farms, where every detail of the Ramey project was shown to us. Of course, we had many questions about the project, because our homes and daily activities will be in close proximity to the project activities, and there will be impacts. I was very attentive in listening and learning about the project. Carol and I give our enthusiastic support for the project with full knowledge of what will happen when it is approved and implemented.

We know that the plans call for a 32,210 sq. ft. winery, a tasting room and a wine cave. We are

very happy to learn that the project calls for the restoration and good use of the historic hop kiln buildings. Those structures have deteriorated with the passage of time, and are on the verge of collapse. When the structures are restored and in use, all persons traveling on Westside Road will benefit. The restored buildings will be captivating.

Carol and I lived on Westside Road when it was less traveled. While we may fondly remember the past, we do not live there. In the long ago it was rare to see a bicycle, and the sight of someone running on the side of the road meant that something terrible had happened.

We have the benefit of knowing from our experiences with our neighboring wineries, that you learn to live with change, and that when you have good people running the wineries, care is taken to minimize traffic, noise and other impacts. We value our good relations with the people at William Selyem, Arista, Gracianna, Thomas George Estates, Porter Creek, Rochioli, Landmark and others.

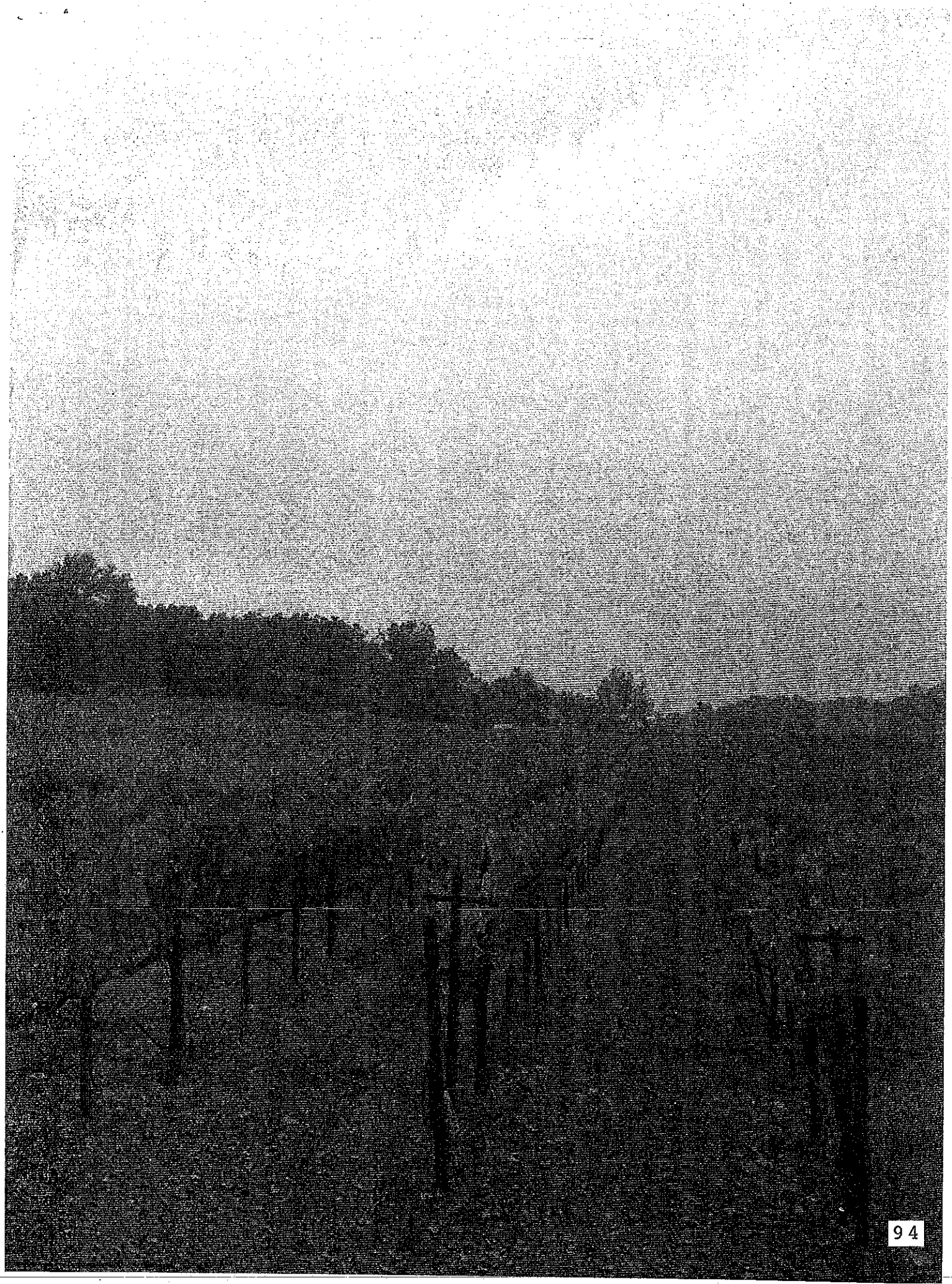
We have been members of the Westside Community Association and the Wohler Bridge Association. Some of our neighbors who are miles away from Westside Farms, and will not have direct impacts from the Ramey project, raise objections, citing traffic, noise, etc. as factors supporting a denial of the project. The argument that there are already too many wineries and tasting rooms is invalid. There is no end to the "there are already too many" argument. Honest residents on Westside Road, know that the only significant cause of slow traffic is the hundreds (and on some days, thousands) of cyclists. There are already too many tractors, trucks, wind machines, tourists, delivery trucks, workers, joggers, races, homes, people, etc.....This will always be the case, until we decide to live in the present. Driving slower on the road has benefits.

The Ramey project will keep the beautiful views of vineyards and the historic hop kilns. The use of the land will remain agricultural. We are happy to hear that the Rameys hope to add additional agricultural activities like growing hops, vegetables and using sheep for organic weed control. These are activities we hope to engage on the Lazy W.

More than any other factor, we know the Rameys will operate their project with empathic awareness of all impacts their activities will have on their neighbors. For all of these reasons, we respectfully ask that the Ramey project be approved.

Sincerely,

Leonard C. Curry
photo attached



Traci Tesconi

From: John Dyson <jdyson@millcap.com>
Sent: June 01, 2017 10:30 AM
To: Traci Tesconi
Cc: David Ramey; Bill Carle
Subject: Re: Ramey

Dear Traci,

Here is the email I have been trying to send:

I am writing to endorse the construction as proposed by Dave Ramey of a winery on his property neighboring that of Williams Selyem on Westside Road. Dave and I have discussed each of our plans as they have evolved in a very collaborative and neighborly way. We are happy to endorse his proposal wholeheartedly.

The key points to us are:

1. His plan will refurbish the hop kiln and bailing barn, historic properties, which have been deteriorating for many years. They are the only major eyesore on Westside Road and repurposing them as Dave suggests will be a great improvement for the area including us as they are practically at our entrance. We have visitors who comment on why they are allowed to deteriorate.

2. As you know, Dave and his family run one of the most prestigious wineries in the County and own a high quality Chardonnay vineyard right next to these structures.

3. We are happy that both Claire and Alan have joined him to create a second generation of family ownership of this important Sonoma Winery. We too are family owned and such ownership guarantees a special concern for the area.

Keeping viable agricultural businesses on Ag-zoned land is an important bulkwark against creeping residential development, which has been occurring too often in the County. Once precious Ag land is lost, it is gone forever and changes the whole tone and feel of the County.

For all these reasons, we urge that a use permit be granted so that this winery can be constructed and the hop kiln historic properties be renovated to improve the viewshed of Westside Road for all who us it.

With kind regards,

John S. Dyson

Proprietor

Williams Selyem Winery

7227 Westside Road

Healdsburg

Sent from my iPad

On Jun 1, 2017, at 12:06 PM, Traci Tesconi <Traci.Tesconi@sonoma-county.org> wrote:

> The last e-mail I received from John was April 27th regarding their barrel building project. There was not any letter attached.
>
> E-mail = Traci.Tesconi@sonoma-county.org
>
> *Sincerely,*
>
> Traci Tesconi
> Supervising Planner
>
> ---
> Project Review Section
> Permit and Resource Management Department
> 2550 Ventura Avenue,
> Santa Rosa, CA 95403
> e-mail address: Traci.Tesconi@sonoma-county.org
> (707) 565-1903 direct line
> (707) 565-1103 fax
>
> ***OFFICE HOURS: PRMD's Public Lobby is open Monday through Friday from 8:00 AM until 4:00 PM, except Wednesdays, open from 10:30 AM to 4:00 PM.***
> <image001.png>

SONOMA COUNTY FARM BUREAU

Affiliated with California Farm Bureau Federation and American Farm Bureau Federation

March 10, 2016

Tennis Wick
Sonoma County Permit and Resources Department
550 Ventura Ave
Santa Rosa, CA 95403

Dear Mr. Wick,

Sonoma County Farm Bureau has learned of a project that aligns with our objective of preserving agriculture in Sonoma County. We support David and Carla Ramey and their proposed winery at the old Westside Farms on Westside Road. Ramey Wine Cellars is one of the premier wineries of Sonoma County.

Thirty-five years ago David came to Sonoma County to work with Zelma Long at Simi Winery. He then became winemaker a Matanzas Creek and subsequently Chalk Hill Winery helping build both businesses to the status they have today. In 1996, he and Carla started their wine brand, Ramey Wine Cellars, producing world class premium wines. Currently, they lease two production facilities in Healdsburg with no guarantees of permanency.

This project is important to Sonoma County and the Russian River Valley AVA. Considering the Ramey's style, class and integrity, we can envision their improvement of this property along Westside Road by upgrading the hop barn and baling barn that are both presently in decline. Their proposed winery would be built into the hillside and largely unseen. They would work within the planning process to build a winery of taste.

Please consider their proposal. The Rameys are not producers coming in from out of the area. They have long term roots in Sonoma County. They recently integrated their daughter into the business and have plans for their son as they intend for this to be a family legacy.

Thank you for your consideration.

Sincerely,

John Azevedo
President, Sonoma County Farm Bureau

CC:
Traci Tesconi, Supervising Planner, PRMD
Sonoma County Board of Supervisors
Sonoma County Farm Bureau Board of Directors

970 Piner Road, Santa Rosa, CA 95403 • Phone (707) 544-5575 • Fax (707) 544-7452 • Website: www.sonomafb.org

ROCHIOLI
VINEYARD & WINERY, LLC

Rochioli Estate Wines
J. Rochioli Reserve
Westside Vineyard

Subject: File 14-0008, 7097 Westside Road

April 20, 2015

Mr. Tennis Wick
Sonoma County PRMD
25580 Ventura Ave.
Santa Rosa, CA 95401

Mr. Wick:

My family has been on Westside Road for almost 80 years and we have seen many changes. Some are for the better and some not. Not long ago, all the neighbors knew each other and were friendly and shared a common interest of the love of their land. Now, it seems like only location and profit are important. What was once a quiet country road has now become a very popular destination for Sonoma County tourists. We need to be careful not to commercialize this road to a point of ruining the rural character.

The Ramey project is different. This family is dedicated to producing fine wine and has quite a track record to prove it. The property they intend to develop into a medium sized vineyard and winery are a perfect fit for them and for Westside Road. They are serious and that is what we need on this road. The restoration and re purposing of the hop kilns on the property is a welcomed improvement. The original owners, the Litton family were good friends with my grandparents and we look forward to having the Ramey family as our neighbor.

As you may know, we have been concerned about the events of the wineries. We believe that a producing winery should be able to promote their wines with a tasting room, a few industry events, and a few private events for their customers. However, the number of events should be limited and should end well before sunset. Weddings are not agricultural in any way and should not be allowed. The safety of the public as well as the residents of Westside Road should come first. The quality of life for those of us that actually live on our farms should not be impacted.

We support David Ramey's common sense approach to this project. He has assured me that there will be a few winery related events with no weddings, concerts, and rental of their facilities to an outside party. Most events will be limited to private invitation only lunches indoors and occasionally outside picnics.

The Ramey project is a fine example of the type of winery that fits our road. The quality of their product comes first and they do not need gimmicks to sell their wine.

If you have any questions, please contact me.

Sincerely,

Tom Rochioli

6192 WESTSIDE ROAD
HEALDSBURG, CA 95448
WINERY: 707 433-2305
FAX: 707 433-2358
WWW.ROCHIOLIWINERY.COM

BUCHER FARMS

April 12, 2015

Mr. Tennis Wick
Sonoma County PRMD
25580 Ventura Avenue
Santa Rosa, California, 95403

Dear Director Wick,

I am a lifelong resident of Westside Road in Healdsburg and my family has been farming on the same land in the Russian River Valley since 1958. I operate a diversified farming operation on our Westside property with 40 acres of premium wine grapes and an organic dairy farm. Additionally, my wife and I have our own wine brand from grapes both grown on the family vineyard and purchased from other local growers. Diane and I are also members of the Westside Community Association.

I am writing in support of David and Carla Ramey's proposed winery project on Westside Road. I believe this project will help protect vital farmland in the area, preserve a wonderful piece of our Sonoma County's agricultural history, and provide critical local agriculture processing for many farmers in Sonoma County.

The Ramey's project fits within the land use designation of the property. It will repurpose the hop barns, which would have most likely been demolished if someone else had purchased the vineyard land. Their foresight and vision will preserve a part of Sonoma County's rich agricultural heritage and protect the land as a viable producing agricultural property.

As a dairy farmer and grape grower, I understand how important local processing is to perishable agricultural crops. One of the biggest challenges of dairy farming is the lack of competition for our products via local processing. With wine grapes, we are blessed with a variety of local wineries that can purchase and process our crop. This also keeps our business carbon footprint to a minimum by selling to a winery a mile or two down the road.

The farmers I have talked to in the Westside Road area fully support the Ramey winery project. Please don't allow a vocal minority of non-agricultural residents to dictate the use of our agricultural lands and its rural heritage.

Sincerely,

John Bucher

5285 Westside Road • Healdsburg, CA 95448 • (707) 433-2916 • Fax (707) 433-0281

RECEIVED
DEC 0 1 2014
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT COUNTY OF SONOMA

November 28, 2014

~~Melinda Grosch~~ Traci Tesconi
Design Review Committee
County of Sonoma
2550 Ventura Avenue
Santa Rosa, California 95403

FILE: UPE14-0008

RE: Request for Use Permit to allow conversion of hop kiln and baling barn to tasting rooms including two marketing accommodations rooms

Dear ~~Ms. Grosch~~, Ms. Tesconi

This letter is intended to be applied to the public record as a positive declaration in favor of the use permit under consideration by the Permit & Resource Management Department in relation to the Ramey Cellars notice of waiver.

We are aware of the intent to use and acknowledge that the impacts, if any, will be minimal and concur with staff that any land use alteration is consistent with the neighborhood, land use zoning and county intent.

As neighbors we are familiar with the wine business and its need to offer the complete "Sonoma County" experience since healthy brands are critical to a viable and positive economic environment. We will be pleased to see the approval of this use permit and the restoration of a landmark that deserves reminding our community of its storied past. We are convinced the Ramey's will do a first-class job.

Best regards,

Lisa & Trini

Trini and Lisa Amador
6910 Westside Road
Healdsburg, Ca 95448

JOAN RAMSAY PALMER

• Palmer Ridge Ranch •

RECEIVED

APR - 8 2016

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT COUNTY OF SONOMA

April 5, 2016

Traci Tesconi
Supervising Planner, PRMD
2550 Ventura Avenue
Santa Rosa, CA 95403

Dear Traci:

When I recently inquired at Ramey Cellars why I had not yet seen any construction at their Westside Farms site, I was shocked to learn that there have been delays upon delays due to a few neighbors who have taken it upon themselves to speak for those of us who have been here the longest, and for those of us who chose to be here precisely for the inimitable agricultural advantages which this part of Sonoma County has enjoyed historically since the early 1900's, and even before.

As you well know, I have had my share of battles with outsiders who have decided to become neighbors and then try to write their own rules! I shall not recite the list herein, for you know who they are!

I would like to weigh in on what I feel is a grave injustice in delaying David and Carla Ramey's intention and proposal to establish their eponymous Winery on the former site of Westside Farms. Having been a Westside Road resident for 40 years, with a sizeable agricultural property here, I cannot imagine having a more wonderful agricultural neighbor along this highly-prized agricultural Sonoma County road.

When I heard about the above situation, I went out to the Ramey's site to see for myself what could possibly be an issue *for there to be any serious discussion in opposition to what I recognized would only be a great addition to our agricultural neighborhood.*

I could not even find the winery site to the west side of the road! It was only after I had gone well past the site that I finally turned around and proceeded back north up Westside Road. I barely saw the yellow house tucked off to the west. Once in the driveway, I was shown where the proposed winery will be located and how it will be constructed. *There is no way that this structure would be intrusive to our Westside Road corridor or environment.* The Ramey's seem to have self-mitigated any concerns, even, in my opinion, though they should be able to have placed it closer to the road if they had so desired. It is their property; it is an agricultural structure; and it is totally in line with the other many recently constructed wineries along Westside Road, *one of which was heretofore permitted almost on the road*! Even that one, at which even I was appalled as it was going up, is now a nice addition to our agricultural neighborhood!

T 707-433-3790 • mmeq@att.net • C 707-321-2440

I have reviewed the plans for the Ramey's renovation of the Hop Kilns and the Bailing Barn. I find them to be wonderfully thought out to maintain their original integrity, while bringing them up to date to be used for today's agricultural purposes, as well as making Westside Road even more scenically stunning in maintaining its rural character.

If the powers that be in this county, allow "City" People to increasingly and subtly gain a voice to dictate their totally uninformed notions, fueled by their own power-trip-lies and dictums, then we who love and work everyday to preserve Sonoma County in particular, and Agriculture in general, are allowing seeds to be planted to destroy our own County. It takes a firm hand and resolve to keep Agriculture alive. I witnessed such a phenomenon in Santa Clara County, where my family had ranches when I was growing up. It starts slowly and, seemingly innocuously, until ultimate destruction of, not only a way of life, but of a once pristine and life-giving environment.

Another huge plus for the County to approve the Ramey's permit is that they have no interest in having weddings or other non-agricultural events at either of their locations. They agree with me entirely that there should *be no permits for gatherings to increase a "bottom line" which has little or nothing to do with their agriculturally-based permit.*

I have long been of the opinion that the County has over-burdened itself with permitting such events...even allowing way too many so-called Wine Events. Passport Weekend and a few others used to be a pleasure and an added attraction for everyone. Now, they no longer seem to be a special occasion, but have become a special turn-off and merely an excuse for the wineries and limousine businesses to increase their bottom lines, with often-debauched tourists spreading out onto County roads.

The Ramey's intended production of no more than 60,000 cases seems totally within acceptable lines of our neighborhood here. The fact that the Ramey label is well-renown for their quality Sonoma County wines speaks volumes already as to type of facilities they are proposing for Westside Road, as well as to their reputation. We are, indeed, very fortunate that it is Claire and David Ramey and their family who are the applicants for such a project.

As a devoted and proven Ag person here in the County, and throughout my life, and as a Westside neighbor, I ask that Ramey Wine Cellar's Permit be granted forthrightly, without further delays due to the limited minds of a relative few activists, who are simply enamored with their own voices, and who invade such neighborhoods as ours to seek to be "big fish in a little pond"!

Most respectfully submitted,

Joan Ramsay Palmer

cc: Tennis Wick, Sonoma County PRMD Director

R. Steven Hicks
Flax Vineyard
6677 Westside Road
Healdsburg, CA 95448

RECEIVED
FEB 1 - 2016
PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT
COUNTY OF SONOMA

January 27, 2016

Mr. Tennis Wick
Sonoma County PRMD
25580 Ventura Aveune
Santa Rosa, CA 95403

Dear Mr. Wick,

I am new to the Westside Road neighborhood and am writing in support of David and Carla Ramey's proposed winery project on Westside Road.

While the project is only several hundred yards away from our property we expect to be impacted but totally support their plan. I believe this project will help protect and preserve a wonderful piece of our Sonoma County's agricultural history and provide critical local, agriculture processing for many farmers in Sonoma County.

The Ramey's project fits within the land use designation of the property. It will repurpose the Hop barns, which would have most likely been demolished if someone else had purchased the vineyard land. David and Carla's vision will preserve a part of Sonoma County's rich agricultural heritage and protect the land as a viable producing agricultural property.

I urge to you, as many residents in the Westside Road community do, to fully support the Ramey winery project.

Sincerely,

R. Steven Hicks
Flax Vineyard

DUTTON
RANCH

May 13, 2015

Dear Mr. Wick, Supervisors, Commissioners and Planner:

My brother, Joe, and I with our families want to inform you of our support for David and Carla Ramey and their proposed winery at the old Westside Farms on Westside Road. Ramey Wine Cellars is one of the premier wineries of Sonoma County.

Thirty-five years ago David came to Sonoma County to work with Zelma Long at Simi Winery. He then became winemaker a Matanzas Creek and subsequently Chalk Hill Winery bringing the both to the status they have today. In 1996, he and Carla started their wine brand, Ramey Wine Cellars, producing world class wines. Today they lease two production facilities in Healdsburg with no guarantees of permanency.

We feel this project is important to Sonoma County and the Russian River Valley AVA. With the Ramey's style, class and integrity, we cannot imagine how they would not improve their property along Westside Road by upgrading the hop barn and baling barn that are both in decline. The proposed winery would be tucked into the hillside and unseen. It would not be in their nature to abuse the planning process but to build a winery of taste.

Please consider their proposal. The Ramey's are not producers coming in from out of the area. They have long term roots in Sonoma County. They just integrated their daughter into the business and have plans for their son as they intend for this to be a family legacy.

Thank you for their consideration.

Sincerely,

Steve Dutton

Joe Dutton

P.O. Box 48 ♦ Graton, CA 95444 ♦ Telephone (707) 823-0448 ♦ Facsimile (707) 829-5942

April 8, 2015

Redwood Empire
Vineyard Management

Mr. Tennis Wick
Director, Sonoma County PRMD
2550 Ventura Avenue
Santa Rosa, CA 95403

RECEIVED
APR 13 2015
PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT
COUNTY OF SONOMA

RE: File 14-0008, 7097 Westside Road

Dear Tennis,

Thank you for the opportunity to provide you with a letter to support Ramey Vineyards and the winery proposal at Westside Farms.

As the owner of Redwood Empire Vineyard Management for over thirty-two years I have worked with a variety of wineries and their owners. Mr. Ramey has established his winery as a business that is committed to the highest quality standards and best practice-in the agricultural world since 1996. He thoughtfully has created a winery with integrity and consideration of his surrounding neighbors. He generates economic growth back into our communities by providing jobs and opportunities for people living in Sonoma County.

The proposal set forth by Mr. Ramey is a refreshing change of venues. The concept of keeping the larger events to a minimum, no barrel tastings, restoring the hop kilns, and maintaining the agricultural region of the land is good common sense out in this part of Westside Road. Mr. Ramey is a long-time local family winemaker. His daughter, Claire joined the family in 2013 and works side by side with him and his wife Carla. His son, Alan will be joining the family tradition too. Ramey Vineyards has established a commitment and passion in the industry in a unique approach that represents Sonoma County wine country. This multi-generational family keeps their roots with a strong agricultural base and sensitivity to the community as their business ventures expand.

In closing, I would like to express that Ramey Wine Cellars is a family business with intentions to improve Sonoma County by developing their Westside Road land to fit in with this community and preserves the history of the beginnings of wine making. New opportunities will come from this project that will breathe life into our towns as more jobs will be created and stimulate growth. In my opinion, the developmental

P.O. BOX 729 GEYSERVILLE, CALIFORNIA 95441 • (707) 857-1670 • FAX (707) 857-1673

impact would be minimal and promotes agricultural life that is the backbone of our county. We need to embrace people like Dave and Carla Ramey for wanting to spend their life-earned savings right here in Sonoma County. To rebuild and preserve these hop kilns should be viewed as an act of tremendous foresight. We will all be able to enjoy this great preservation of our rich agricultural history.

Tennis, I know you are a fair and considerate leader here in Sonoma County. Please don't allow these wonderful people to have their hands tied behind their back. Let them flourish and do what they do best, promote the Sonoma County wine industry. I strongly urge your team to consider this project proposed by Mr. Ramey as a welcome change and a new vision for wineries in the future.

Sincerely,

Kevin Barr
President, Redwood Empire Vineyard Management

RAMEY
WINE CELLARS

May 8, 2015

To: The Sonoma County Landmarks Commission

Re: Historic Designation of 7097 Westside Road

Dear Commissioners,

At our Dec. 2nd hearing before the Landmarks Commission the issue was raised as to whether both sides of the property, east and west of Westside Road, should be combined into a Historic District. We were asked to undertake another study. The same architectural historian who had completed the first study of the hop kiln and baling barn, Frederic Knapp, was engaged. You have a copy of his full study. He concludes that Historic District designation is not warranted. He notes that the buildings on the western portion of the property:

--do not have rare or noteworthy functions and features, in contrast to the hops complex on the other side of the road.

--neither they nor the rest of the subject property appear eligible to the California Register, and therefore do not meet the significance criteria for County landmark status and HD zoning.

--Applying HD zoning to the subject parcel would not add a measurable degree of historical protection for the hops complex . . .

--The intent of the HD zoning can best be achieved by applying it only to the Hop Kiln, Baling Barn, and Trestle; the County's prevailing zoning regulations are the best choice for the subject parcel.

Thank you for your consideration of this new study.

Sincerely,

David Ramey

David Ramey

Cc: Denise Peter, Planner

Traci Tesconi, Project Planner

25 HEALDSBURG AVE., P.O. BOX 788, HEALDSBURG, CA 95448 / T 707.433.0870 / F 707.433.0871
info@rameywine.com / www.rameywine.com

Traci Tesconi

From: Marc Bommersbach <mbommersbach@att.net>
Sent: August 28, 2017 1:03 AM
To: Traci Tesconi
Cc: Tennis Wick; Jennifer Barrett
Subject: WCA comments on 7097 Westside Road UPE14-0008
Attachments: V2_WCA Sept 2017_7097Westside (3).docx; attch.#1 WCA 7097WestsideRamey 1-14-2015.pdf; attch.#2 warning sign.JPG

Traci,
Attached are comments from the Westside Community Association (WCA) Advisory Group regarding the above mentioned project. This letter summarizes the issues that were raised in our meeting on August 10 as well as supporting attachments which includes the WCA January 15, 2015 letter submitted during the initial study phase.

As outlined in the letter, the WCA is requesting that the Permit Sonoma staff recommend denial of this project.

This project is bisected by Westside Road resulting in driveways and public access on both side of the road, in an stretch with very limited sight distance and in close proximity to three other tasting rooms. As such, it will create significant road safety and joint road use conflicts.

Furthermore, with the winery operation only 10-20 feet from the property line to an adjacent residential use, it is unlikely that the project can meet the County's noise standards,

Other project concerns are addressed in the attached material

A separate e-mail with additional attachments will be sent due to the file size

The WCA greatly appreciates your consideration of these issues.

Thank you,

Marc Bommersbach
Westside Community Association Advisory Group

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County of Sonoma
Permit Sonoma Department
Attention Traci Tesconi, via e-mail traci.tesconi@sonoma-county.org

RE: UPE14-0008, 7079 Westside Road

Dear Ms. Tesconi:

This letter supplements our letter dated January 14, 2015, on the above referenced application; a copy of that letter is appended (attachment #1).

For the reasons stated in the January 2015 letter and as augmented and reinforced in this letter, the Westside Community Association (WCA) requests that the County staff recommend to the BZA a denial of this application because at this location the proposed project will be detrimental to the health and safety of persons residing, working or visiting the area and detrimental to the general welfare of our community. (CEQA Mandatory Finding of Significance)

Specific concerns are:

1. Inadequate sight lines and close proximity to several adjacent tasting rooms access roads would cause traffic safety and joint road use conflicts
2. Minimum setbacks to adjacent properties will create significant unmitigated noise impacts
3. 60K case winery, office and hospitality complex/ operation and is out of scale other facilities on Westside Road and incompatible with the neighborhood
4. Disproportionate focus on hospitality and promotional uses which is inconsistent with the General Plan
5. Location within the scenic corridor would be inconsistent with the Open Space - Scenic Corridor Element
6. Situated in a high concentration of existing wineries/tasting rooms detrimental to the rural character

1. Significant impacts to public safety would result from the two opposing driveways with insufficient sight distances located in close proximity to three other tasting rooms.

The W-Trans traffic study dated March 10, 2016 does not adequately address the traffic safety and joint road use impacts associated with this project.

First, the project is on two sides of the road, with driveways directly opposing each other on a section of Westside Road with very limited sight distance. Attachment #2 shows a sign for an event at a winery located next door, warning drivers of stopped traffic during an event. This sign was placed at the location of the existing driveways for the proposed Project, and illustrates the challenging sight distances that currently exist for drivers visiting the three (3) existing wineries located in the quarter mile (1/4 mile) stretch of road where the Project is to be located.

Second, the prevailing speed analysis, indicating a speed of 35 mph, appears to be inaccurate. The prevailing speed study should be independently verified because is does not reflect speeds of drivers actually using this section of roadway.

Third, The W-Trans study did not apply the correct standard for a significance threshold and mitigations required for Discretionary Use Permit projects per the *Sonoma County Guidelines for Traffic Impact Studies.* As required by Section 6 of these guidelines, projects requiring traffic impact studies must meet 11 thresholds of significance. The County document states:

> "A project would have a significant traffic impact if it results in any of the following conditions:
> 9. Sight Lines: The project constructs an unsignalized **intersection (including driveways)** and/or adds traffic to an existing unsignalized intersection approach that does not have adequate sight lines based on Caltrans criteria for state highway intersections and AASHTO criteria for County **roadway intersections**." (Emphasis added)

The requirement for Staff to use the AASHTO **roadway intersection** standards was confirmed in the June 1st hearing for a proposed project at 4603 Westside. The W-trans study uses the shorter "stopping distance criteria for private driveways". Unless the proper sight distance significance threshold is achieved and the impacts mitigated, the County cannot approve a mitigated negative declaration for a project with a significant **unmitigated** impact.

At the prevailing speed assumed in the W-trans study of 35 mph, a sight distance of 390 feet is necessary in both directions. At 40 mph the required sight distance is 445 feet. The W-Trans study must be redone using the correct AASHTO roadway intersection standard – Attachment # 3. The Department of Transportation and Public Works is requiring removal of a hillside to increase the sight distances to the north, but even with this mitigation, it is not sufficient to create adequate sight distances.

Fourth, even if the County relies on stopping distance as opposed to sight distances for assessing traffic safety, the possibility of queuing onto Westside Road must be considered. With events of up to 300 people entering and exiting the two opposing driveways there are likely to be backups on Westside. Queuing was also considered by the BZA as a reason for denial of 4603 Westside that had similar issues using the minimum stopping distance standard. Meeting the minimum stopping distance standard is simply not sufficient to ensure the safety of the public in this stretch of Westside Road with limited visibility and three other winery/tasting room access roads in close proximity.

Finally, joint road use conflicts with visitors, local traffic, large trucks and bicycles all using this stretch of Westside Road were not addressed at all. Westside Road is a heavily used bicycle route with a bicycle "Level of Service (LOS) E. The April 2017 Level of Service Analysis shows that Westside is already at Level of Service C, with at least three (3) known projects in addition to the subject project, the Level of Service Analysis should address cumulative impacts of existing and known projects as well as the potential of increased visitation at existing wineries when permits are modified to add promotional and hospitality activities.

2. Noise assessment does not appear to adequately mitigate winey equipment and truck noise impacts on adjacent sensitive land uses.

The potential for noise environmental impacts from the project located at 7097 Westside Road (UPE14-0008) was assessed and reported by Illingworth & Rodkin (I&R) in four *Environmental Noise Assessment* documents dated October 9, 2013, September 4, 2015, March 7, 2017 and August 16, 2017.

According to General Plan Noise Element Policy NE-1c, *the total noise levels resulting from new sources shall not exceed the standards in Table NE-2 as measured at the exterior property line of any adjacent noise sensitive land use.*

The October 9, 2013 document was prepared with two major (critical) General Plan Policy NE-1c inconsistencies:

- The adjacent noise sensitive land use (APN 110-240-024) south of the proposed winery and wine cave location was omitted; and
- Noise levels for the noise sensitive land use (APN 110-240-020) south of the proposed wine tasting and events location were measured at the "residences" rather than the exterior property line.

An addendum was prepared dated September 4, 2015 assessing amplified music and speech generated at the Walnut Grove measured at the exterior property line of the APN 110-240-020 property. Yet, the March 7, 2017 *Environmental Noise Assessment*, which was prepared and described as twice revised contained the same original Policy NE-1c inconsistencies and critical omissions noted in the original 2015 document. This was brought to the attention of planner Traci Tesconi in a meeting held on August 10, 2017. As a result, a fourth assessment was prepared dated August 16, 2017, which included the adjacent noise sensitive land use (APN 110-240-024) immediately south of the proposed winery location.

Given the close proximity to sensitive land uses, a peer review should be required.

Further comments will be submitted under separate cover.

3. The 60K case size and intensity of winery, hospitality and office complex is out of scale with other Westside Road facilities and are incompatible with the neighborhood

As stated in the WCA January 14 letter, the Project is simply too large in scale compared to other winery/tasting rooms recently permitted on Westside Road. Attachment #6 is a summary of the other production facilities permitted in the Westside Area, which indicates an average of less than 20,000 cases.

Attachment #7 is a calculation of the square footage of various project components based on the preliminary design drawings.

Based on the most recent search of the files, the WCA believes the Project features include: Overall construction of 46,000 sq. ft., four (4) tasting rooms, three (3) kitchens, two (2) overnight lodgings, 6,000 sq. ft. of office space and 11,700 sq.ft. of hospitality area is simply too much commercial development for a rural area. This is particularly the case given the other 29 permitted facilities in the Westside Area.

4. The large land area and facilities dedicated to non-agricultural activities is not consistent with the general plan requirement that such uses and facilities be limited in scale and intensity, and secondary to agriculture.

General Plan policy AR6 states that visitor serving uses should be secondary and incidental to local agriculture. As stated in the WCA January 14 letter, the scale of visitor serving uses is disproportionate to the processing facilities and as mentioned above, out of scale with surrounding operations. Attachment # 8 shows the approximate area of the primary hospitality operation, and covers nearly 3 acres. The four tasting rooms, three kitchens, lodgings and other event space comprise nearly 65% of the size of the processing area.

The 24 Ag promotional event-days for up to 300 guests is much larger than for neighboring wineries. The average number of events per facility on Westside Road is 11, including industry events. The most recent project approval on Westside was for 12 events, which included 8 days of industry events.

5. The reconstruction of abandon hop kiln structures to tasting rooms, food service facilities and lodgings within the scenic corridor conflicts with the General Plan Scenic resource element, and detrimental to rural character.

See WCA January 14, 2015 and December 2, 2014 letters regarding the inappropriateness of reconstruction and intensification of use of existing farm structures within the scenic corridor.

As stated in these letters, Westside Road embodies Healdsburg's rich agricultural heritage. Keeping these old structures located within the scenic corridor in their natural state should be a priority. Attachment #9 is a picture of an old barn in the scenic corridor on Westside Road is one of the most recognizable scenes of Sonoma County agriculture. Converting such structures as the one shown in the photo, or the hop kilns at the Project into a tasting rooms, surrounded by parking with big signage and very commercial oriented uses should not be permitted. Such buildings could be used as barns for equipment storage for example.

Also, the County was not willing to allow conversion of an agricultural building in the scenic corridor to be converted to a tasting room for a recent project proposal on Westside Road.

6. The location of the winery, food service and logging and entertainment facilities in such close proximity to three (and potentially four such facilities) within a half mile will constitute a detrimental concentration under the General Plan.

The proposed project would result in the fourth tasting room in 0.25 miles. Attachment # 10 is an aerial view of this concentration of tasting rooms

The BZA is considering concentration in its approvals of applications for visitor serving facilities and activities. In a recent denial of a project in the same vicinity as the Project (4603 Westside Road PLP14-0031), the BZA resolution denying the project states:

> *"2. Event and Tasting Room Traffic .... Westside Road has 29 permitted wineries along the roadway, and traffic on Westside Road includes operational traffic from wineries, travel to/from tasting rooms and winery event traffic. The Project would result in four wineries with tasting rooms and events within 0.6 miles. The proposed winery is adjacent to MacRostie Winery at 4603 Westside Road to the south and near three tasting rooms to the north: VML Winery and Alysian Wines at 4035 Westside Road and Baccigalupi Winery at 4353 Westside Road."*
>
> *"The proposed addition of another winery and tasting room in close proximity to the existing tasting rooms would contribute to a concentration of uses that would be incompatible with the neighborhood character and deleterious to the rural character of the immediate area."*

In addition, as the attachment to the January 18 letter shows, that with 29 permitted facilities on Westside Road, any additional facilities or events would have a significant cumulative impact on the number of events and visitor serving activities.

For the above reasons, and site constraints, the WCA requests that the Project be denied.

Sincerely,

Westside Community Association Advisory Committee

cc: Jennifer Barrett Jennifer.barrett@sonoma-county.org
Tennis Wick tennis.wick@sonoma-county.org

Attachments
1. WCA January 14, 2015 letter w/ attachements
2. Event warning sign at adjacent winery
3. AASHTO sight distances for roadway intersections
4. Aerial view of closest sensitive use to property line
5. Aerial view of closes sensitive use to property line
6. Production capacity of Westside Road wineries
7. Calculation of sq. footage of hospitality areas
8. Hospitality area dimensions
9. Iconic barn on Westside Road
10. Aerial view of concentration area

Permitted Winery Processing Capacity for Wineries in the Westside Area

#	Winery_Name	Prod_Cap Cases/Yr	Use permit number	Street Number	Street Name
1	Geyser Peak	100,000	UPE00-0016	2306	Magnolia
2	MacPhail Family Wines	5,000	UPE-06-0039	851	Magnolia
3	Kistler	120	UPE06-0058	493	W. North
4	UpTick	20,000	UPE09-0063	779	Westside
5	DeVero	3,000	UPE10-0031	766	Westside
6	Mill Creek Vineyards	12,000	UPE80-52A	1401	Westside
7	Passalacqua	12,000	UPE9571	2062	Mill Creek
8	Armida Winery	32,000	UPE11-0072	2201	Westside
9	De la Montanya	10,000	UPE00-0001	745	Foreman
10	Twomey Cellars	30,000	UPE98-0155	3004	Westside
11	Matrix Winery	50,000	UPE01-0093	3291	Westside
12	Flowers	150,000	UPE97=0016	4032	Westside
13	Lion Natha(MacRostie)	10,000	UPE07-0123	4605	Westside
14	Landy Vineyards	5,000	UPE07-0060	2347	Sweetwater
15	Landmark	30,000	UPE13-0026	6050	Westside
16	J Rochioli Vineyards	15,000	UPE03-0019	6192	Westside
17	William Selyem (Allen)	16,000	UPE04-0018	6575	Westside
18	Arista Winery	20,000	UPE09-0026	7015	Westside
19	William Selyem	35,000	UPE04-0074	7227	Westside
20	Thomas George Estate	20,000	UPE10-0019	8075	Westside
21	Porter Creek	9,000	UPE86-0136	8735	Westside
22	Rob Tomerlin	500	UPE01-0110	8605	Westside
23	Moshin Vineyards	30,000	UPE01-0058	10295	Westside
24	Gary Farrell Winery	30,000	UPE99-0026	10701	Westside
	Total Case Productio	**644,620**			
	Total # of Wineries	**24**			

Avg. Capacity w/o 2 largest and 2 smallest = 19,575 cases
Avg. Capacity wineries apprv. In last 10 years = 17,571 cases
Avg. Capacity of all 24 wineries = 26,860 cases

Calculations of Square Footages from Hop Kiln Application Drawings

Drawing A1.10

1. Existing Hop Kiln buildings 2 buildings at 35.5' X 35.5' X2 = 2,520 sq. ft.

Added footprint area from rebuilding Hop Kilns

1 - 16'X10' = 160 sf. Electrical/HVAC space
1- 16'X10' = 160 sf. Mechanical/Plumbing
1- 10'X10' = 100 sf. Stair well
1 – 6'X10' = 60 sf. Elevator
Total increase = 480 sf.

Ratio of new to existing square footage to new = 480/2,520 = **19% increase.**

Currently there is no use of the non-conforming hop kiln structures. Even if there was a legal non-conforming use such as a tasting room, or other such use, the proposed modifications exceed 10% of the existing footpring of the building.

Calculation of Square footage of visitor serving and entertaining facilities

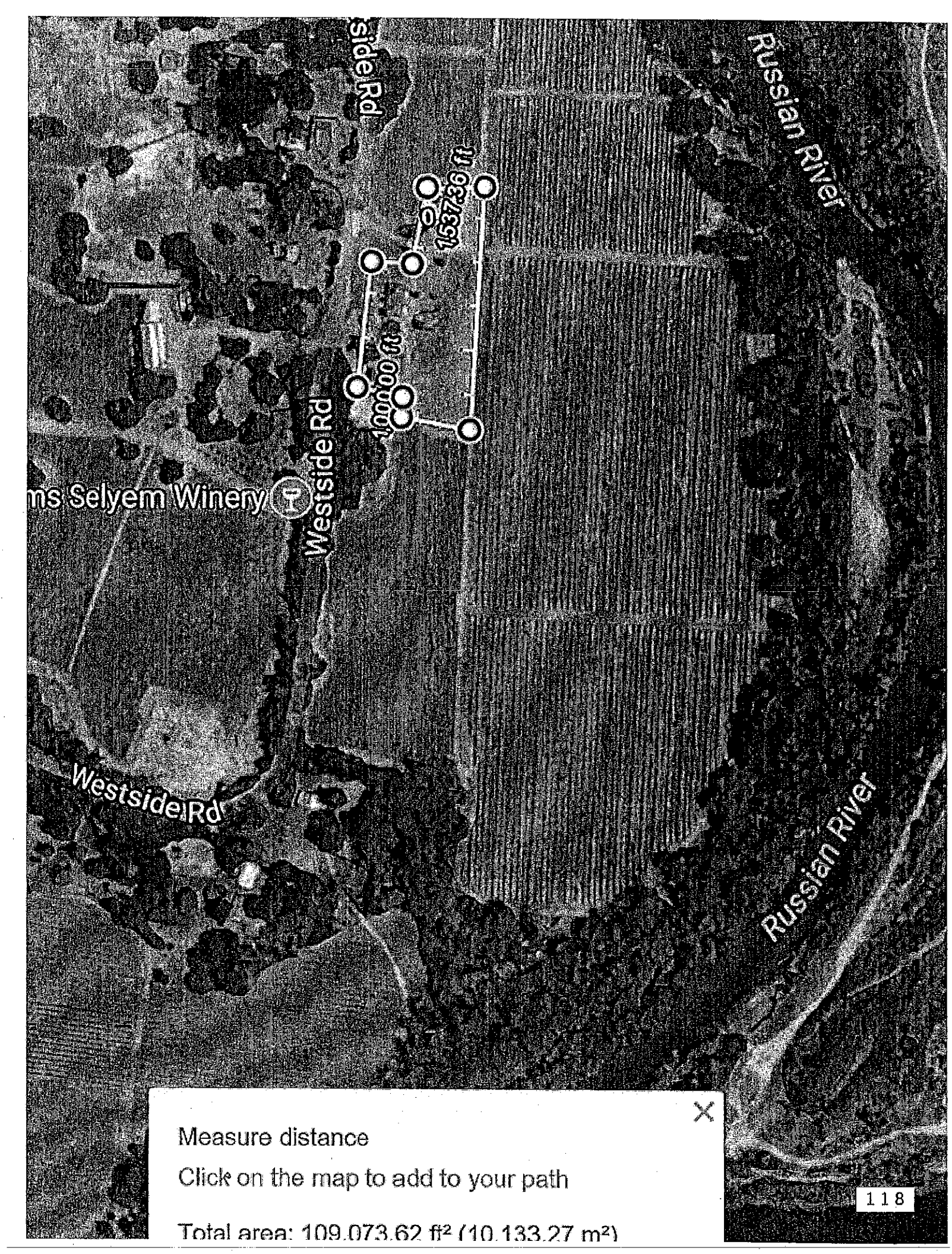
Hop Kilns tasting rooms	2,520 sf.
Winery tasting rooms	4,200 sf.
Bale Barn	3,600 sf.
Bridge	1200 sf.
Total	11,700 sf.

Winery size approximately 26,000 sf. plus cave storage.

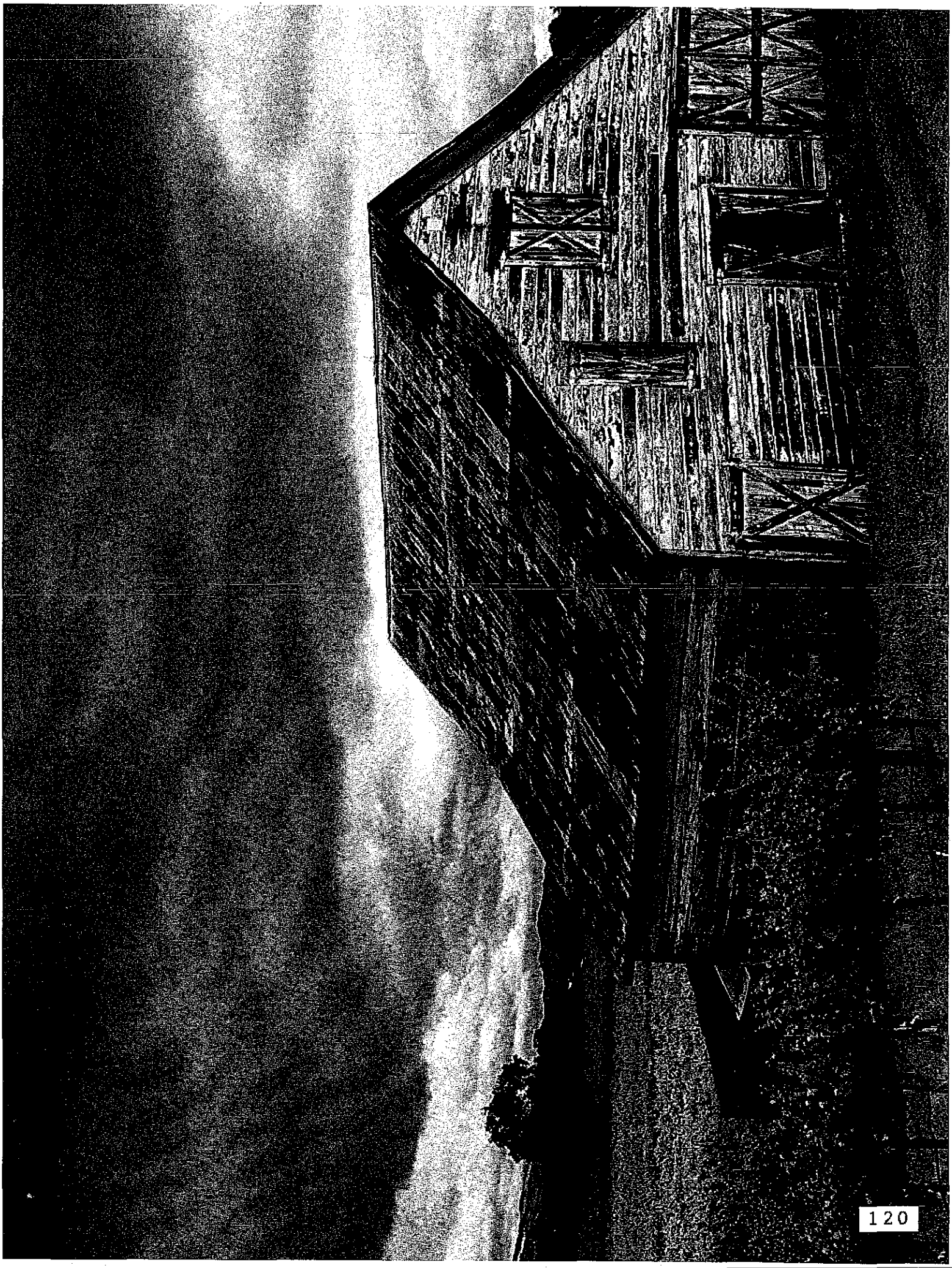
Winery sf. calculations

Main Building 1st fl.	75X230=17,250
Main Building 2nd fl.	=12,500
Truck area	= 6,000
Mechanical	= 1.500
Hop Kiln	=5.000
Bale Barn	=4,000
Total	=46,250 buildings

Gracianna Winery
Arista Winery
Williams Selyem Winery
Westside Rd


Russian River
153736 ft
100'00 ft
Westside Rd
ms Selyem Winery
Westside Rd
Russian River
Measure distance
Click on the map to add to your path
Total area: 109,073.62 ft² (10,133.27 m²)

Westside
Westside Rd
173.21 ft
Williams Selyem Winery
Westside Rd
Measure distance
Click on the map to add to your path
Total distance: 173.21 ft (52.79 m)



Sent: Monday, July 06, 2015 9:08 AM
To: McCall Miller
Subject: Fw: Landmarks Commission - Ramey

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The Knapp Architects Supplemental Study says that the buildings on either side of the street don't relate to each other or depend on each other. But common sense, suggests to me that they very much depended upon and related to each other.

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What is troubling is that this conclusion seems like a threat with no other solution.

It is my hope that the project built at this site be appropriate in its scope, size and fit to support Sonoma County's farming heritage and embrace the rural character of the scenic corridor on Westside Road.

Sincerely

Nancy Citro
4160 Westside Road
Healdsburg, CA 95448

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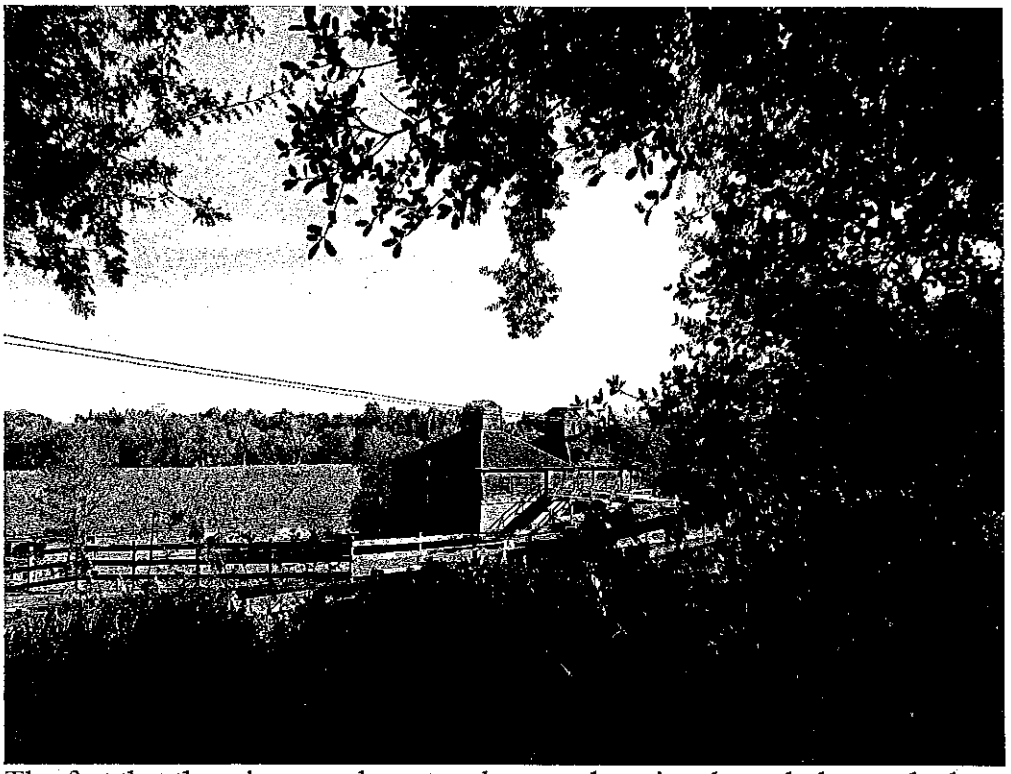

The fact that there is now a busy two lane road cutting through the ranch, doesn't change the history that it was once a working ranch with a house, a commercial farming operation, and other buildings that supported the animals and maintenance of the ranch.

Another point in the study - the property history clearly mentions a collection of buildings, specifically the blacksmith shop, smoke house, corn crib and small barn. Only the small barn is mentioned in the study, and it states "these buildings are no longer extant" Did the author mean no longer stand out, or no longer exist? I believe they do exist.

The property history says the rear half of the Barn was probably built in the 1800s and that the
Kaisers "rebuilt deteriorated walls, installed new roof, rebuilt and expanded breezeway porches..." It says "Barn/garage adjacent to home was renovated, expanded and re-roofed in
1989." It describes the Cottage as "Garden cottage and deck with walk-in cold box built in 1992,
with permits." It refers to a "Collection of small buildings on home site—blacksmith shop, smoke house, corn crib, small barn—all add historic charm. All are in use, though upgrade work remains to be done." **These buildings are no longer extant**.

A final conclusion in the study states:

mostly to inhibit future changes on the subject parcel. If the current winery proposal is approved for the subject parcel and then the HD zoning overlay is applied to it afterwards, there could be the perverse effect of holding the subject parcel for many years in the condition it will reach when the new winery is completed. (Even worse,

applying HD zoning to the subject parcel now could interfere with the winery project which offers the **only hope** of preserving the deteriorating hops complex.) For these reasons, it appears that the intent of the HD zoning can best be achieved by applying it only to the Hop Kiln, Baling Barn, and Trestle; the County's prevailing zoning regulations are the best choice for the subject parcel.

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Healdsburg, CA 95448

CMPR
CARLE, MACKIE, POWER & ROSS LLP
ATTORNEYS

July 1, 2015

VIA EMAIL ONLY

Sonoma County
Landmarks Commission
c/o Traci Tesconi, PRMD Supervising Planner
(Traci.Tesconi@sonoma-county.org)

Re: UPE 14-0008
Applicant: David and Carla Ramey

Dear Commissioners:

This letter is in support of the Rameys' request that the Historical District designation not be applied to the portion of their proposed project along the west side of Westside Road but, instead, be applied only to a separate parcel across the road, to the east. As you may recall, the Rameys have already agreed to allow the imposition of HD zoning on that eastern parcel: the parcel containing the historic hop kilns and related structures.

The purpose of the upcoming Landmarks hearing on this project (set for July 7, 2015) is to further discuss whether HD zoning is appropriate for the portion of the proposed project that lies on the west side of Westside Road. The Joint Landmarks Commission and Design Review Committee meeting of December 2, 2014 issued a recommendation that all parcels comprising the project - on both sides of Westside Road - be designated HD zoning. The Rameys have asked for reconsideration of that one issue.

The property on the west side of the road is APN 110-240-040 and lies within the Fifth Supervisorial District. The east parcel - containing the hop kilns and related buildings - is across the road and is identified as APN 110-240-031. That eastern parcel is in the Fourth Supervisorial District. A copy of the County Assessor's Map for that portion of Westside Road is attached to this letter, with the Ramey parcels marked in yellow and the neighbors' properties marked in green.

As suggested by the Joint Landmarks Commission and Design Review meeting last December, the Rameys retained Knapp Architects to prepare a supplemental report specifically discussing the portion of the project along the west side of Westside Road. That report was submitted to you in April 2015. As indicated in the Supplement to Historical Resource Study, the west side of the property contains buildings of a different nature and character than the historic east side.

The western portion of the project is different from the eastern portion in many ways. First, the western portion is about 1/10 the size of the property on the east side of the road. [Supplement, p. 3]. Second, the buildings on the west side of the road are not directly across from the east side's hop kilns and related buildings. [Supplement, p. 4]. Third, in relatively recent times, the property on the west side of the road has had many changes: the construction and installation of an irrigation pond, several additions to the "main house" with associated changes in both roof line and building outline, and changes to the barn as late as 1989 with visible differences in architecture/construction in various portions of the building. [Supplement, pgs. 4, 6, 10]. Fourth, while the main house and barn had early beginnings, "they can no longer convey their beginnings clearly enough to be eligible for their age alone." [Supplement, p. 15]. Fifth, several of the original buildings have already been torn down [Supplement, p. 8] and the Pole Barn and Cottage are relatively recent construction [Supplement, p. 13]. Finally, unlike the hop kilns and related structures on the east side of the road, there is no evidence that the buildings on the west side are any more historic than other properties on the roadway: The Main House, the Barn, and the Shed are not buildings which "embody the distinctive characteristics of a type, period, region, or method of construction." [Supplement, p. 13].

As such, on behalf of David and Carla Ramey and their family members, we ask that the Landmarks Commission make a recommendation that the HD zoning be applied only to the portion of this project that is on the east side of the road (APN 110-240-031) and that the parcel on the west side of the road (APN 110-240-040) remain governed by the County's prevailing zoning regulations.

Thank you for your consideration of this letter as well as the Knapp Supplement to Historical Resources Study discussing the property on the west side of the roadway.

Very truly yours,

Kimberly Concoran

KC/lm
Enclosure
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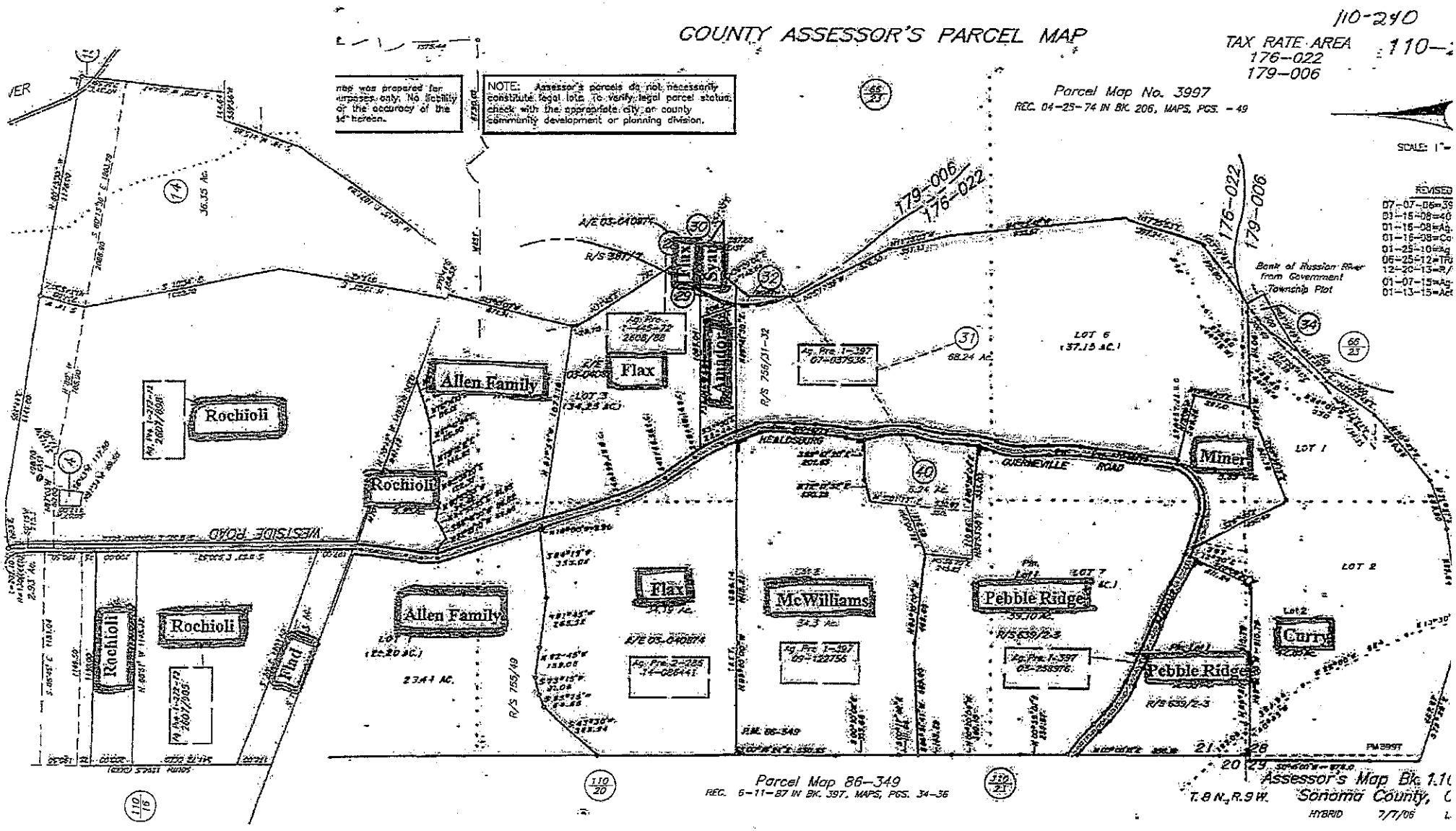
COUNTY ASSESSOR'S PARCEL MAP
110-240
TAX RATE AREA
176-022
179-006
Parcel Map No. 3997
REC. 04-25-74 IN BK. 206, MAPS, PGS. -49
NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.
Rochioli
Allen Family
Flax
Amador
Flax
Syar
Rochioli
Rochioli
Rochioli
Find
Allen Family
Flax
McWilliams
Pebble Ridge
Pebble Ridge
Curry
Miner
WESTSIDE ROAD
HEALDSBURG
GUERNEVILLE ROAD
LOT 6
(37.15 AC.)
LOT 1
LOT 2
Bank of Russian River from Government Township Plat
Parcel Map 86-349
REC. 6-11-87 IN BK. 397, MAPS, PGS. 34-36
Assessor's Map Bk. 1.1
Sonoma County,
T. 8 N., R. 9 W.
HYBRID 7/7/06

Traci Tesconi

From: Denise Peter
Sent: July 07, 2015 8:07 AM
To: Traci Tesconi
Subject: FW: Landmarks Commission - Ramey

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July 1, 2015

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c/o Traci Tesconi, PRMD Supervising Planner
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I am writing in response to the request by Ramey Vineyards LLC to have APN 110-240-040 removed from consideration for Historic District status.

As a 60+ year resident of Westside Road I have seen many changes on this small stretch of rural road. Living nearing 10 miles from town and working in Healdsburg all my life I have had a front row seat, nearly every day, to the changes that have taken place. With the unprecedented growth of the wine industry in the area, we seem to be loosing our heritage properties at an alarming rate. The property at 7097 Westside Road is a perfect example of one of the few remaining heritage properties that add to the rural character that make Westside Road a special place for its residents and visitors alike.

The Litton ranch is one of the few remaining remnants of the flourishing hop industry that played such an important role in the agricultural history of Sonoma County. This was a true working ranch with a farm house, equipment and storage barns, and an operating hop kiln and bailing barn. Knapp Architects states "Simply put, the subject property is best understood as a home farm, and APN 110-240-031 across the road is best understood as a hops operation, and they do not relate or depend on each other enough to be combined into a single property". This is beyond my comprehension since I have always viewed this as one ranch. Knapp Architects refers to the subject property as a "home farm". Doesn't that in itself mean they are interrelated? Knapp also states that the "very old" Main House and Barn "appear" not to be eligible to the California Register. I wonder if they might appear to be eligible of the California Register by another architectural firm.

I don't understand Knapps Architects continued efforts to disconnect the two parcels in question. They talk about an "ambiguous visual connection to the subject property, at best", but anyone who stands on either property can easily see that vistas from either property is enhanced by the other. In other Historic Districts I have noted that the propose of the district is to propose boundaries that protect vistas, and that other buildings contribute positively to the environment setting. These boundaries also help to control projected road work and development in the area that would detract from the historic nature of the hop barns. APN 110-240-040 must be protected in order to insure the significance of the hop processing facilities. The statement that HD designation may "inhibit future changes on the subject parcel" is actually the reason why both properties need to be included in the historic district.

In the conclusion to the "Supplement to Historical Study" Knapp states that "If the current winery proposal is approved.....then the HD zoning overlay is applied to it afterwards, there could be the perverse effect..." Fortunately no project has been approved for the parcel in question, so that is not a concern. Then Knapp reaches the conclusion "(Even worse, applying HD zoning to the subject parcel now could interfere with the winery project which offers the only hope of preserving the deteriorating hops complex....)". I must take exception to this conclusion. How could Knapp possibly know that the ONLY way to save the hop barn

January 23, 2015

Mr. Tennis Wick
Director, Sonoma County PRMD
2550 Ventura Avenue
Santa Rosa, CA 95403

Dear Director Wick,

I write in response to the letter from Mr. Marc Bommersbach and the Advisory Board of the Westside Community Association dated January 14, 2015. I'd like to briefly correct and clarify a number of misstatements in that letter and their prior letters.

--We propose a winery of 32,000 square feet, cut-and-fill new construction with 21,000 square feet of caves—not the 46,000 square feet *plus* caves claimed. The winery site sits outside the 200 foot scenic corridor easement, and further, will not be visible from Westside Road.

--The three year average (2012-14) grape yield from the 42 acres of vineyard at Westside Farms is 214 tons. At 61 cases per ton, this will produce 13,000 cases of wine, not 7,000 to 9,000. We currently produce, within the city of Healdsburg, 40-45,000 cases of wine from about 700 tons of grapes. Of this, approximately two-thirds come from Sonoma County and one-third from Napa. In the Russian River AVA we have long bought grapes from the Dutton's, the Martinelli's, the Rochioli's and Kent Ritchie. Vineyards sources in 2014 along Westside Road include Campbell-McKinney, Bucher, Rochioli, and our own vineyard. In the Sonoma Coast AVA we buy from the Martinelli's Charles Ranch, the Platt Vineyard and Rodgers Creek Vineyard. "Locally-sourced" has been and is interpreted by the County as grapes from Sonoma County and adjacent counties. This language was inserted into our project statement at the request of our planning staffer, Traci Tesconi. It does not mean that we need to, or intend to, begin importing grapes from multiple adjacent counties; to suggest so is disingenuous. Our single largest product, and the one most likely to grow, is Russian River Chardonnay. It will grow as we begin, in 2017, to use all the Chardonnay from our property—most of which is now trucked to Chateau St. Jean in Kenwood.

--The concern about an increase in traffic overlooks the traffic engineer's conclusion that "the proposed project will have a limited impact on traffic operation along Westside Road, and will actually generate fewer special event trips than the previous use for Westside Farms" [that of pumpkin patch and hay trailer rides].

--The stated calculations of entertainment and administrative space are wildly exaggerated. The winery building itself will have 45,470 square feet (sf) of production space (including 21,000sf of cave), not 27,050, and 7,460sf of administration, production offices and marketing space—exactly 14.09%. The hop kiln and baling barn do not pertain to this calculation. But even looking at lumping together the winery and the two barns, there will be 6,400sf of combined entertainment space in the two barns and the winery, not 11,700, and 4,500sf of offices, not 6,000.

--To characterize our project as an event center and assert that we're proposing a restaurant and resort facility is completely incorrect. We will be entertaining invited guests for a small number of

lunches or dinners, mostly indoors. As stated in our proposal, there will be no weddings or concerts and none of the facilities will be available to outside parties. There is no reference to a restaurant on any of our plans. Marketing accommodations *are* allowed on Williamson Act properties [Rule 8.3-B-2]; we propose two of these, not two to four. These will be available by invitation for our employees and guests at no charge. The authors want to skip directly from the use of the hop kiln and baling barn for hops to our proposed use as tasting rooms, omitting their recent use for pumpkin patch sales and hay rides, which drew far more people and cars at one time than anything we might possibly envision.

--The fact that the existing barns lie within the 200-foot scenic setback was addressed by the joint Landmarks and Design Review Committees meeting, along with the height regulation [Design Review Committee Record of Action, Dec. 2, 2014, attached]. Without rehabilitation and repurposing to support the current economic use of the property, these two historic buildings will continue to decay and collapse.

--It is impossible to see how the 24 events requested might be construed as 44 event days.

--The authors claim a 19% increase in footprint of the hop kiln when in fact it will be 7.5%; that will be due to the elevator for handicap access so the internal footprint of the kilns will be respected.

We reached out to Nancy Citro of the Westside Community Association and met with a group of them at her home on September 5th, 2013. As the owners of two residences on Westside Road and members of the Association ourselves, we share their concerns about traffic and quality of life on Westside Road. Our property has a long history of commercial agriculture which we intend to continue; our daughter Claire has joined the family business and lives in the yellow farmhouse at Westside Farms with her husband, Ivan. Our son Alan is finishing his final semester of college and has informed us that he, too, intends to join the family business. At the September 5, 2013 meeting, however, we were informed that the steering committee of the Westside Community Association has adopted the position of opposing *any* additional tasting rooms on Westside Road. We went to the meeting hoping for a dialogue with our neighbors but instead ran into preformed opposition. The many false and distorted allegations in these letters might have been cleared up if they had reached out to us, but working together is not their intent: complete blockage of new projects is. We will continue to make ourselves available to our Westside Road neighbors and welcome the opportunity to correct their misconceptions.

Thank you for your consideration.

Sincerely,

David and Carla Ramey

Cc: Supervisor James Gore
Supervisor Efren Carrillo
Planning Commissioner Tom Gordon
Planning Commissioner Willie Lamberson
Planning Commissioner Pamela Davis
Planning Commissioner Tom Lynch
Planner Traci Tesconi

DESIGN REVIEW COMMITTEE RECORD OF ACTION

December 2, 2014

Item No.1 Time: 3:00 p.m. File: UPE14-0008
Applicant: David and Carla Ramey Staff: Traci Tesconi
Cont'd from: N/A
Env. Doc: N/A
Proposal: Request for a Use Permit and Administrative Design Review for a winery (two story, approx. 23,000 sq ft) with a maximum annual case production of 60,000 cases with a wine cave (approx. 20,720 sq ft) and conversion of hop kiln building to public and private tasting rooms open from 10 am to 5 pm, 7 days a week, and conversion of a hop baling barn to a public and private tasting room with a two-guest room marketing accommodation unit on the upper floor and to include 22 agricultural promotional events with a range of guests (10 events with 30 guests, 5 events with 60 guests, 5 events with 120 guests, & 2 events with 300 guests) and participation in industry wide events totaling two event days with a maximum of 300 guests on 75 acres. A four- year Use Permit term is requested under Section 26-92-130 of the Zoning Code. No weddings or concerts are proposed. The parcel is under a prime Land Conservation Contract. The project site is located along a Scenic Corridor.
Location: 7097 Westside Road, Healdsburg
APN: 110-240-031, -032, and 040 Supervisorial Districts: 4 & 5
Zoning: LIA B6, 60 acre density, BR (Biotic Resource), SR (Scenic Resource), VOH (Valley Oak Habitat), F1 (Primary Floodplain), F2 (Secondary Floodplain)

Public Hearing: No

PEOPLE PRESENT:
Design Review Committee: Don MacNair, Jim Henderson, Melinda Grosch
Staff: Traci Tesconi
Applicant: David and Carla Ramey and their consultants
Others: Landmarks Committee and Staff, Denise Peter

PROJECT DESIGN: [ ] Final Review [ ] Referral [X] Preliminary Review

ACTION:	Project Design Needs Revision (see attached comments)	Project Design Approved (subject to comments and conditions attached)	Bring Back on Consent Prior to Issuance of Building Permit	Project continued to: _____	Bring Back to Staff Prior to Issuance of Building Permit
Site Plan	X				
Architecture	X				
Landscaping	X				
Signs	X				
Grading	N/A				
Exterior Lighting	X				
Fence Design	X				

VOTE: The Design Review Committee (DRC) approved the existing height of the Hop Kiln and Bale Barn buildings which exceeds 35 feet. The DRC also approved maintaining these two structures in their current footprint within the Scenic Corridor setback.

Don McNair: Aye	Jim Henderson: Aye	Melinda Grosch: Aye	
Ayes: 3	Noes: 0	Absent: 0	Abstain: 0

The Land Marks Commission (LRC) and DRC took the following actions together:

- Final review of the project (after the Board of Zoning Adjustments decision) to be by the Joint LRC / DRC.
- The Joint LRC / DRC recommend that the HD (Historic Combining District) be added to the property.

DESIGN REVIEW RECORD OF ACTION SHEET
COMMENTS & CONDITIONS

Applicant: David and Carla Ramey
Address: 7097 Westside Road, Healdsburg

File: UPE14-0008
Date: December 2, 2014

NOTE: the applicant is urged to respond under each comment as to how plans have been revised. If a recommended change is not made, please indicate why. Please submit your responses with plans for Joint Landmarks Commission and Design Review Committee Final Design Review.

SITE PLAN

1. Parking on new winery (west) side of Westside Road the parking/drive seems to be a huge expanse of asphalt.

Response: _____

2. Flip parking stalls to opposite side of lot so that they are adjacent to building rather than having people cross the drive aisle.

Response: _____

3. Trash enclosure – where is it?

Response: _____

ARCHITECTURE: Building Elevations, Colors, Materials, etc.

1. New winery building is so completely divergent from the historic nature of the Hop Kiln, etc. Completely modern office type structure out in the rural area. Not the appropriate aesthetic for this location. How do you soften the building without relying only on the vines?

Response: _____

2. Should not really be able to see solar panels as you approach the building or from above (adjacent properties).

Response: _____

3. Consider design elements or re-massing to soften the front Hop Kiln elevation. The ramp and elevator structure look ultra modern in contrast to the rural character of the Hop Kilns.

Response: _____

LANDSCAPING: Design, Plant Types and Sizes, Irrigation, etc.

1. Rethink the "rosemary garden" as it has a very rigid geometric structure and detracts from the Hop Kiln building. The retaining walls along the edges of this area are particularly distracting, but may need to be maintained to preserve characteristics of Hop Kiln buildings.

Response: _____

2. Need tree islands in the parking lot – one every eight spaces.

Response: _____

3. Consider framing but not obscuring view of north end of Hop Kiln building with vegetation.

Response: _____

4. Put oaks in the roundabout middle of new winery (west side) parking lot rather than olives. Oaks are part of the vernacular of the landscape.

Response: _____

5. Don't want the landscaping to change the character of the view as you come around the corner – iconic view of Hop Kiln building. Soften the retaining walls along edge of "rosemary" garden. Plant something more natural and not so rigid rather than the rosemary.

Response: _____

6. DRC Committee member MacNair: Urges the use of oaks near Hop Kiln as this would have been an oak woodland.

Response: _____

7. LC Committee member McAllister: New landscaping is too strident in front of the Hop Kiln building. Would like to see the grades and mood of the front the same as they are currently – retain the ramp as historic but garden doesn't work. Garden is a good idea but needs to be elsewhere. Front of Hop Kiln and Baling Barn needs to stay quieter. Landscape plans need to be more fully developed. Espalier apples may be problematic – too hot? And need shade in the parking area which they don't really provide.

Response: _____

8. LC Committee member Much: Historic view of Hop Kiln is very important so make sure landscaping doesn't interfere with that. Leave ramp but replace rosemary with grasses. Berms to hide or soften retaining wall would be good.

Response: _____

9. LC Committee member Simpson: Liked open landscaping; likes agricultural use in parking lot (apples, olives); don't obscure the view; don't "over polish" – keep the feel authentic.

Response: _____

SIGNS

1. Are Corten letters going to be back lit?

Response: No.

2. Need full set of sign plans for all internal and directional signs and any signs that will be along Westside Road.

Response: _____

ROAD

1. Crossing by pedestrians?

Response: Not going to be an issue as operating as two separate businesses.

2. Concerned about potential employee crossing road.

Response: _____

EXTERIOR LIGHTING

1. Need lighting plans

Response: _____

FENCE DESIGN

1. Need gate and entry designs and elevations

Response: _____

Traci Tesconi

From: Pamela Martinelli [pammy@sonic.net]
Sent: April 08, 2015 10:01 AM
To: Tennis Wick; James Gore; Efren Carrillo; tommgordon@gmail.com; willielamberson24@gmail.com; p.davis479@gmail.com; tlynch@sonic.net; Traci Tesconi
Subject: Proposed Ramey Winery Site

Director Wick, et al.,

We are writing to express our support of David and Carla Ramey's proposed winery project on Westside Road. We believe that this project will in fact preserve a precious part of this county's agricultural history.

So much of our county's agricultural success today stems from attracting visitors to our farms and facilities and providing an on-site personal experience. We believe that their repurposing of, and creating access to, these historic structures, while still maintaining an agricultural use, will benefit all of us in the long run. Without a viable economic use of the old Westside Farms baling barn and hop kiln, this property cannot sustain itself.

We have had a business relationship with the Rameys for going on eight years now. They have conducted their business with the utmost integrity and have always been true to their word. We believe their project will insure an agricultural use of this historic site, all the while providing much needed jobs and tax revenues for our county.

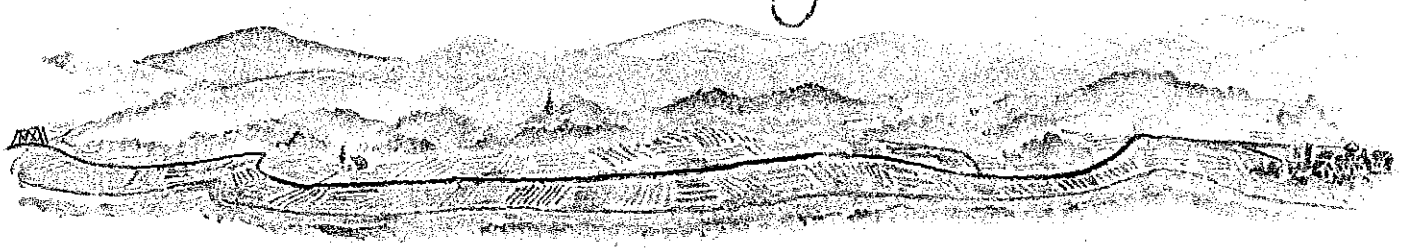
Sincerely,

Lee and Pamela Martinelli

Lee Martinelli
Fifth Generation Farmer
Martinelli Farms, Inc.

Pamela Martinelli
Accountant/Truck Driver
Martinelli Farms, Inc.

Westside Community Association



Formed for the purpose of furthering the welfare of the Mill Creek and Westside Communities

January 14, 2015

Tennis Wick
Director, PRMD
2550 Ventura Avenue
Santa Rosa CA 95403

RE: UPE14-0008; 7097 Westside Road Healdsburg, Ramey Vineyards LLC

Dear Mr. Wick,

The Westside Community Association (WCA) submits the following comments regarding the proposed Use Permit for a new winery and entertainment facilities at 7097 Westside Road (Project).

The Project, which includes a large winery, several tasting rooms, restaurant related facilities, lounge and overnight accommodations, is:

1. Too large in scale,
2. Disproportionately focused on entertainment and events,
3. Located within the scenic corridor,
4. Situated in a high concentration of existing wineries and tasting rooms, and
5. Has cumulative impacts that have not been assessed.

1. Too Large in Scale: This is the most intense project ever proposed for Westside Road, and is out of scale with other recently permitted projects. The project consists of over 46,000 square feet of new construction plus the construction of wine caves, four (4) separate tasting rooms, including a VIP lounge, three (3) kitchens, and two (2) overnight accommodations.

A 60,000 case operation would be significantly larger than neighboring facilities. Westside Road has 23 permits for grape processing. While decades ago two facilities were permitted for more, the average maximum permitted production of

Westside Community Association, P.O. Box 1821, Healdsburg CA 95448

the other 21 faculties is 20,000 cases. The 42 acres of grapes planted on the Project site translates into roughly 7,000 to 9,000 cases of production utilizing on-site fruit.

The Project proposes to import fruit from as far away as Lake, Mendocino, Napa and Marin counties. Since the vast bulk of the fruit will be transported to the winery, there is no justification for a winery size in this rural location much larger than the 20,000-case average in the area.

In addition, a 60,000 case winery, importing the bulk of its fruit from far away does not appear to have a strong agricultural justification for re-locating a processing facility currently located within the City of Healdsburg to an already impacted and important rural roadway.

Furthermore, the existing winery in Healdsburg employs a staff of 15 people. Moving the existing operation out of town will mean that 15 people that now work in a location with access to transportation and other services will have to commute out to the far reaches of Westside Road, and in addition to the extra truck trips for importing fruit, will add yet more traffic on this already impacted rural roadway.

2. Disproportionate focus on entertainment: A large proportion of the Project's square footage is geared around entertainment, events and commercial office space, and calls into question whether the visitor serving and administrative components of the project are truly incidental and secondary to agriculture. With the 3-story baling barn, tasting rooms in the hop kilns, and tasting rooms and kitchen located within the winery as well, there is more than 11,700 square foot of entertainment and visitor serving facilities, and 6,000 square feet of office space. Actual winery processing space is 27,050 square feet, which means that entertainment and office space is equal to approximately 65% of the space dedicated to actual wine processing. The County has determined that amount of marketing and administrative office uses should not exceed 15% of the winery size to be considered "incidental" in use.

The proposed lounge, commercial kitchen, food service facilities, and lodgings together, effectively represent a restaurant or resort facility, which is not allowed in neither LIA zoning nor on Williamson Act lands, and these features should be removed from the project.

The strong hospitality and entertainment orientation weakens the agricultural connection justifying a location in a very rural area on Westside Road. It suggests that the main reason for moving the existing processing facilities from a location in Healdsburg, with good highway and transportation access for it operations and employees, to Westside Road; is to exploit the location on this rural roadway, for commercial marketing purposes.

Westside Community Association, P.O. Box 1821, Healdsburg CA 95448

3. Scenic Corridor and Non-Conforming Use Restrictions: Westside Road is a designated Scenic Corridor under the Open Space Element of the County General Plan. The proposed project would result in several structures, parking and other development within the 200-foot setback. (See Attached WCA Letter submitted on December 2, 2014 to the Design Review Committee.)

The WCA does not believe that constructing tasting rooms and other visitor serving facilities in the location of the current hop kilns and bale barn complies with either Sonoma County zoning ordinances, the General Plan Open Space Element or Section 65567 of the State Planning and Zoning law.

Westside Road embodies Healdsburg's rich agricultural heritage, with scenic vistas and historic structures, which provide continuity with our past and enhance our quality of life. The Project threatens this heritage. This Project includes large structures and parking adjacent to historic buildings and viewscapes, and includes intense visitor serving uses that will be degrade the rural character of the area.

4. **Situated in a high concentration of existing facilities**: Per General Plan Ag Resource Elements AR – 5F(3), 5G, and AR-6F, a detrimental concentration of wineries, tasting rooms and event facilities is a rationale for the County to deny a discretionary Use Permit.

There are already three (3) other facilities with visitor serving uses within the quarter mile stretch of Westside Road where the Project is proposed to be located[1]. Adding a fourth, very large project in this particular stretch of road, in close proximity to several other event facilities, will create traffic issues that have not been assessed. In addition, Westside Road is a designated County bicycle way. It is one of the most popular bicycle routes in the County, and is used by farm equipment and many local and visiting motorists as well. Such a tight concentration of event facilities will also greatly impact the rural character and rural landscapes on this already impacted and important rural scenic byway.

Also, having the winery across the street from the tasting room and entertainment facilities will create additional road safety issues with visitors and employees forced to cross the narrow roadway with limited sight lines.

5. Cumulative Impacts: The cumulative impacts for an additional and very large project as proposed in the area will be significant. Westside Road currently has 27 permitted tasting rooms, entertainment facilities, and wineries. It is an area that has one of the highest concentrations of events and event facilities in the County, and already has a detrimental concentration of events and event facilities.

---

[1] Other three facilities - Arista UPE09-0026, William Seylem UPE04-0074, Gracianna Family Winery UPE10-0021,

As a consequence, the cumulative impacts of any additional projects will degrade the rural character of the area. A project proposing a 60,000 case, 46,000 square foot facility with 10,700 square feet of entertainment facilities, 6000 square feet of office space, hosting 44 event days, public tasting and lodging facilities, will have a detrimental impact on the neighborhood.

In addition, the project site is located in a cluster of tasting rooms and wineries that, with the addition of the proposed Project would result in four facilities within approximately one-quarter mile along Westside Road.

Conclusion: The Project is simply too large, and commercially oriented for a rural area such as Westside Road, and will be detrimental to the rural character of the area. In addition, having restaurant facilities and buildings located within the scenic corridor, the Project violates Sonoma County Zoning Code and General Plan requirements. For these reasons, the WCA does not support the County granting a discretionary use permit for the Project. The WCA is also concerned that features of this Project do not comply with the zoning code or Rule 8 of the Williamson Act, and calls into question why the Project was sent for Initial Study review before the non-compliant features are removed.

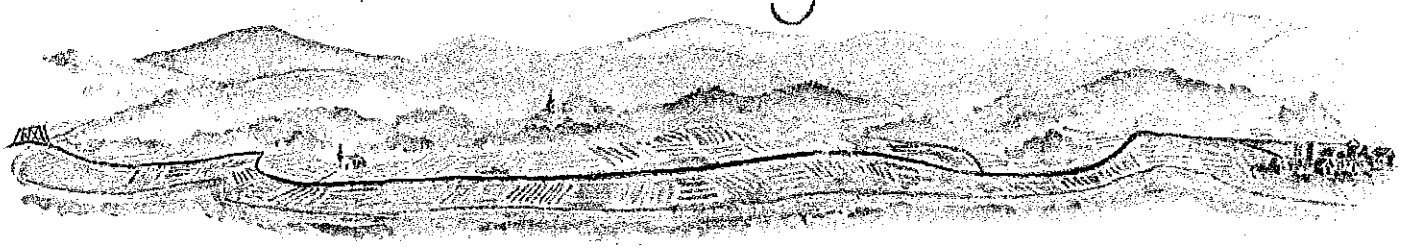
For the above reasons, the WCA believes that this Project is not suited for the proposed location on Westside Road and should be denied.

Respectfully Submitted,

Westside Community Association Advisory Committee

cc
Supervisor James Gore
Supervisor Efren Carrillo
Planning Commissioner Tom Gordon
Planning Commissioner Willie Lamberson
Planning Commissioner Pamela Davis
Planning Commissioner Tom Lynch
Planner Tracy Tesconi
Attachment

Westside Community Association



Formed for the purpose of furthering the welfare of the Mill Creek and Westside Communities

December 2, 2014

Sonoma County Joint Design Review/Landmarks Commission
2550 Ventura Ave.
Santa Rosa, CA 95403

RE: 7097 Westside Road, UPE14-0008

Dear Commissioners

This letter is on behalf of the Westside Community Association (WCA) regarding the proposed use of the existing hop kiln structures for entertainment and visitor serving uses, which is included the Ramey Use Permit application.

The WCA does not believe that constructing a tasting room and other visitor serving facilities in the location of the current hop kiln structures complies with either Sonoma County zoning ordinances, the General Plan Scenic Resource Element or Section 65567 of the State Planning and Zoning law.

Section 65567 of the State Planning and Zoning law prohibits issuance of a building permit in contravention of the General Plan's Open Space Element. The proposed new tasting room, entertainment and parking facilities intrude into the 200 foot setback and may not be built consistent with either State law or the General Plan requirements.

The existing hop kiln structures are non-conforming structures because they are located within the 200 ft. scenic corridor setback. The provision of Section 26-64-030 Scenic Resource Combining District apply to properties along scenic corridor, and delineates the conditions whereby construction may be permitted on the properties covered by this provision The proposed project is located in a scenic corridor and thus subject to the provision of this section. Since the proposed project is a not a maintenance, restoration or reconstruction of the existing hop kiln, but rather a new use, requiring virtually all new construction, there is no provision that would permit such new construction and new use within the 200 foot setback.

The provision of Section 26-64-030 allowing construction new barns and similar agricultural support services would also not apply as agricultural support services are spelled out in Policy AR-5f as processing, storage, bottling, canning, and packaging. The proposed use is clearly visitor serving.

Similarly Article 94 – Nonconforming Uses of the Sonoma County Zoning Code delineates the circumstances under which a non-conforming use may be continued or reconstruction may be permitted. Again, the proposed new use and construction does not comply with County codes. Under section 26-94-010 the non-conforming use may be replaced by a use of the same or less intensity upon obtaining a use permit. The proposed project does not qualify under this provision for two reasons. First, the use of the hop kiln structure has been abandoned for a sufficiently long time that any new use would not be replacing a current use. Second, the proposed use is not "the same or less intensity". A tasting room, VIP lounge, marketing accommodations, and two kitchens and dining areas is certainly not a less intensive use.

Section 26-94-020 delineates how a non-conforming use can be reconstructed. Under this provision, the need for reconstruction would have to be as the result of several enumerated circumstances – explosions, acts of god and the like, and presumably be replacement of an existing, non-commercial use. The proposed project does not meet these standard for a reconstruction.

Finally, even if the proposed new construction and use were a continuation of an existing non-conforming use, which is not the case, the proposed modifications, in addition to being a more intense use, would increase the foot print of the structures by more than 10% limitation contained in Section 26-94-010. Based on drawing A1.10 of the application the existing hop kiln structures would be increased by approximately 19%.

Therefore, for the above stated reasons, the WCA requests that the Landmarks Commission not recommend approval of this new construction because is does not comply with the County's General Open Space Element and the County's Zoning Ordinances.

Thank you for your consideration of the important matter.

Sincerely,

Westside Community Association Advisory Board

cc Tracy Tesconi

Westside Community Association

Formed for the purpose of furthering the welfare of the Mill Creek and Westside Communities

December 2, 2014

Sonoma County Joint Design Review/Landmarks Commission
2550 Ventura Ave.
Santa Rosa, CA 95403

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Section 65567 of the State Planning and Zoning law prohibits issuance of a building permit in contravention of the General Plan's Open Space Element. The proposed new tasting room, entertainment and parking facilities intrude into the 200 foot setback and may not be built consistent with either State law or the General Plan requirements.

The existing hop kiln structures are non-conforming structures because they are located within the 200 ft. scenic corridor setback. The provision of Section 26-64-030 Scenic Resource Combining District apply to properties along scenic corridor, and delineates the conditions whereby construction may be permitted on the properties covered by this provision The proposed project is located in a scenic corridor and thus subject to the provision of this section. Since the proposed project is a not a maintenance, restoration or reconstruction of the existing hop kiln, but rather a new use, requiring virtually all new construction, there is no provision that would permit such new construction and new use within the 200 foot setback.

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Finally, even if the proposed new construction and use were a continuation of an existing non-conforming use, which is not the case, the proposed modifications, in addition to being a more intense use, would increase the foot print of the structures by more than 10% limitation contained in Section 26-94-010. Based on drawing A1.10 of the application the existing hop kiln structures would be increased by approximately 19%.

Therefore, for the above stated reasons, the WCA requests that the Landmarks Commission not recommend approval of this new construction because is does not comply with the County's General Open Space Element and the County's Zoning Ordinances.

Thank you for your consideration of the important matter.

Sincerely,

Westside Community Association Advisory Board

cc Tracy Tesconi

RECEIVED
DEC 0 1 2014
PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT
COUNTY OF SONOMA

November 23, 2014

Landmarks Commission and Permit & Resource Management Department
County of Sonoma
2550 Ventura Avenue
Santa Rosa, California 95403

FILE: UPE14-0008

RE: Request for Use Permit to allow conversion of hop kiln and baling barn to tasting rooms including two marketing accommodations rooms

Dear Commissioners,

This letter is intended to be applied to the public record as a positive declaration in favor of the use permit under consideration by the Permit & Resource Management Department in relation to the Ramey Cellars notice of waiver.

We are aware of the intent to use and acknowledge that the impacts, if any, will be minimal and concur with staff that any land use alteration is consistent with the neighborhood, land use zoning and county intent.

As neighbors we are familiar with the wine business and its need to offer the complete "Sonoma County" experience since healthy brands are critical to a viable and positive economic environment. We will be pleased to see the approval of this use permit and the restoration of a landmark that deserves reminding our community of its storied past. We are convinced the Ramey's will do a first-class job.

Best regards,

Trini + Lisa Amador

Trini and Lisa Amador
6910 Westside Road
Healdsburg, Ca 95448

Received 9-17-2014

Judith Olney, editor

July 28, 2014

Westside Area InfoZone

RECEIVED
SEP 17 2014
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT
COUNTY OF SONOMA

Dear Judith,

I have been looking over your website and thought it would be a good idea to introduce myself and my family. After reading the details about our project online I thought your members might appreciate a bit more information about our plans. Before the purchase of Westside Farms became final in December of 2012, we were already familiar with the ranch as we took our then young children to the Kaiser's pumpkin patch a number of times along with their school communities. We have since learned that hundreds of local children, now grown, have shared this wonderful experience.

My husband David has been involved with making wine and buying grapes for over 30 years, mostly in Sonoma County. Working originally for other wineries, such as Simi, Matanzas Creek, Chalk Hill, and Rudd, to name a few; he/we started our own business in 1996 with 250 cases of Chardonnay. Today we make approximately 40,000 cases of wine per year, much of which is Chardonnay from the Russian River Valley. We lease 2 buildings in Healdsburg from the Deas family and a partnership which includes the Deas'. They are warehouse-type buildings on Haydon Street and Healdsburg Avenue.

Our children were born and attended school here in Sonoma County. Our daughter Claire, age 23, and her husband Ivan, live in the old farmhouse on Westside Farms which the Kaisers vacated in December. They have 12 chickens and hope for some goats. Ivan, originally from Montenegro, became a US citizen a few months ago. He grew up on a farm and is very handy to have on the property. Claire has come to work for us full-time at the winery since graduating from college.

Our son Alan, now 22, works for us during the summer between college terms and will be graduating next May. I handle the books, payroll, compliance, and multiple administrative tasks for our business. At the winery buildings we have 11 fulltime local Sonoma County employees, many which live here in Healdsburg. They make it all possible for us and I invite you to visit our website to meet them online. www.rameywine.com

Redwood Empire Vineyard Management has been farming the 42 acres of Chardonnay and Pinot Noir for some time now and is careful to make sure the grapes are farmed sustainably. We have 6 honeybee hives adjacent to the vines, lovingly cared for by Agustin Carrasco, who originally worked for the Kaisers and now works for us as a full-time ranch manager. Planting of bee friendly gardens is on-going. We take our responsibility as caretakers of this exceptional property very seriously.

Last year we commissioned BioEngineering Associates to repair severe erosion along the Russian River at the northern boundary of the property, the same company that the Rochiolis used up river. The natural approach of using layers of willow saplings, gravel, burlap and rock to stabilize the bank allowed

us to retain riparian land and preserved vegetation. Tree root wads were placed in the Russian River along our property by the Russian River Wild Steelhead Society and State Fish and Game to create slow water habitat for salmon.

Our property has been in agriculture for over 100 years. It was originally planted with oats, hay and beans, then hops, and when that crop fell to mildew, prunes. Grapes were finally planted in 1990--the crop that enables the majority of local farmers to stay in agriculture and sell their fruit to wineries. We are proud to continue the tradition of supporting agriculture here in Sonoma County and feel that the purchase of this amazing property is the realization of a dream for our family and business.

We are in the process of re-submitting our use permit after receiving suggestions from Traci Tesconi, our planner, for additional studies which should help the planning commission get a clearer picture of our intentions and the state of affairs on the parcel.

Our plan is to refurbish the hop kilns and baling barn and convert them into tasting rooms. We have worked with our architect, Olle Lundberg, to preserve the shape and footprint of one of only eight hop kilns remaining in northern California. We will preserve the furnace and ducting on one side so visitors can see how the hops were processed. I have attached a photo to show how little the buildings will change with the renovation. A large vegetable and flower garden will be planted in front of the kilns with a small orchard planted off to the side. We also plan on building a winery on the upper side of the parcel hidden from the vantage of the road, half buried (cut and fill) so it will save energy and disappear into the slope. The winery will not be open to the public and all shipping fulfillment and case goods storage is off site at the Sonoma County Vintners Coop in Windsor. Not only is this arrangement more convenient for trucking, it also cuts traffic and wear and tear on a rural road. Our completed traffic study found that we would produce significantly less traffic in one year than the pumpkin patch generated in two months.

If you take the time to research our winery you will see that we are in the wine business, not in the event (i.e. wedding) business. None of the facilities we propose will be available for rental or use by outside parties. This August marks only the 3rd consumer event we have ever hosted, an invitation to our mailing list customers to taste our new releases. Most of the popular wine tasting weekends held locally are not attractive to us--our wines carry a higher price point than would be attractive to a large audience. We hope you will come to welcome us as new neighbors of the Westside Road community. As residents of Westside Road ourselves, can understand your concerns.

Thank you for taking the time to read my letter. My family and I welcome your questions.

Sincerely,

Carla Ramey

Ramey Vineyards/Ramey Wine Cellars

Work phone 707-433-0870 ext. 2107 - carla@rameywine.com

Subject: Re: UPE14-0008 Ramey Winery and Tasting room
Date: Tue, 25 Nov 2014 10:41:57 -0800
From: Nancy <healdsburggal@sonic.net>
To: Traci Tesconi <Traci.Tesconi@sonoma-county.org>

Good morning Traci

I have been reviewing this project description and I note that two of the historic buildings are not listed as being on the project. In the email below, I mention the blacksmith shop and the corn feeder. Also, the historic significance is not mentioned, the history starts with the purchase of the property by the Kaisers. Since this is such a historically significant property in our neighborhood, I would like to see all the building mentioned, and a discussion as to which ones are going to be torn down along with the history of this site.

Also, I have a phone number of Yolando Solano, but not her email address. Would you please forward this to her? and also add it to the packet for the Dec 2nd Landmarks Commission meeting?

Thank you Traci
Nancy Citro

Denise Peter

From: Bryan Much [bryanmuch@gmail.com]
Sent: December 01, 2014 9:35 AM
To: Denise Peter
Subject: Re: FW: Re: UPE14-0008 Ramey Winery and Tasting room -note from Nancy Citro

Hi Denise,
Are you able to comment on Nancy's concerns about the 2 bldgs? I'm not sure if any of this came up at the last mtg I was not present at.

thanks!
-Bryan

On Tue, Nov 25, 2014 at 4:09 PM, Denise Peter <Denise.Peter@sonoma-county.org> wrote:

Dear Commissioners,

Nancy Citro (healdburggal@sonic.net) requested that I send you her emails below containing her comments on historic resources at the Ramey Winery site. These are for your consideration for the upcoming Joint Design Review/Landmarks Commission Review meeting on Tuesday December 2, at 3 pm.

I will also distribute these emails in hardcopy form to you at the meeting.

Best,

Denise Peter, AICP

Planner III, Comprehensive Planning

Sonoma County Permit and Resource Management Dept.

2550 Ventura Ave., Santa Rosa, CA 95403

707-565-7385 (direct), 707-565-1180 (fax)

dpeter@sonoma-county.org

From: McCall Miller
Sent: November 25, 2014 3:41 PM
To: Denise Peter; Traci Tesconi
Cc: Chelsea Holup
Subject: FW: Re: UPE14-0008 Ramey Winery and Tasting room -note from Nancy Citro

This is an email from Nancy Citro regarding the upcoming Landmarks Commission meeting.

Traci- she attempted emailing you, but got your out of office auto-reply.

Denise- she asked this be sent to Yolanda, but I am sending it to you since you are now the lead on Landmarks Commission.

McCall

From: Nancy [mailto:healdsburggal@sonic.net]
Sent: Tuesday, November 25, 2014 2:23 PM
To: McCall Miller
Subject: Fwd: Re: UPE14-0008 Ramey Winery and Tasting room -note from Nancy Citro

Hi McCall
Thank you for returning my call. Would you please forward this to Yolando and the commissioners for the Dec 2nd agenda? Also, would you please send me the staff report?

Thanks for your help,

Nancy Citro
433-2928
healdsburggal@sonic.net

-------- Original Message --------

Subject: Re: UPE14-0008 Ramey Winery and Tasting room
Date: Tue, 25 Nov 2014 10:41:57 -0800
From: Nancy <healdsburggal@sonic.net>
To: Traci Tesconi <Traci.Tesconi@sonoma-county.org>

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Also, I have a phone number of Yolando Solano, but not her email address. Would you please forward this to her? and also add it to the packet for the Dec 2nd Landmarks Commission meeting?

Thank you Traci
Nancy Citro

On 3/4/2014 8:57 AM, Traci Tesconi wrote:

> Hi Nancy,
>
> Thank you for the historical information about the site. Yes, I knew Ron and Pam Kaiser very well – great folks. I met with David Ramey at the site. With the amount of vineyard planted on the site there are options available to them to keep the old farmhouse, so I will continue to work with them with that goal in mind.
>
> Great that you are working with Yolanda on the grant for Westside Road in general.
>
> Sincerely,
>
> Traci Tesconi

Planner III / Project Review Section of PRMD

direct line: (707) 565-1903 / fax : (707) 565-1103

e-mail address: Traci.Tesconi@sonoma-county.org

From: Nancy [mailto:healdsburggal@sonic.net]
Sent: Monday, March 03, 2014 6:11 PM
To: Traci Tesconi
Subject: Re: UPE14-0008 Ramey Winery and Tasting room

Hi Traci

Thank you for taking the time to send me an email explaining the process, I appreciate it. The parcel may not be zoned HD but it probably has the oldest buildings on this site than any other on Westside Road. There is a rich history and hopefully is well documented at our local Healdsburg museum and at the Northwest Information Center.

This is going to be a tough project for me because I worked at Westside Farms for many years and am personal friends with the former owners. It is a mixed blessing. I know the Rameys' have plans to re-purpose the Hop and Baling barns, which is going to keep them from falling down. The former owners did not have the financial ability to do that, so, for that I am personally grateful.

The Ramey's told the Kaisers that the original farmhouse was NOT going to be torn down, but I see that has changed. The farmhouse was build in the 1800's. Also, the old blacksmith shop (which I worked in for two seasons) will be torn down, along with the corn feeder? (not sure that the name is correct) will also be torn down. The barn building that they want to convert into another dwelling is so old it is put together without nails and has hand crafted beams cut with an ax. I do not think there are other examples of this on Westside Road.

Our historical buildings on Westside Road are such a big part of our rural character, we as a community would like to see them remain as part of our farming heritage. I have spoken to Yolanda, and we (Westside Community Association) hope to apply for a grant thru the Landmarks Commission to do a Historic Resources Inventory of Westside Road. We will be applying for a grant this year.

Beyond the historical significance, I appreciate your letter to the applicant regarding the project. It is valuable to note the seven specific concerns early on as this permit process must be an expensive undertaking for the applicant.

We look forward to seeing the Historical Evaluation. Thanks again for taking the time to email me.

Best

Nancy

On 3/3/2014 4:49 PM, Traci Tesconi wrote:

Hi Nancy,

You reviewed the above file and left a note that Landmarks Commission was not marked for referrals. The project has been deemed incomplete so no referrals have been sent out at this time. But, I wanted to provide some clarification on processing procedures. The project site is **not** zoned HD (Historical Resource), but I have required an Historical Evaluation and Cultural Resource Survey. Once the Historical evaluation is submitted it is reviewed by PRMD's Planner who sits on the Landmarks Commission to determine if the project must be set for Landmarks Commission review. PRMD has always taken a conservative approach in this determination. But I will know more once the Historical Evaluation has been submitted. Also, once referrals are able to be sent out, the response from the Northwest Information Center at Sonoma State will also provide further information.

If you have any further questions, please contact me and Yolanda Solano is the PRMD Planner for Landmarks Commission if you have any processing questions.

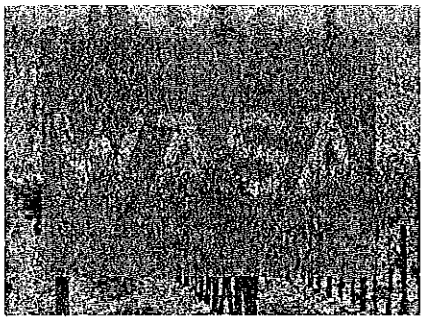
Sincerely,

Traci Tesconi

Planner III / Project Review Section of PRMD

direct line: (707) 565-1903 / fax : (707) 565-1103

e-mail address: Traci.Tesconi@sonoma-county.org



October 27, 2014

Tennis Wick, PRMD Director
2550 Ventura Ave Santa Rosa, CA 95403

RE: Concern – Potential Breach of Williamson Act Contract – UPE14-0008

Dear Planning Director Wick,

The Westside Association to Save Agriculture (WASA) is responding to the Referral to Agencies for the Initial Study of the subject project. And, are requesting that your department review the information outlined below (documents attached), and respond as to whether the project description included in the Initial Study constitutes a "material breach" of the Williamson Act contract.

Department of Conservation – Definition of Material Breach: " Government Code Section 512250(b) defines a material breach on land subject to a Williamson Act contract as a commercial, industrial or residential building (s), exceeding 2,500 square feet that is not permissible under the Williamson Act, contract, local uniform rules or ordinances. "

Project; Ramey Vineyards LLC 7097 Westside Road Healdsburg, CA 95448
APN: 110-240-031 -032 -040
Ag Preserve 397-07-037936 Type 1 Prime – with 50% planted in vineyard

Sonoma County Williamson Act Considerations: The project site is under a Williamson Act Contract for prime land (Type 1), which provides a tax break to the owner for land restricted to agricultural and open space uses, as outlined in the County Uniform Rules for Agricultural Preserves. In order to comply with the contract, land must meet the following standards:

1) The land must be devoted to an agricultural or open space use as defined in the Williamson Act; the County has required at least 50% of the land be devoted to agriculture or open space use to meet this standard;

2) The land must have a minimum parcel size of 10 acres for a type 1 or 40 acres; and

3) **Compatible uses may be permitted provided that they are incidental to the primary use of the land for agriculture and they meet the criteria for compatibility.**

Permit Application History:

A. **January 21, 2014 Original Application Proposal Statement:** Baling Barn building defined as primarily event/ entertaining space: "...refurbish three story baling barn as a marketing reception area: equipment storage on the ground level, kitchen and meeting area for marketing purposes on mid-level; and 2 bedrooms as marketing accommodations on the top level, and two work stations."

B. **February 4, 2014 Letter from PRMD Staff to Applicant: Page 2 -3, Item 4 addresses Williamson Act Consistency relative to dedicated "marketing center"**: County questions the separate Baling Barn structure given uses include a commercial kitchen, private dining and tasting space, 2 bedrooms and baths and 2 work spaces – primarily event-related activities.

The planner cites Category G, attaches policy for dwelling units, and then concludes the Proposal does not comply: "Category G: Miscellaneous: Special events, when directly related to ag...promotion; provided that: a) events last no longer than two consecutive days and **do not provide overnight accommodations; b) No permanent structure dedicated to events is constructed or maintained on the contracted land."**

Finding: " For the project site, **neither the density, nor the Williamson Act contract allows another dwelling unit on the parcel.** Therefore, the marketing accommodations as designed are inconsistent with the zoning density allowance and the Williamson Act contract. Appropriate revisions to the project and plans are required prior to further processing the request."

C. **September 17, 2014 Meeting Re-cap between Ramey owners, Traci Tesconi, PRMD, Adobe Associates and Earthtone Construction: Paragraphs 3 -4:** The Applicant is proposing three to four separate tasting areas on the Williamson Act lands: (1-2) public in Hop Kiln(s), (3) private Club Member only Baling Barn with commercial kitchen, large event room, 2 bedrooms with bath and work spaces or lounge; and (4) winery location across the road for distributor and high end club member tastings.

The County generally only allows one tasting room, yet the PRMD planner advised the Applicant to label the building: **Parcel 110-240-031-032:** "Discussion about uses of Baling Barn as tasting – Tesconi recommends labeling it as ..."private tasting by invitation only..." This would separate it from the public tasting room which will be located in the current Hop Kiln."

D. October 7, 2014 PRMD sends out the referral packet for UPE 14-0008: Ramey Vineyards LLC that describes the project as follows. **A significant deficiency in the application is the lack of clear square footages for its event and entertaining space.**

Conservatively, the Baling Barn has about 2,800 square feet of event-related and "dwelling" space on two stories, including a kitchen, dining area, several lounges, and 2 to 4 bedrooms with 2 baths. The Hop Kilns add between 2,500 – 5,000 square feet of

public tasting and food service facilities, depending on whether just one or both will have tasting. And, all the buildings are joined by outdoor entertaining space.

See Figure A1.01 which labels certain spaces as "retail" or "restaurant" or "lounge" for Hop Kilns and Baling Barn – one item missing from the description is the player piano and the chandeliers:

- **68+ acre parcel: 2 Hop Kilns** *(approximately 2,000 to 2,500 sq feet each)* **converted to public and private tasting:** (Tasting Rm 795 sq. ft.; Tasting Bar / Kitchen 397 sq. feet) and Case Storage 813 sq. feet)
- **2 story Baling Barn (***approximately 1,500 sq. ft. per floor* **with two floors converted to a "Private Club and Lounge" (**second floor**:** Private tasting room 595 sq. feet, Retail bar and Kitchen 295 sq. feet, Private Club 545 square feet. Third Floor" 2 Bedrooms with bath, 2 " Work Spaces or Lounges
- **22 Promotional Events of up to 300 people,** with 10 in the Baling Barn including "on-site food preparation" with dinners lasting until 9 pm.
- 6+ acre parcel: 23,000 square feet of Winery Production facilities, with private tastings and some events, and Wine cave for storage.

From the above, and as further documented in the attachments, it does not appear that the Applicant changed the project to address the Williamson Act concerns about another "dwelling unit" -- as the kitchens and bedrooms remain - nor the concern that the Baling Barn building is dedicated to Events and Entertaining.

The Westside Association to Save Agriculture thanks you in advance for your review and assessment of this situation. The Applicant is early in the process, and this is the time for adjustments to be made to the project.

Sincerely,

Westside Association to Save Agriculture
Cc: Planner Traci Tesconi, with Attachments

A. January 21st: Original Ramey Vineyards LLC Proposal
B. February 4th: PRMD Letter – Williamson Act concerns
C. September 17th: Meeting Re-Cap – PRMD Planner suggests labeling Baling Barn a "Tasting for Club Members only" or "Tasting by Invitation only" – but does not address the concerns with consistency with Williamson Act
D. Reference to: October 7th: Referral Packet for Application UPE14-0008

Traci Tesconi

From: Nancy [healdsburggal@sonic.net]
Sent: Monday, March 03, 2014 6:11 PM
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able to be sent out, the response from the Northwest Information Center at Sonoma State will also provide further information.

If you have any further questions, please contact me and Yolanda Solano is the PRMD Planner for Landmarks Commission if you have any processing questions.

Sincerely,

Traci Tesconi
Planner III / Project Review Section of PRMD
direct line: (707) 565-1903 / fax : (707) 565-1103
e-mail address: Traci.Tesconi@sonoma-county.org

***** Please Note*****

PRMD office hours are as follows: Monday through Thursday from 8:00 a.m. until 4:00 p.m.
The lobby is closed on Friday.
PRMD staff will continue to work in the field and will be in the office five days a week working on permitting and planning projects.

Westside Community Association

Formed for the purpose of furthering the welfare of the Mill Creek and Westside Communities

December 2, 2014

Sonoma County Joint Design Review/Landmarks Commission
2550 Ventura Ave.
Santa Rosa, CA 95403

RE: 7097 Westside Road, UPE14-0008

Dear Commissioners

This letter is on behalf of the Westside Community Association (WCA) regarding the proposed use of the existing hop kiln structures for entertainment and visitor serving uses, which is included the Ramey Use Permit application.

The WCA does not believe that constructing a tasting room and other visitor serving facilities in the location of the current hop kiln structures complies with either Sonoma County zoning ordinances, the General Plan Scenic Resource Element or Section 65567 of the State Planning and Zoning law.

Section 65567 of the State Planning and Zoning law prohibits issuance of a building permit in contravention of the General Plan's Open Space Element. The proposed new tasting room, entertainment and parking facilities intrude into the 200 foot setback and may not be built consistent with either State law or the General Plan requirements.

The existing hop kiln structures are non-conforming structures because they are located within the 200 ft. scenic corridor setback. The provision of Section 26-64-030 Scenic Resource Combining District apply to properties along scenic corridor, and delineates the conditions whereby construction may be permitted on the properties covered by this provision The proposed project is located in a scenic corridor and thus subject to the provision of this section. Since the proposed project is a not a maintenance, restoration or reconstruction of the existing hop kiln, but rather a new use, requiring virtually all new construction, there is no provision that would permit such new construction and new use within the 200 foot setback.

The provision of Section 26-64-030 allowing construction new barns and similar agricultural support services would also not apply as agricultural support services are spelled out in Policy AR-5f as processing, storage, bottling, canning, and packaging. The proposed use is clearly visitor serving.

Similarly Article 94 – Nonconforming Uses of the Sonoma County Zoning Code delineates the circumstances under which a non-conforming use may be continued or reconstruction may be permitted. Again, the proposed new use and construction does not comply with County codes. Under section 26-94-010 the non-conforming use may be replaced by a use of the same or less intensity upon obtaining a use permit. The proposed project does not qualify under this provision for two reasons. First, the use of the hop kiln structure has been abandoned for a sufficiently long time that any new use would not be replacing a current use. Second, the proposed use is not "the same or less intensity". A tasting room, VIP lounge, marketing accommodations, and two kitchens and dining areas is certainly not a less intensive use.

Section 26-94-020 delineates how a non-conforming use can be reconstructed. Under this provision, the need for reconstruction would have to be as the result of several enumerated circumstances – explosions, acts of god and the like, and presumably be replacement of an existing, non-commercial use. The proposed project does not meet these standard for a reconstruction.

Finally, even if the proposed new construction and use were a continuation of an existing non-conforming use, which is not the case, the proposed modifications, in addition to being a more intense use, would increase the foot print of the structures by more than 10% limitation contained in Section 26-94-010. Based on drawing A1.10 of the application the existing hop kiln structures would be increased by approximately 19%.

Therefore, for the above stated reasons, the WCA requests that the Landmarks Commission not recommend approval of this new construction because is does not comply with the County's General Open Space Element and the County's Zoning Ordinances.

Thank you for your consideration of the important matter.

Sincerely,

Westside Community Association Advisory Board

cc Tracy Tesconi

Fred Euphrat
208 Haydon St
Healdsburg, Ca 95448
707.433.5544

26 March 2015

Mr. Tennis Wick
Director, Sonoma County PRMD
2550 Ventura Avenue
Santa Rosa, CA 95403

re: File 14-0008, 7097 Westside Road

Dear Director Wick,

This letter is in support of Ramey vineyards and winery for their proposal at Westside Farms.

I have known Mr. Ramey and his staff personally as a next-door neighbor on Haydon Street in Healdsburg. He and the winery staff have been good neighbors for a decade. I have always been impressed with the winery operations' professionalism and courtesy, and their willingness to help and share.

The proposal put forth by Mr. Ramey for use and re-outfitting of the Westside Farms operation is, to me, a welcome change in wine country. Ramey is a local wine with local grapes; at 60,000 cases the winery is not large; and the winery is based on high quality wine. Their proposal for Westside Farms is consistent with the business I know.

With four large events, no weddings and no 'barrel tasting' days, the project would be lower impact than many. Restoring the hop kilns would serve an historic purpose. Maintaining the land in agriculture, which is already vineyards, appears rational. The project is not extravagant in scope, nor a 'local' branding for a remote business. The Rameys are long-time local winemakers.

Like other neighbors, I share concern over the proliferation of wineries and the 'vineyard economy' of Sonoma county overriding other ways of life. I am concerned about the cumulative impact from many projects, which all generate tourism on the same days of the year, creating near-chaos on local roads and towns. I agree that wine can be made in town, but it has impact there as well - we sometimes work next to a bottling line!

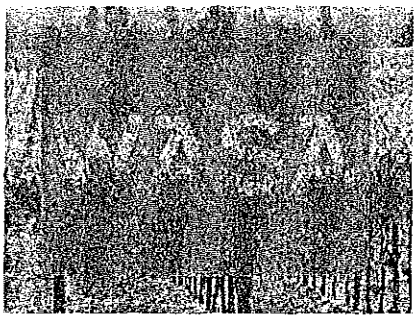
I support this project because, to control cumulative impacts, one must have good projects and honest players. The restoration of the hop barns by a local family, the continuation of farming at Westside farms by people I know as good neighbors, and their production of excellent Sonoma County wine, create a winery project I honestly support.

Please call me if you have any questions.

Sincerely,

Fred Euphrat
208 Haydon St.
Healdsburg, Ca 95448

707.591.5966



October 27, 2014

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2550 Ventura Ave Santa Rosa, CA 95403

RE: Concern – Potential Breach of Williamson Act Contract – UPE14-0008

Dear Planning Director Wick,

The Westside Association to Save Agriculture (WASA) is responding to the Referral to Agencies for the Initial Study of the subject project. And, are requesting that your department review the information outlined below (documents attached), and respond as to whether the project description included in the Initial Study constitutes a "material breach" of the Williamson Act contract.

Department of Conservation – Definition of Material Breach: " Government Code Section 512250(b) defines a material breach on land subject to a Williamson Act contract as a commercial, industrial or residential building (s), exceeding 2,500 square feet that is not permissible under the Williamson Act, contract, local uniform rules or ordinances. "

Project: Ramey Vineyards LLC 7097 Westside Road Healdsburg, CA 95448
APN: 110-240-031 -032 -040
Ag Preserve 397-07-037936 Type 1 Prime – with 50% planted in vineyard

Sonoma County Williamson Act Considerations: The project site is under a Williamson Act Contract for prime land (Type 1), which provides a tax break to the owner for land restricted to agricultural and open space uses, as outlined in the County Uniform Rules for Agricultural Preserves. In order to comply with the contract, land must meet the following standards:

1) The land must be devoted to an agricultural or open space use as defined in the Williamson Act; the County has required at least 50% of the land be devoted to agriculture or open space use to meet this standard;

2) The land must have a minimum parcel size of 10 acres for a type 1 or 40 acres; and

3) **Compatible uses may be permitted provided that they are incidental to the primary use of the land for agriculture and they meet the criteria for compatibility.**

Permit Application History:

A. **January 21, 2014 Original Application Proposal Statement:** Baling Barn building defined as primarily event/ entertaining space: "...refurbish three story baling barn as a marketing reception area: equipment storage on the ground level, kitchen and meeting area for marketing purposes on mid-level; and 2 bedrooms as marketing accommodations on the top level, and two work stations."

B. **February 4, 2014 Letter from PRMD Staff to Applicant: Page 2 -3, Item 4 addresses Williamson Act Consistency relative to dedicated "marketing center":** County questions the separate Baling Barn structure given uses include a commercial kitchen, private dining and tasting space, 2 bedrooms and baths and 2 work spaces – primarily event-related activities.

The planner cites Category G, attaches policy for dwelling units, and then concludes the Proposal does not comply: "Category G: Miscellaneous: Special events, when directly related to ag...promotion; provided that: a) events last no longer than two consecutive days and **do not provide overnight accommodations; b) No permanent structure dedicated to events is constructed or maintained on the contracted land."**

Finding: " For the project site, **neither the density, nor the Williamson Act contract allows another dwelling unit on the parcel.** Therefore, the marketing accommodations as designed are inconsistent with the zoning density allowance and the Williamson Act contract. Appropriate revisions to the project and plans are required prior to further processing the request."

C. **September 17, 2014 Meeting Re-cap between Ramey owners, Traci Tesconi, PRMD, Adobe Associates and Earthtone Construction: Paragraphs 3 -4:** The Applicant is proposing three to four separate tasting areas on the Williamson Act lands: (1-2) public in Hop Kiln(s), (3) private Club Member only Baling Barn with commercial kitchen, large event room, 2 bedrooms with bath and work spaces or lounge; and (4) winery location across the road for distributor and high end club member tastings.

The County generally only allows one tasting room, yet the PRMD planner advised the Applicant to label the building: **Parcel 110-240-031-032:** "Discussion about uses of Baling Barn as tasting – Tesconi recommends labeling it as ..."private tasting by invitation only..." This would separate it from the public tasting room which will be located in the current Hop Kiln."

D. October 7, 2014 PRMD sends out the referral packet for UPE 14-0008: Ramey Vineyards LLC that describes the project as follows. **A significant deficiency in the application is the lack of clear square footages for its event and entertaining space.**

Conservatively, the Baling Barn has about 2,800 square feet of event-related and "dwelling" space on two stories, including a kitchen, dining area, several lounges, and 2 to 4 bedrooms with 2 baths. The Hop Kilns add between 2,500 – 5,000 square feet of

public tasting and food service facilities, depending on whether just one or both will have tasting. And, all the buildings are joined by outdoor entertaining space.

See Figure A1.01 which labels certain spaces as "retail" or "restaurant" or "lounge" for Hop Kilns and Baling Barn – one item missing from the description is the player piano and the chandeliers:

- **68+ acre parcel: 2 Hop Kilns** *(approximately 2,000 to 2,500 sq feet each)* **converted to public and private tasting:** (Tasting Rm 795 sq. ft.; Tasting Bar / Kitchen 397 sq. feet) and Case Storage 813 sq. feet)
- **2 story Baling Barn (***approximately 1,500 sq. ft. per floor* **with two floors converted to a "Private Club and Lounge" (**second floor: Private tasting room 595 sq. feet, Retail bar and Kitchen 295 sq. feet, Private Club 545 square feet. Third Floor" 2 Bedrooms with bath, 2 " Work Spaces or Lounges
- **22 Promotional Events of up to 300 people**, with 10 in the Baling Barn including "on-site food preparation" with dinners lasting until 9 pm.
- 6+ acre parcel: 23,000 square feet of Winery Production facilities, with private tastings and some events, and Wine cave for storage.

From the above, and as further documented in the attachments, it does not appear that the Applicant changed the project to address the Williamson Act concerns about another "dwelling unit" – as the kitchens and bedrooms remain - nor the concern that the Baling Barn building is dedicated to Events and Entertaining.

The Westside Association to Save Agriculture thanks you in advance for your review and assessment of this situation. The Applicant is early in the process, and this is the time for adjustments to be made to the project.

Sincerely,

Westside Association to Save Agriculture
Cc: Planner Traci Tesconi, with Attachments

A. January 21st: Original Ramey Vineyards LLC Proposal
B. February 4th: PRMD Letter – Williamson Act concerns
C. September 17th: Meeting Re-Cap – PRMD Planner suggests labeling Baling Barn a "Tasting for Club Members only" or "Tasting by Invitation only" – but does not address the concerns with consistency with Williamson Act
D. Reference to: October 7th: Referral Packet for Application UPE14-0008

Carla Ramey

RECEIVED
SEP 17 2014
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT
COUNTY OF SONOMA

From: Carla Ramey <carla@rameywine.com>
Sent: Friday, August 08, 2014 11:04 AM
To: 'Judith Olney'
Cc: 'Nancy Citro'
Subject: RE: Westside Area InfoZone

Judith,

I feel confident we will be able to reassure your members with the results of our studies when we file our use permit. However the process of convincing our neighbors that we are leaving our business to our socially aware and responsible children and that we don't have any interest in the restaurant business, seems daunting. A commercial kitchen is just a place to cook real food rather than microwave items for reheating. Catering kitchens mean paying outside help to cook and drive the food to us. All of us have the equivalent of a commercial kitchen in our homes but most of us don't entertain the idea of offering our services to outsiders. You referred to "large dining spaces" but when you consider the amount of space needed for glassware in order to show a wine writer or distributer group a selection of our wines (six Chardonnays, four Cabernets and three Syrahs) you might be surprised at the amount of table space required.

It is apparent that some wineries have exceeded the limitations of their permits and created less than agreeable conditions for their neighbors. Being wary of new development is perfectly understandable. At the same time I believe we happen to agree on a fair bit: protecting the environment, preserving agriculture, refraining from excessive events (especially after hours), and limiting noise.

Sincerely,

Carla

Carla Ramey
P.O. Box 788 | Healdsburg, CA 95448
Tel: 707.433.0870 ext 2107 | Fax: 707.433.0871| carla@rameywine.com

RAMEY
WINE CELLARS

From: Judith Olney [mailto:judith.olney@att.net]
Sent: Monday, August 04, 2014 11:25 AM
To: Carla Ramey
Cc: Judith Olney; Nancy Citro
Subject: Re: Westside Area InfoZone

Carla -

I'm responding as the editor of the InfoZone and not in the official capacity of the WCA Advisory Committee. However, I'm hoping that some clarifications on the process will be helpful in further discussions. The reality is we can only evaluate the specifics of an application based on its cumulative impact on our scenic corridor, rural character and road safety concerns. And, our challenge is that Westside Road already has over 20 permitted wineries, so the current baseline traffic levels from all existing winery uses and permitted events are significantly higher than the happy weekends of the pumpkin patch.

Please let us know when when your revised proposal is submitted to the County, and the Advisory Committee will review so we can update the information on the website. In line with the County's comments, are concerns are with the Marketing Center - commercial kitchens and large dining spaces raise legitimate concerns about Ag facilities morphing into commercial restaurants. And, we remain concerned about road safety and noise associated with any events that extend past tasting room hours. Given the County's Use Permits run with the land, we have to be mindful that the property can be sold to owners who are not connected to the welfare of our community.

We want to ensure you that our comments are focused on the project itself, and are not intended in any way to be personal toward you and your family. We welcome you and your family as neighbors who care about the land, are pleased you are retaining your ranch-manager with sustainable farming practices, and applaud you for the work you've done to improve the riparian corridor.

Judith

On Jul 28, 2014, at 11:22 AM, Carla Ramey <carla@rameywine.com> wrote:

Hi Judith,

I have attached a letter written after viewing your website. Please let me know if I can answer any further questions regarding our property at 7097 Westside Road.

Thank you,

Carla

Carla Ramey
P.O. Box 788 | Healdsburg, CA 95448
Tel: 707.433.0870 ext 2107 | Fax: 707.433.0871| carla@rameywine.com
<image001.jpg>

<WASA Letter 7 22 14.docx><Hop Kiln renovation rendering_AFTER_shutters-closed.jpg>

Traci Tesconi

From: Monica Smith <citygirlinsonoma@gmail.com>
Sent: September 12, 2017 8:58 AM
To: Tennis Wick; Traci Tesconi
Subject: In support of the Ramey Wine Cellars project on Westside Road

Good morning,

Thank you for taking the time to read my email in support of the Ramey Wine Cellars proposed winery on Westside Road.

The Ramey's are already careful stewards of this land and will continue to be.

Aside from the tax revenue, this project will also bring jobs to the community. The fact that many of Ramey's team members have been with them for 10 years or more says a lot about the kind of employers they are. They care about the people that work for them, pay a generous wage, give opportunities for growth and offer fair benefits packages.

The plans they are proposing will fit within the scope of their neighboring wineries, and they will share mutual guests. Thus, a large amount of additional traffic will not be created.

I hope that you will carefully consider this proposal and vote in favor of Ramey Wine Cellars.

They make outstanding wines and they are outstanding people. Westside Road will be lucky to have them.

Kindest regards,
Monica Smith
Healdsburg, CA
707-239-9033

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Traci Tesconi

From: Bill Smart <bill@lambertbridge.com>
Sent: September 12, 2017 4:25 PM
To: Tennis Wick; Traci Tesconi
Subject: In Support of David Ramey

Dear Tennis and Traci,

I am writing to voice our support of David and Carla Ramey and their winery project on Westside Road.

I can think of no better stewards for such a project as the Ramey's. Not only have they contributed immensely to Sonoma County (with their time and their money) but they also embody the spirit and work ethic of the people who work tirelessly to make the wine industry successful.

In the view of our winery, our ownership and our employees the Ramey Winery project should be approved post haste and applauded by all of us who are fortunate enough to call Sonoma County home.

I thank you for your time and attention to this.

Sincerely,

Bill

LAMBERT BRIDGE

BILL SMART | vice president + general manager

4085 West Dry Creek Road, Healdsburg, CA 95448

cell 707.327.6899 | work 707.431.4669
email | website

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Traci Tesconi

From: Clay Mauritson <Clay@mauritsonwines.com>
Sent: September 11, 2017 9:57 AM
To: Tennis Wick; Traci Tesconi
Subject: Support of Ramey

Dear Tennis and Traci,

I am writing in support of David Ramey's proposed winery at the Westside Farms location!

It is discouraging to see that a vocal minority is shaping our counties policies toward the wine industry. This county was built on the back of agriculture, it is what makes this such a beautiful place to live and work. But increasingly, there are a number of people who want to close the door on the very industry that protects our ag land, brings tax dollars to our county, and provides countless jobs in our community! There is no doubt that there are winery (and other development) projects that do not respect our land, neighbors, and zoning.....but this is not one of those projects!

Thank you for your service to our county and your time in reviewing this proposal. I hope you will approve the Ramey project based on the zoning and facts, not on the fabricated opinions of a vocal minority.

Sincerely,

Clay Mauritson
Owner/Winemaker
Mauritson Wines
www.mauritsonwines.com
1-707-431-0804

Sent from my iPhone

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Traci Tesconi

From: Christopher O'Gorman <chrisogwine@gmail.com>
Sent: September 11, 2017 12:20 PM
To: Tennis Wick; Traci Tesconi
Subject: Ramey Westside Road Winery Project

Hello Tennis & Traci,

My name is Chris,and my family has been in Sonoma County since the 1970s. I graduated from Healdsburg High in 1987. My first job was working for a winery in Dry Creek Valley as a 16 year old.

I am writing you to express my support for the Ramey Family's winery project on Westside Road. The wine business has been integral in my family's love and connection with the land in Sonoma County. As we all know, it provides jobs and much needed tourism and tax revenue that keep our cities, our schools, our infrastructure and roads maintained.

I would even surmise that the wine business, and resultant scenic beauty of manicured vineyards throughout the area was a key reason why many of the very small and vocal opposition group chose to move here.

I hope that you will reject this blatant N.I.M.B.Y. action and approve the Ramey's project.

Sincerely,

Christopher O'Gorman
707-480-3198
chrisogwine@gmail.com

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Traci Tesconi

From: Nachbaur <nachbaur@acornwinery.com>
Sent: September 10, 2017 9:28 PM
To: Tennis Wick; Traci Tesconi
Subject: Betsy & Bill Nachbaur/ACORN Winery & Alegria Vineyards support Ramey Project

As Sonoma County taxpayers since 1990, and the owners of a very small winery and vineyard, we support the Ramey project.

The project is appropriately designed and scaled. It will preserve and enhance exisitng historic buildings and the riparian habitat along the Russian River. It is responsibly and sustainably planned, and it is consistent with Sonoma County's agricultural heritage. The Ramey's have demonstrated their commitment to a quality project through more than three years of planning, study, meetings, and good faith accomodations.

We encourage your approval.
Thank you,
Betsy & Bill Nachbaur

Betsy & Bill Nachbaur
ACORN Winery
www.acornwinery.com
707-433-6440

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Traci Tesconi

From: Brad Smith <brad@snugharborwine.com>
Sent: September 10, 2017 10:36 PM
To: Tennis Wick; Traci Tesconi
Subject: Ramey Winery Westside Road

Dear Tennis and Traci,

Please support the Ramey application.

These are good people and their plans are right in line, both in the letter and in the spirit of the law.

Sincerely,

Brad Smith
Consultant
Snug Harbor Wine
459 Washington St.
Duxbury, MA 02332
Shop: 781-934-2033
Mobile: 781-424-3396
brad@snugharborwine.com

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Traci Tesconi

From: Joel Miller <joel@chateauhr.com>
Sent: September 11, 2017 12:45 PM
To: Tennis Wick; Traci Tesconi
Subject: Support for the Ramey Project

Dear Ms. Tesconi and Mr. Wick,

I'm writing this note to express my support for the efforts of David Ramey and his family to enhance their property on Westside Road. The Ramey's have run a very professional and county-centric business for years, and have done all of the per-requisite jumping thru hoops and studies and analyses to show that this project would be demonstrably positive to the county. On top of that, they are excellent corporate citizens and deserve our support and respect. Thank you for your consideration.

--
Joel
Joel A. Miller
, Owner

ChateauHR Consulting
438 Matheson St, Healdsburg, CA 95448
(707) 217-2468

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Traci Tesconi

From: Mary Katherine Bittle <mkbittle16@gmail.com>
Sent: September 11, 2017 11:02 AM
To: Tennis Wick; Traci Tesconi
Subject: Ramey Westside Road Winery

Hello,

I want to express that I am happy to support the Ramey's winery on Westside Road. I would hate to see them not get this opportunity.

Thank you,

Mary Katherine Bittle
Rodan + Fields
903.277.0165
https://mkbittle.myrandf.com

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Traci Tesconi

From: Don de Brauwere <dondsongs@gmail.com>
Sent: September 09, 2017 11:02 AM
To: Traci Tesconi
Subject: WESTSIDE ROAD FARM PROJECT!

Follow Up Flag: Follow up
Flag Status: Flagged

As a homeowner at 8455 Westside Rd for over 50 years I am saddened
by the increase of NON-AGRIGULTURE related business on Westside Rd.

I have witnessed beautiful open fields turned into WINE TASTING parking lots.
Daily I see private busses bringing people out to one of the more than 30 wineries on Westside Rd.
On the weekends the traffic is so CONGESTED and DANGEROUS (thousands of cars,trucks,busses and bikes; all out there on WESTSIDE RD sampling Alcohol)
that making the drive into town, is out of the question..

WESTSIDE ROAD is beyond the saturation point with TOO MANY WINERIES.

Vineyards ARE agriculture;
WINE TASTING EVENTS are NOT!

If a wine maker can not survive just growing grapes and making wine then they should be in another business. For many years there were no events for vineyards / wine growers.
They made their product , advertised and sold their wines at stores.

WESTSIDE RD. is NOT a Retail Outlet or Liquor Store street.

This new paradigm of more, more , more is WRONG!

NO MORE WINERIES ON WESTSIDE RD.
NO MORE NEW EVENTS.
THIS HAS BECOME AND MAJOR INTERFERENCE
of our daily lives on WESTSIDE ROAD.

The time is NOW for limited events and NO NEW WINERIES !

Don deBrauwere (Kathryn deBrauwere and 98 year old June deBrauwere)
8455 WESTSIDE ROAD
Healdsburg,Calif.

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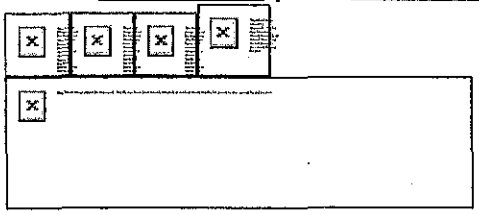
Traci Tesconi

From: Nachbaur <nachbaur@acornwinery.com>
Sent: September 11, 2017 7:14 AM
To: Tennis Wick
Cc: Traci Tesconi; Jennifer Barrett; Dean Parsons; Jeff Brax
Subject: Re: Betsy & Bill Nachbaur/ACORN Winery & Alegria Vineyards support Ramey Project

Also, forgot to mention, that as full time Sonoma County residents, and members of the Healdsburg community, since 2013, who live on a very small road, we totally support the Ramey project as ideally, and appropriately located. Thank you.

Sent from my iPhone
Betsy Nachbaur
415-990-7096

On Sep 11, 2017, at 1:55 AM, Tennis Wick <Tennis.Wick@sonoma-county.org> wrote:

> Thanks folks.
>
> **Tennis Wick, AICP**
> Director
> www.PermitSonoma.org
> County of Sonoma
> 2550 Ventura Avenue, Santa Rosa, CA 95403
> Direct: 707-565-1925 |
> Office: 707-565-1900 | Fax: 707-565-1103
>
> 
>
> Sent from my iPhone
>
> On Sep 11, 2017, at 00:28, Nachbaur <nachbaur@acornwinery.com> wrote:
>
> > As Sonoma County taxpayers since 1990, and the owners of a very small winery and vineyard, we support the Ramey project.
> >
> > The project is appropriately designed and scaled. It will preserve and enhance exisitng historic buildings and the riparian habitat along the Russian River. It is responsibly and sustainably planned, and it is consistent with Sonoma County's agricultural heritage. The Ramey's have demonstrated their commitment to a quality project through more than three years of planning, study, meetings, and good faith accomodations.
> >
> > We encourage your approval.
> > Thank you,
> > Betsy & Bill Nachbaur

Betsy & Bill Nachbaur
ACORN Winery
www.acornwinery.com
707-433-6440

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Traci Tesconi

From: Ben Papapietro <ben@papapietro-perry.com>
Sent: September 11, 2017 8:01 AM
To: Traci Tesconi
Subject: Ramey winery

This email is in support of the Ramey Family being able to build and operate a winery on their property. It is very unfortunate that there is opposition to this project that will add value to the community. Please consider the opposition to this project as short sighted and not in the best interest of our community.

Best regards,

Ben Papapietro

Sent from my iPad

Ben Papapietro
Papapietro Perry Winery
4791 Dry Creek Rd.
Healdsburg, Ca 95448
Work 707-433-0422
Cell 415-336-3220
www.papapietro-perry.com

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Traci Tesconi

From: Jim Caudill <jimcaudill@comcast.net>
Sent: September 11, 2017 4:28 PM
To: Tennis Wick; Traci Tesconi
Subject: Support for David Ramey Westside Road

My wife and I have lived in Sonoma County since 1997 and have a good perspective on the people, the place and our need to treasure and protect it.

With that in mind, we write to support David Ramey and his Westside Road winery project.

It is clear that David has carefully considered the impact of this project and completed in detail a variety of studies and required steps to provide a good bit of information for consideration. That is the required and necessary part of this equation, and it speaks pretty plainly in support of his efforts.

But who David is also matters. And David Ramey and his family have been great stewards of Sonoma County's dreams and aspirations, as well as the operations he has maintained here. Under his guidance, many additional vintner families have achieved success that allows them to also invest and participate fully in our community. He is anything but reckless or uncaring, anything but thoughtful and considerate. His project will be a model for others to observe and follow.

I urge approval of this project. The noise created by a few should not be allowed to drown out complete and careful consideration of the facts, and the facts support approval and, in fact, a grateful appreciation for the Ramey's willingness to complete all that has been asked of them.

Thank you for consideration.

James Caudill\Char Banach
Windborne Farm\Bennett Valley\Sonoma County
[707] 299-0796\jimcaudill@comcast.net
4436 Grange Road\Santa Rosa, CA\95404

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Traci Tesconi

From: Larry Martin <Larry@foodandwinetrails.com>
Sent: September 11, 2017 4:02 PM
To: Traci Tesconi
Subject: Ramey

Hi Traci. I've long known your parents.

Please let me weigh in on the Ramey winery controversy.

My Santa Rosa based tour company has employed 16-20 Sonoma County folk for 20+ yrs. We try to be good neighbors.

It relies on guys like David Ramey and I've worked with him and Kara for many years. They're solid people and this site is appropriate

Please support the Ramey winery project.

Regards; Larry - Founder & Chief Program Designer at Food & Wine Trails (from my iPhone. Pls forgive brevity and typos)

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Traci Tesconi

From: scottbittle19@gmail.com
Sent: September 11, 2017 5:17 PM
To: Tennis Wick; Traci Tesconi
Subject: Ramey Winery

I support the Ramey winery on Westside Road.

Scott Bittle

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Traci Tesconi

From: Donald Plumley <don@wingmanadvisory.com>
Sent: September 11, 2017 5:32 PM
To: Tennis Wick; Traci Tesconi
Subject: In Support of Ramey | Westside Road

Supervisors Wick and Tesconi,

I am aware of the proposed expansion for Ramey winery on Westside Road. The value of investment in our industry, in our infrastructure, and in keeping historic buildings part of Sonoma County are important to me.

I am a property tax payer and resident of Geyserville and support this development.

Thank you,

Don
--

Donald Plumley | Wingman Advisory | +1 707.206.1538

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Traci Tesconi

From: Laura Morgan <thesquig@yahoo.com>
Sent: September 11, 2017 8:08 PM
To: g_carr@sbcglobal.net; larry@reedgilliland.com; komron@oakmontsl.com; cameron@mauritsonfarms.com; p.davis479@gmail.com
Cc: Tennis Wick; Traci Tesconi
Subject: ANOTHER BIG WINERY PROJECT??? Please reject the 7097 Westside Road development application.

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Planning Commissioners,

We strongly object to the full-scale sell-out of the laid-back, rural, bucolic environment we used to have here in Sonoma County. We appreciate that wine tourism brings lots of money into the County coffers but there's a limit to how much you can squeeze into the landscape and still find it a good place to live. Or even to visit.

My husband and I moved here in 1986 to escape the crowds and traffic and noise and general hype of the Bay Area. Now Sonoma County is becoming just like it--losing its character to ambitious rich people who don't care about the impact their wineries have on the environment or lives of normal people. We have enough vineyard monoculture here already.

We strongly urge you to deny the permit for the absurdly gigantic, inappropriate commercial development of 7097 Westside Road. It's in violation of the County's general plan and an insult to residents and our quality of life.

Sincerely,

Jim Seward and Laura Morgan
2821 Dyer Ave
Sebastopol

Sent from my iPad

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Traci Tesconi

From: Leslie Lihou <leslielihou@hotmail.com>
Sent: September 12, 2017 3:54 AM
To: g_car@sbcglobal.net; larry@reedgilliland.com; Komron@oakmontsl.com; cameron@mauritsonfarms.com; p.davis479@gmail.com
Cc: Tennis.wick@sonomo-county.org; Traci Tesconi
Subject: 7097 Westside Rd. winery permit

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Planning Commissioners,
I am concerned that the winery project at 7097 Westside Road is too large and inappropriate for the rural character of the neighborhood and does not meet criteria of the scenic corridor in the General Plan Open Space Element. Large buildings, parking lots, lodging, large kitchens, tasting rooms on both sides of the road within a quarter mile of other much smaller wineries, is inconsistent with the intent of the General Plan to preserve the rural character of Sonoma County. This large tourist and business development would create traffic, noise and pollution and would require destruction of natural features to construct. The hospitality complex, winery distribution center, office building is more suitable for a city center than an agricultural area. The majority of citizens live in Sonoma County because they relish it's rural and natural aspects, rather than seek enrichment from commercial development. Once one large business like this is allowed a foothold, other large hospitality developments can roll into the agricultural areas and ruin its rural characteristics. Moreover, such development is incompatible with California's mandate to reduce the carbon footprint that is creating climate disruption.
Please emphasize these concerns when considering the permitting of this winery complex.
Sincerely,
Leslie Lihou
Santa Rosa

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Traci Tesconi

From:	Kitty de Brauwere <kitty@flyingace.net>
Sent:	September 12, 2017 3:35 PM
To:	g_carr@sbcglobal.net; larry@reedgilliland.com; komron@oakmontsl.com; cameron@mauritsonfarms.com; Pamela Davis; Tennis Wick; Traci Tesconi
Cc:	Tom & Shane Meldau - McColgin; Nancy Citro
Subject:	Project at 7097 Westside Road, UPE14-0008

Dear Planning Commissioners,

The scale of this project violates many of the rules that have been set in place to protect agricultural lands, the scenic and rural area of Westside Road, and much of Sonoma County. This project would serve the same people with less impact on our Westside community if relocated. There is plenty of space to relocate in Sonoma County at a town center or business center to accommodate the goal of the owners of this project. To try to take away the beauty of this area is deceitful to those who live here and to the project's anticipated consumers, guests and or customers.

To continue considering such a scale of construction in the Westside area is just wrong for all parties involved. There is no option to widen Westside Rd and that is what it would take to keep yourselves on what might be considered a self serving path. You are not serving our county or our community when you do not draw a solid line against these types of projects. To consider a huge processing plant on Westside Road is just wrong - adding commercial kitchens, guest housing - why is this continually happening?

Please listen to us - don't destroy what so many of us have worked so hard to maintain in order to sustain a healthy life style. Westside Road is a happy place NOW, and there is NO MORE ROOM for WINERIES of this SCALE and realistically of any scale.

Thank you for listening and please lets move on and stop with these types of project requests/permits for Westside Road, Healdsburg, CA.

"Keep our County's Natural Beauty"

My best regards,
Kitty

Kitty de Brauwere
8455 Westside Road
Healdsburg, CA 95448

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Traci Tesconi

From: linda farwell <lindafarwell@yahoo.com>
Sent: September 12, 2017 2:45 PM
To: Tennis Wick; Traci Tesconi
Subject: 7097 Westside Rd.-Westside Farms-Ramey's

Good afternoon Tennis and Traci,

I am writing on behalf of my support for the Ramey's to continue with their vision of the Westside Farms property.

I have known the Ramey family quite intimately for about 15 years. They are the most down to earth, Waldorfian folks I know. Westside residents should count their lucky stars that this beautiful property fell into the hands of the Ramey family and not to somebody that doesn't have a connection to or the love of Healdsburg the way David and Carla do. Somebody could have just as easily purchased this property and built a heinous, monstrosity of a home with no regard to natural scenery or wanting to preserve the Hop Kilns there.

The Ramey's have more love and respect for that property. Carla told me they used to take their kids there 25 years ago. They purchased the URL to continue Westside Farms. They will produce jams, honey, olive Oil etc., using the Westside Farms logo and name. They had the 20 year old bee hives that were in the hop kilns, professionally removed then brought back onto the property. These are not people that are going to butcher or disrespect the land.

Please consider all of this when making your decision.

Thank you very much.

Sincerely,
Linda

LINDA FARWELL Realtor®
Healdsburg Sotheby's International Realty
707.695.0123
BRE #01255747

PROFILE PAGE

My current listings:

MODERN LIVING NESTLED IN WINE COUNTRY

SOPHISTICATED TOWNHOUSE

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www.winewaterwatch.org

September 4, 2017

Regarding: Project at 7097 Westside Road, UPE14-0008

To following recipients:

County Planning Director **Tennis.wick@sonoma-county.org,**

Permit Sonoma staff Traci Tesconi, traci.tesconi@sonoma-county.org

1st District Greg Carr g_carr@sbcglobal.net

2nd District Larry Reed larry@reedgilliland.com

3rd District Paula Cook komron@oakmontsl.com

4th district Cameron Mauritson cameron@mauritsonfarms.com

5th district Pam Davis p.davis479@gmail.com

Wine and Water Watch is a local organization of over 250 citizens concerned with the overdevelopment of the wine tourism industry and promotes ethical land and water use. We oppose the industrialization of agricultural lands not growing food, fiber or sileage and advocate agricultural practices that are ecologically regenerative.

We are very concerned with the application for this permit which we consider over-scaled and will contribute to the myriad of problems already that exist in that area due to over concentration by the wine industry. This is one of the areas that the County of Sonoma is studying due to over concentration, we don't see how this can possibly be permitted under the circumstances. Wine & Water Watch is not against the wine industry, just bad projects that make situations for

the residents untenable. It is unfair to the applicants as well to spend copious amounts of money to fund a project when the community does not want it and will oppose strenuously.

We are particularly disturbed with the morphing of the term agriculture to now include food pairings, office suites, commercial kitchens and VIP lounges. This is NOT a Williamson Act provision to allow such over building on precious agricultural lands which the General Plan protects. Is the food they want to prepare from their property? Is a VIP lounge necessary to promote agriculture? Why is there a need for 4 tasting room venues on the same property?

Westside Road has been the site of numerous driving and bicycle accidents due to the narrow, winding roads. Adding more trucks and people on this road is a huge safety concern with many "joint road use conflicts". The area is totally saturated. Losing the rural character that brings visitors to our area is self-defeating.

Neighbors must deal with traffic, pollution, noise and safety issues as is. With food pairing and commercial kitchen how many local restaurants will be by passed to accommodate corporate interests? This business model is not sustainable in any way as other communities have found.

We urge you to reject this permit in the initial stages to not only protect the community from the problems created by the industrialization of agricultural lands but stop the capitalization costs to the winery owners seeking this over scale expansion in our rural community.

Sincerely,

Wine & Water Watch Board members

Deb Preston, Dr. Shepherd Bliss, Janus Holt Matthes, Pamela Singer, Charlotte Williams, Geoff Ellsworth, Merrilyn Joyce

1st District Greg Carr	g_carr@sbcglobal.net
2nd District Larry Reed	larry@reedgilliland.com
3rd District Paula Cook	komron@oakmontsl.com
4th district Cameron Mauritson	cameron@mauritsonfarms.com
5th district Pam Davis	p.davis479@gmail.com

Traci Tesconi

From: Samantha Marquis <samanthamarquishomes@gmail.com>
Sent: September 12, 2017 8:29 PM
To: Tennis Wick; Traci Tesconi
Subject: Ramey Westside Road Project

To Whom It May Concern,

It seems that people's opposition to the Ramey project is without merit. This is an established winery that has proven to be a positive mark on the wine industry in our area. They have done their due diligence to meet every requirement. They want to restore a dilapidated building into something beautiful and useful, and they want to utilize their land in the purpose that it is zoned for. I am not sure I see where the problem is. Without the wine industry, we lose a great deal of what this area is about and why visitors come here. In my experience, wineries bring beauty, culture and sophistication. Why wouldn't we want to welcome them to our community?

Sincerely,
Samantha

Samantha Marquis
Healdsburg & Artisan Sotheby's International Realty
409 Healdsburg Avenue, Healdsburg 95448
707.955.5442 (Sonoma) | 818.216.2618 (Los Angeles)
www.SamanthaMarquisHomes.com
BRE# 01859380

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Traci Tesconi

From: Kevin Mcdermott <kmcd643@gmail.com>
Sent: September 14, 2017 8:27 AM
To: Tennis Wick; Traci Tesconi
Subject: I support the Ramey Winery project on Westside Rd.

Tennis and Traci,

I send this email to wholeheartedly support the Ramey Winery project on Westside Rd. The Ramey's are longtime winery owners that put out world class wines and support the entire region. Thank you for your support of their project.

Kevin McDermott
630-352-7930

Sent from my iPhone

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Resolution Number

County of Sonoma
Santa Rosa, California

September 21, 2017
UPE14-0008 Traci Tesconi

RESOLUTION OF THE BOARD OF ZONING ADJUSTMENTS, COUNTY OF SONOMA, STATE OF CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND GRANTING A USE PERMIT APPROVAL TO RAMEY VINEYARDS, LLC FOR A NEW WINERY WITH A PUBLIC AND A RESERVE TASTING ROOM WITH TWO-GUEST ROOM MARKETING ACCOMMODATIONS ON THE UPPER FLOOR, AGRICULTURAL PROMOTIONAL EVENTS, AND INDUSTRY WIDE EVENTS LOCATED AT 7097 WESTSIDE ROAD, HEALDSURG; APN'S 110-240-031, -032, and -040.

WHEREAS, the applicant, David and Carla Ramey, on behalf of Ramey Vineyards LLC, filed a Use Permit application with Permit Sonoma to construct a new winery building (two story, approx. 32,210 square feet) with a maximum annual case production of 60,000 cases, a new wine cave (approx. 20,720 square feet), a conversion of an existing historic hop kiln building to a public tasting room open from 10 am to 5 pm, 7 days a week, and a conversion of an existing historic hop baling barn to a reserve tasting room with a two-guest room marketing accommodation unit on the upper floor. The request includes 22 agricultural promotional events per year with a range of maximum guests (10 events with 30 guests, 5 events with 60 guests, 5 events with 120 guests, & 2 events with 300 guests), and participation in industry wide events totaling two event days per year with a maximum of 300 guests on 75 acres. On the west side of the project site, agricultural promotional events would be limited to a maximum of 30 guests and industry wide events will not be held on this portion of the project site. A four- year Use Permit term is requested under Section 26-92-130 of the Zoning Code. No weddings, receptions, or concerts are proposed. The parcel is under a prime Land Conservation Contract. No vines will be removed to accommodate the winery facility or related site infrastructure. The property is located at 7097 Westside Road, Healdsburg; APN APNs: 110-240-031, -032, and -040; Land Intensive Agriculture 60 acres per dwelling unit (east of Westside Road) and Land Intensive Agriculture 100 acres per dwelling unit (west of Westside Road); Supervisorial District No. 4 and 5.

WHEREAS, a Mitigated Negative Declaration was prepared for the Project and noticed and made available for agency and public review in accordance with the California Environmental Quality Act ("CEQA") and the State and County CEQA Guidelines; and

WHEREAS, in accordance with applicable provisions of law, the Board of Zoning Adjustments held a public hearing on September 21, 2017, at which time the Board of Zoning Adjustments heard and received all relevant testimony and evidence presented orally or in writing regarding the Mitigated Negative Declaration and the Project. All interested persons were given an opportunity to hear and be heard regarding the Mitigated Negative Declaration and the Project; and

WHEREAS, the Board of Zoning Adjustments has had an opportunity to review this Resolution and finds that it accurately sets forth the intentions of the Board regarding the Mitigated Negative Declaration and the Project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Zoning Adjustments makes the following findings:

1. The Board of Zoning Adjustments has considered the Mitigated Negative Declaration prepared to address environmental impacts of the project, together with all comments received during the public review process. Based upon the full record of proceedings (including the Initial Study and all comments received), there is no substantial evidence that the project as approved will have a significant environmental effect because Mitigation Measures have been incorporated into the Project as Conditions of Approval and agreed upon by the project applicant. Changes or alterations have been required of or incorporated into the project through the Conditions of Approval that mitigate or avoid the potentially significant environmental effects of the proposed project. These changes or alterations have been agreed to by the applicant and are subject to the Mitigation Monitoring Program contained in the Conditions of Approval. The Mitigated Negative Declaration has been completed in compliance with State and County CEQA guidelines and reflects the independent judgment and analysis of the County of Sonoma.

2. The project is consistent with the General Plan land use designation of Land Intensive Agriculture, and General Plan objectives to facilitate County agricultural production by allowing agricultural processing facilities and uses, including a winery and wine cave, in the Agricultural Land Use categories (Objectives AR 1.1, AR 1.2 and AR 5.1). Processing of agricultural products of a type grown or produced primarily on site or in the local area and tasting rooms and other temporary, seasonal, or year-round sales and promotion of agricultural products grown or processed in the county, subject to the criteria of General Plan Policies AR-5c, AR-5g, AR-6d, and AR-6f, are uses permitted with a Use Permit in the LIA zoning district. The project is consistent with General Plan Goal AR-5, which states that agricultural support services should be conveniently and accessibly located to the primary agricultural activity in the area because the winery is located in an area producing wine grapes and located within the Russian River Appellation. Tasting rooms, agricultural promotional events and industry-wide events will promote the winery and the wines produced on the site, educate visitors on the making of wines, and increase wine club membership; all as part of the marketing of an agricultural product grown and processed in Sonoma County. These activities are consistent with General Plan Objectives AR-1.1, AR 1.2, AR 5.1 and General Plan Policies AR-1a, AR-4a, AR-5c, AR-5g, AR-6a and AR-6d.

3. The primary potential land use conflicts associated with the proposed agricultural processing and visitor-serving uses, including the winery, tasting rooms, agricultural promotional events, and industry-wide events are aesthetics, exterior lighting, traffic, parking, hydrology and water use, water quality, and noise. Conditions of approval have been incorporated into the project to reduce these and all other potential impacts to a less than significant level. The proposed design plans to convert the two existing hop kiln buildings into tasting rooms received preliminary approval in a joint session of the Sonoma County Landmarks Commission and the Design Review Committee. The two hop kiln buildings are dilapidated and unless they are rehabilitated, the County could lose an important part of the local agricultural heritage. The joint committee also recommended approval of allowing the two hop kiln buildings to remain within the scenic corridor setback along Westside Road and to be kept at their present height, which exceeds the 35-foot height limit in the LIA zoning district. A condition of approval requires that HD (Historical District) zoning be placed on the east side of the project site where the hop kiln buildings are located. The winery building and wine caves on the

west side are located outside the 200-foot scenic corridor setback and meet other setback requirements and the 35-foot height limit in the LIA zoning district. All elements of the final site plan and design require final approval by the Design Review Committee and the Landmarks Commission prior to issuance of building permits, to ensure compliance with conditions of approval and mitigation measures related to aesthetics, neighborhood compatibility and preservation of historic and cultural resources. New exterior lighting shall be low mounted, downward casting, and fully shielded to prevent glare. Lighting shall be shut off automatically after closing and security lighting shall be motion-sensor activated.

The Final Traffic Study prepared for the project by the traffic engineer from W-Trans, dated March 10, 2016, was reviewed and accepted by the Sonoma County Department of Transportation and Public Works. An Addendum letter prepared by W-Trans, dated April 21, 2017, explains that collision history for the study area indicates there were two collisions on the study segment in the most recent five-year period according to California Highway Patrol records. The collision rate is below average and according to the traffic engineer of W-Trans, the segment appears to be operating within expected safety parameters. The Conditions of Approval require driveway improvements, right of way dedication, and provision of all parking on site with no parking allowed on Westside Road. The frequency and size of agricultural promotional events are limited, and industry wide events will be two days total. Sight distances along Westside Road from the existing driveway locations were evaluated by W-Trans based on sight distance criteria contained in "A Policy on Geometric Design on Highways and Streets," published by American Association of State Highways and Transportation Officials (AASHTO). The stopping sight distance criterion for private street intersection was applied by W-Trans for this evaluation. The minimum stopping sight distance needed for an approach speed of 35 mph is 250 feet. Sight distance to the north of the tasting room driveway on the east side, after removal of the existing Westside Farms sign, is more than 400 feet. To the south of the tasting room driveway, the sight distance is more than 400 feet, which is more than adequate for the speed of traffic. The sight distance to the south of the winery driveway on the west side is 250 feet. To the north of the winery driveway, vegetation will be removed and the northwesterly hillside of the project site lowered and terraced to allow a sight distance of 250 feet, in accordance with a letter report, Grading and Cross Section Plan, and a Stopping Sight Distance plan prepared by the applicant's engineer, Adobe & Associates. Adobe & Associates also prepared a video simulation showing vehicles traveling along the project site with the sight distance improvements completed and sight stopping distance scenario. An Addendum letter from the traffic engineer of W-Trans, dated September 13, 2017, explains that with these improvements to increase sight lines to the north to at least 250 feet, sight lines will be adequate to allow safe operation of the driveway. Also, an existing mirror across Westside Road on the project site will remain and will extend sight lines.

In addition, a mitigation has been incorporated into the project to limit guest capacity for agricultural promotional events on the west side of the project site to a maximum of 30 guests which equals 12 vehicles using the standard ratio of 2.5 persons per vehicle. Industry wide events will not be held on this portion of the project site. A Traffic Control and Parking Management Plan has been prepared by the applicant to demonstrate queing areas for guest vehicles along the two project driveways for the winery and tasting rooms and the locations of parking attendants on duty for the duration of events. A Traffic Study's sensitivity analysis was done to demonstrate that even with events

happening at the same time at more than one winery, there would not be traffic conflicts or an overconcentration of use. However, a condition has been added to the Use Permit to require event coordination between the Ramey winery and the two closest wineries (Williams-Seylem and Arista) for larger events of 100 guests or more, with the exception of the two industry wide event days since these event days are set by the Russian River Valley Grape Growers Association. The conditions also prohibit scheduling larger events during large organized bicycle events. Furthermore, a standard condition is included in the Use Permit requiring the applicant to participate in a future event coordination program to be used for wineries.

Based on the results of the Noise Assessment, dated March 2017 and the Noise Addendum dated August 2017 prepared by Illingworth & Rodkin, Inc., due to the distance of sensitive receptors (residences) and consistency with Table NE 2 of the Noise Element of the General Plan, mitigation is required to reduce heavy truck noise and mechanical and bottling noise. By extending a proposed retaining wall on and along the southerly property line next to the winery building, placing solid walls in the area of the mechanical room and restricting nighttime truck use and nighttime bottling, the noise standards of the General Plan can be met. Conditions of approval provide mitigation to reduce potential noise impacts from the different site features and buildings. The use of amplified music and sound, loud instruments (drums, cymbals, horns, and similar instruments) and acoustical music are only permitted indoors in the two tasting room buildings during daytime hours until 9 P.M. with doors and windows closed. Amplified music within the tasting room buildings shall be maintained at normal, not peak amplification levels, such that the L50 level of the amplified music not exceed 72 dBA at a distance of 50 feet. No outdoor music or use of sound systems is permitted around the tasting room buildings. No amplified music or sound is permitted either indoors or outdoors at the winery building. Outdoor events can only occur within the Picnic Grove Area until 9 P.M. and may use amplified speech limited to sound systems mechanically set to a volume level no greater than 78 dBA at 50 feet. In the Picnic Grove Area, the use of quieter, non-amplified, acoustic musical instruments (such as piano, stringed instruments, woodwinds, flute, etc.) not exceeding the level of ordinary conversations, is permitted outdoors, during daytime hours until 9 P.M. Prior to temporary or final occupancy of the winery building or tasting room buildings, a long term, on-going Noise Management and Monitoring Plan for event activities shall be submitted and cleared by the Permit Sonoma Health Specialist. The Plan shall be implemented for the project operations. The applicants have agreed to the Mitigation Measures and Monitoring program.

The Groundwater Availability Study prepared by EBA Engineering concludes that the water supply characteristics of the underlying aquifer utilized by Wells #1 and #3 are more than adequate to accommodate the water demands associated with the proposed project and will not result in negative impacts to local groundwater or surface water resources. This conclusion is based on the fact that the project site is located within a Class 1 water area, identified in the Sonoma County General Plan as a major groundwater basin, and the underlying aquifer is comprised of alluvial deposits associated with the Russian River, which is a managed water system that ensures perennial flow throughout the year and serves as a continuous source of recharge to the aquifer. The projected radius of influence characteristics induced by the pumping operations will not encroach onto neighboring properties. In addition, the proposed water use is projected to induce no measurable changes in surface water flows in the Russian River.

All project development will be over 800-feet from the Russian River. According to the Plan, there will be a slight increase in runoff for the 2-year 24-hour storm as a result of the proposed improvements. The increase in the runoff in the area of the winery improvements will be captured in the existing pond. The existing pond will have adequate capacity to capture increase. Water treatment will be achieved by allowing the runoff to flow through vegetated buffer areas prior to entering the pond. There will be a slight increase in runoff east of the tasting room improvements that will infiltrate into the existing vegetation prior to exiting the property. The Best Management Practices incorporated into the proposed project, including the vegetated buffer areas, will provide the necessary treatment to meet the County's Low Impact Development (LID) requirements. . These improvements as designed would reduce the potential impacts on water quality to a level of less than significant.

The industrial wastewater from the proposed winery processing will be collected, aerated and stored in a series of treatment tanks to be disposed of via an irrigation system to serve the on-site vineyard. Domestic sewage disposal from the tasting rooms, marketing accommodations, guest and employee restrooms will be disposed of via on-site septic systems adjacent to the tasting room buildings on the east side and near the existing farmhouse on the west side. Both the winery wastewater system and the domestic systems will be designed by an engineer to meet all applicable standards. The property consists of flat gentle sloping terrain with slopes ranging between 5-15 percent. The soil classification of the project site is "Yolo Loam" which is commonly found in the Russian River and Dry Creek Valleys and described as sandy loam, gravelly loam, silt loam, and clay loam surface layers in some areas. Yolo Loam is suitable for domestic and industrial wastewater disposal systems. The Russian River forms the eastern boundary to the property. Both the winery wastewater system and domestic septic systems will be more than 800 feet from the Russian River.

4. The proposal is consistent with the LIA (Land Intensive Agriculture) zoning designation, which allows the following under Section 26-040-020 (i) of the Zoning Ordinance with a Use Permit approval: tasting rooms and other temporary, seasonal or year-round sales and promotion of agricultural products grown or processed in the county. Sonoma County has a long history of permitting agriculture promotional events at wineries as a marketing tool that promotes the wine produced or grown on site. Project conditions of approval prohibit the winery facility from being rented out to third-parties for any activities, including events, weddings, or concerts.

5. The project is consistent with the Land Conservation Act because: 1) the project will be supportive of agricultural production on the project and in the local area; 2) the project would not affect the agricultural use on adjacent properties because noise will be controlled and all parking needs can be accommodated on the project site; 3) the project site will continue to be devoted to agricultural use because well over fifty percent of the property is planted in vines; 4) all other uses, including the winery building, tasting rooms, associated parking, landscaping and outdoor activity area, and existing residence are compatible with the agricultural use of the property and are consistent with the Land Conservation Act's Principles of Compatibility and the County's Uniform Rules for Agricultural Preserves. The existing and proposed development will collectively occupy no more than 3.75 acres of the 75 acre site, which meets the threshold to ensure that they remain incidental to the primary use of the land for agriculture; 5) there will be

no removal or displacement of vines; 6) operation of the tasting rooms and hosting agricultural promotional events are consistent with the Land Conservation Act because they are marketing tools to help sell the wine produced on-site and ensure the long term viability of the vineyard and processing facility; 7) no permanent structures solely devoted to the agricultural promotional event activities will be constructed on the site, and none of the events will last more than two consecutive days; 8) the marketing accommodations for two guest rooms are consistent with the local Uniform Rules; and 9) the agricultural promotional events and industry-wide events are annually limited in number, duration, and scope to ensure that the increase in the temporary human population drawn to the site will not hinder or impair agricultural operations.

6. The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. As discussed in Finding 2 above, in summary, the particular circumstances in this case are: exterior lighting must be low mounted, downward casting and fully shielded to prevent glare, lighting shall shut off automatically after closing and security lighting shall be motion-sensor activated; Westside Road is adequate to support the volume of traffic associated with the proposed land uses; improvements will be done on the project site to provide adequate northerly sight line on the winery side of the project site, the project will not compromise agricultural capability because the proposed use is related to agriculture and no vines will be removed to accommodate the project; and mitigations have been incorporated into the project to ensure that noise from construction, winery operations, and agricultural promotional event and industry wide event activities shall meet the Daytime Noise limit standards established in the General Plan, with limited hours of event activities, and the conditions placed on the project to control noise and restrict the use of any outdoor amplified music and sound systems. Other project related circumstances include that the project will not create a detrimental concentration of visitor-serving and recreational uses because the traffic generated by the project will not result in road access conflicts; the project will preserve historic resources important to the local agricultural heritage and the rural character of the neighborhood; the project applicant will coordinate agricultural promotional events with the two adjacent wineries to off-set event days and/or event times , and no event will be held the same time as a large bicycle event. The project site wells will not affect or cause a significant drawdown of neighboring wells in the area or the Russian River; a Traffic Control and Parking Management Plan will be implemented to control guest traffic entering and exiting the project site, and guest vehicle parking and movement on the project site. Use of amplified music or sound and loud musical instruments are only permitted indoors at the tasting room buildings during daytime hours with doors and windows closed. Outdoor events and activities, including outdoor wine tasting, are only permitted at the Picnic Walnut Grove area, as depicted on the Site Plan. In the Picnic Walnut Grove area, amplified speech is limited to sound systems mechanically set to a volume level no greater than 78 dBA at 50 feet. The winery's Use Permit is under a one-year review of event activities after commencement of the first event to determine condition compliance.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments hereby adopts the Mitigated Negative Declaration and Mitigation Monitoring Program set forth in the Conditions of Approval. The Board of Zoning Adjustments certifies that the Mitigated Negative Declaration

has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and County CEQA Guidelines, and finds that the Mitigated Negative Declaration reflects the independent judgment and analysis of the Board.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments hereby grants the requested Use Permit, subject to the Conditions of Approval in Exhibit ''A'', attached hereto.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments designates the Secretary as the custodian of the documents and other material which constitute the record of proceedings upon which the Board's decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments' action shall be final on the 11th day after the date of the Resolution unless an appeal is taken.

THE FOREGOING RESOLUTION was introduced by Commissioner , who moved its adoption, seconded by Commissioner , and adopted on roll call by the following vote:

Commissioner
Commissioner
Commissioner
Commissioner
Commissioner

Ayes: Noes: Absent: Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

MEMORANDUM

100 Webster Street, Suite 300
Oakland, CA 94607
(510) 788-6880
www.altaplanning.com

To: Marc Bommersbach

From: Hugh Louch, Principal, Alta Planning + Design

Amy Jackson, PE, PTOE, Alta Planning + Design

Date: September 14, 2017

Re: Review of Ramey Winery Project Traffic Impact Analysis

Alta Planning + Design has reviewed the traffic study conducted by W-Trans for the Ramey Winery Project in Sonoma County, CA. This memorandum summarizes the results of this review. The traffic study performed by W-trans provides thorough explanation regarding the methodology used to assess the anticipated impacts of the Ramey Winery project. W-trans used a conservative approach to assume the existing traffic volumes, and applied the appropriate level of service methodology for the existing conditions analysis, which uses percent time spent following thresholds to determine levels of service. W-trans also appropriately used Sonoma County's Winery Trip Generation form, as the ITE Trip Generation Manual does not include data for wineries.

There is concern regarding the reported 85th percentile speed that could impact the required sight distance for vehicles leaving the winery driveways from a stop condition. The 85th percentile speed plays a large role in determining the required sight distance for the driveways later in the report.

The report indicates there is not currently a posted speed limit on Westside Road. Based on a spot speed study performed by W-Trans, the 85th percentile travel speed on Westside Road is reported as 35 mph. However, the calculation for determining the 85th percentile speed from the data provided is not clear. The average speed for each hour is provided in the attachment, instead of a full set of speed captures for an entire hour. A spot study should be conducted during a non-peak hour when vehicles are expected to travel at free flow conditions rather than a peak hour when vehicles could be experiencing congestion. Vehicle speeds should be captured for an entire hour, or during the time it takes to capture 100 vehicle speeds, whichever occurs first. Based on a set of data from either 100 vehicles or an hour of vehicles, the 85th percentile speed can be calculated.

Based on the average speed data provided in the attachment, it appears that the 85th percentile speed could be higher than 35 mph. It would be reasonable to request that the calculations or data set used to determine the 85th percentile speed be provided.

The 85th percentile speed should be used to determine the sight distance for vehicles exiting the winery driveway from a stop condition. This type of sight distance is referred to in AASHTO's *A Policy on Geometric Design of Highways and Streets* as "departure sight triangles" and referred to in the California Highway Design Manual as "corner sight distance".

Assuming the speed is 35 mph, the left turn sight triangle and right turn sight triangle from stop should be 390' and 335', respectively. However, if the 85th percentile speed is higher, as speculated, these sight triangles would be increase. **Therefore, the 85th percentile speed should be calculated based on a speed study as discussed above in order to accurately determine the minimum intersection sight distance for passenger cars exiting the winery, making left and right turns onto Westside Road.**

ATTACHMENT J

Integrated Waste
Road & Bridge Operations
Sonoma County Airport
Sonoma County Transit

Susan R. Klassen, Director

Deputy Director, Transportation and Operations: Johannes J. Hoevertsz
Deputy Director, Engineering and Maintenance: Olesya Tribukait

Memorandum

Date: September 20, 2017

To: Traci Tesconi
Supervising Planner
Permit Sonoma

Subject: Review of Ramey Winery Project Traffic Impact Analysis

File No: UPE14-0008

Traci,

Sonoma County Department of Transportation and Public Works (DTPW) has reviewed the memorandum regarding the *Review of Ramey Winery Project Traffic Impact Analysis* from Alta Planning and Design, dated September 14, 2017.

The memorandum states the methodology from W-Trans for determining the 85th percentile travel speed was not clear. Alta states the spot study should be conducted during a non-peak hour for an entire hour, or during the time it takes to capture 100 vehicle speeds, whichever occurs first. Our review of the W-Trans data revealed the speed study in the accepted March 10, 2016 report complies with the requirements stated by Alta and is consistent with standard engineering practice for performing engineering speed studies.

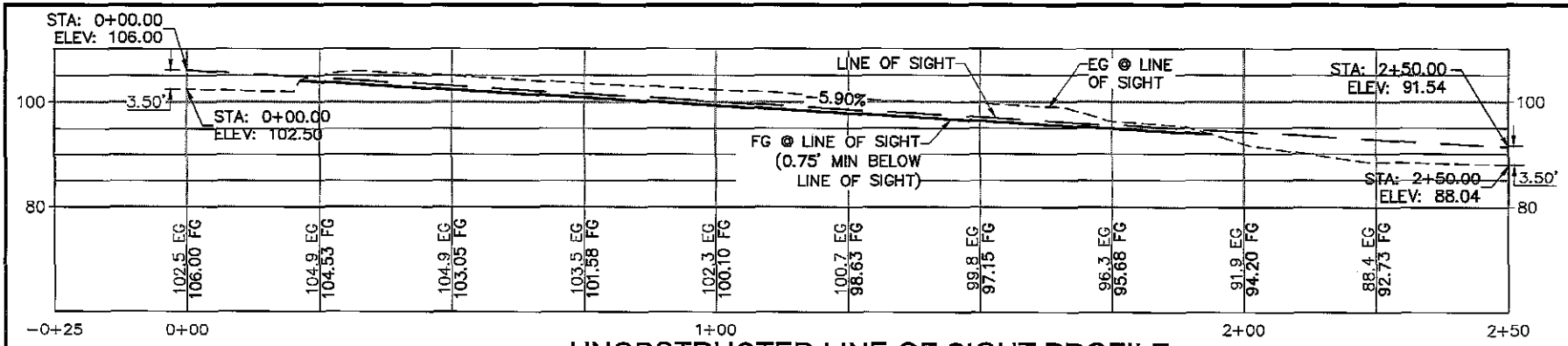
Therefore, Transportation and Public Works is satisfied with and accepts the results of the W-Trans methodology for determining the 85th percentile speed and necessary stopping sight distance.

Jeffrey Clark P.E. T.E.

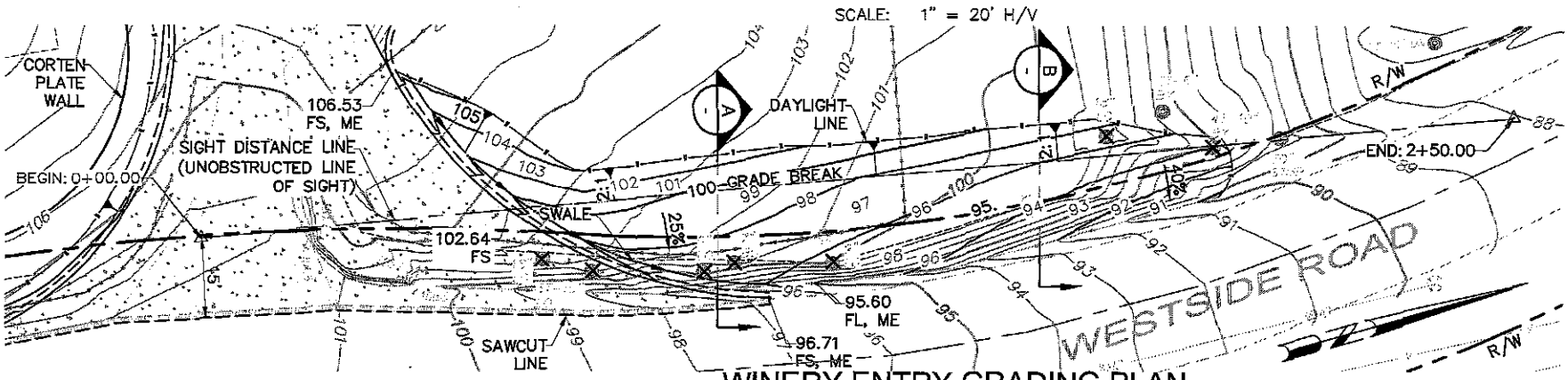
Jeffrey Clark, P.E., T.E.
Traffic Engineer
Sonoma County Department of Transportation and Public Works

Cc: Dean Parsons - Project Review Manager, Permit Sonoma
Andrew Manalastas – Assistant Engineer, DTPW

ATTACHMENT L



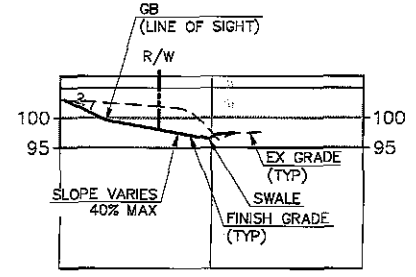
UNOBSTRUCTED LINE OF SIGHT PROFILE



WINERY ENTRY GRADING PLAN

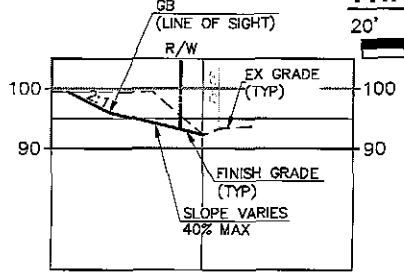
20' 10' 0 10' 20' 40' 60'

Graphic Scale: 1" = 20'



A SECTION

SCALE: 1" = 20' H/V



B SECTION

SCALE: 1" = 20' H/V

PAVING LEGEND:

AC OVER CL II AB

CONC OVER CL II AB

DEMOLITION TABLE:

REMOVE EX TREE 7 EA

June 26, 2017

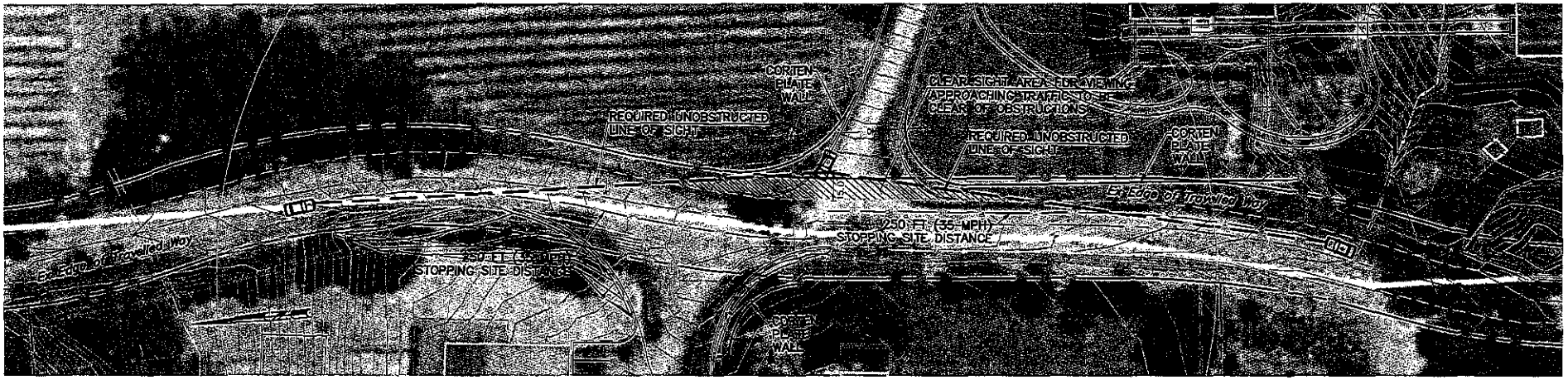
WINERY ENTRY GRADING PLAN

RAMEY WINERY
7079 Westside Rd, Healdsburg, CA

adobe associates, inc.
civil engineering | land surveying | wastewater
1220 N. Dutton Ave., Santa Rosa, CA 95401
P. (707) 541-2300 F. (707) 541-2301
Website: www.adobeinc.com
"A Service You Can Count On!"

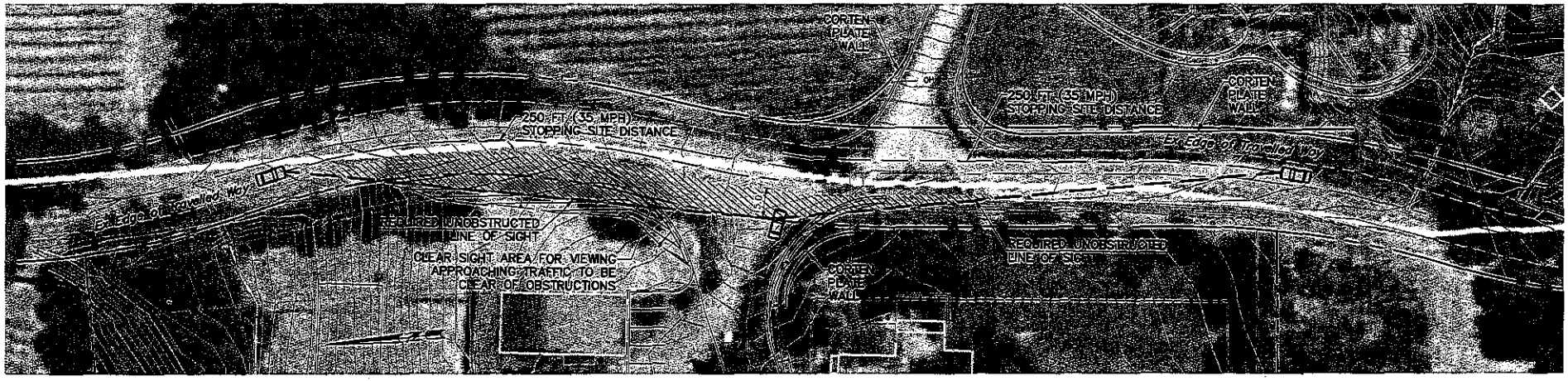
File T:\2013 PROJECTS\13077\DWG\ADOBE-DESIGN\DESIGN REVIEW\EXHIBITS\13077- WINERY ENTRY GRADING PLAN EXHIBIT.DWG,6/26/2017 1:52:24 PM,Jim Gowell

ATTACHMENT M



STOPPING SIGHT DISTANCE - TASTING ROOM ENTRANCE

SCALE: 1"=50'



STOPPING SIGHT DISTANCE - WINERY ENTRANCE

SCALE: 1"=50'

UNOBSTRUCTED VIEW FOR STOPPING DISTANCE

+ DESIGN SPEED: 35 MPH (SEE W-TRANS TRAFFIC STUDY)
+ STOPPING DISTANCE: 250 FT
+ SETBACK FROM EDGE OF TRAVELED WAY: 15 FT
+ CLEAR LINE OF SIGHT SHALL BE ACHIEVED BY TRIMMING TREES AND SHAVING NORTHWEST HILLSIDE IF NECESSARY

PER A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, AASHTO (2010)

June 26, 2017

SIGHT DISTANCE EXHIBIT

RAMEY WINERY
7079 Westside Rd, Healdsburg, CA

adobe associates, inc.
civil engineering | land surveying | wastewater
1220 N. Dutton Ave., Santa Rosa, CA 95401
P. (707) 541-2300 F. (707) 541-2301
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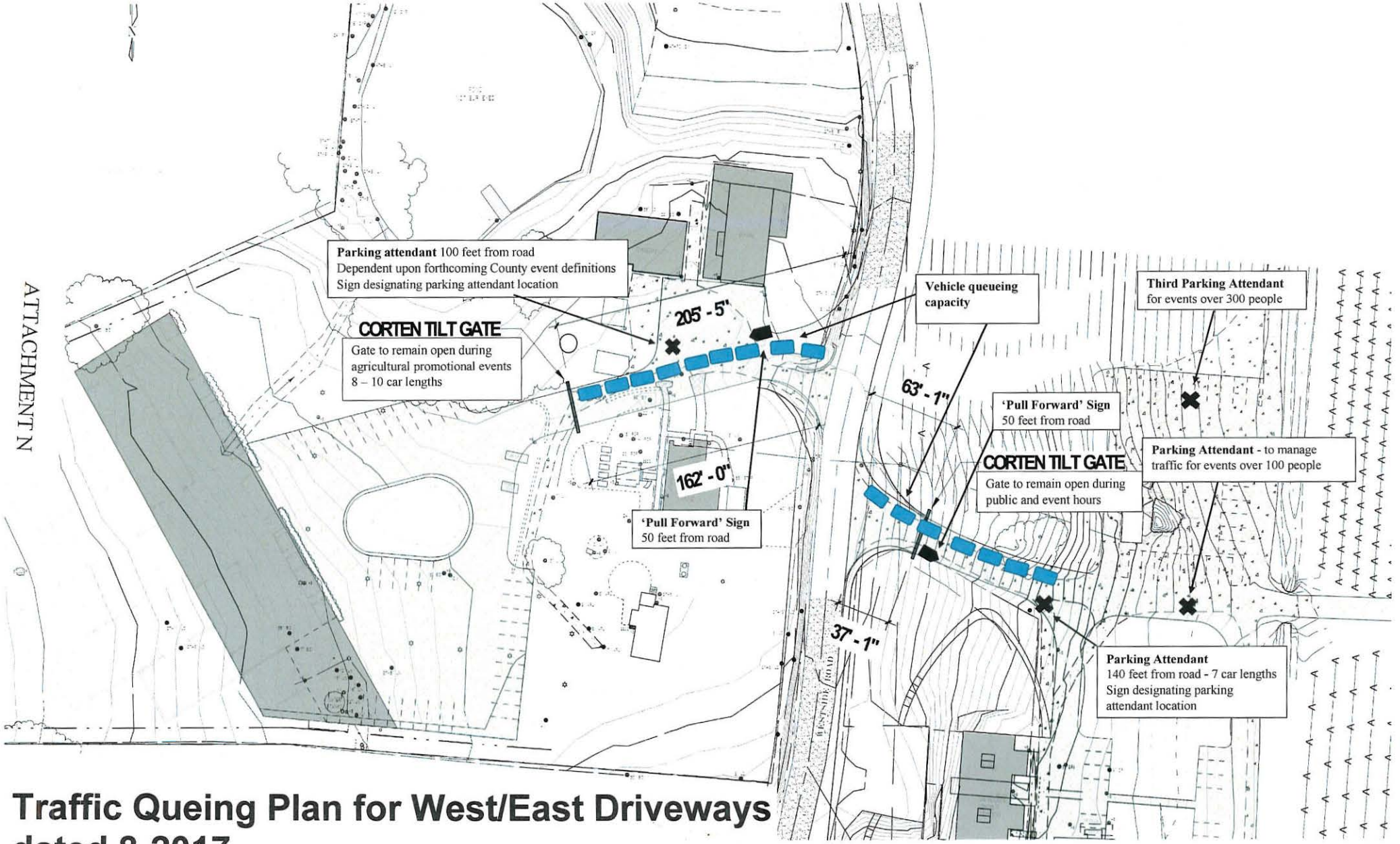
"A Service You Can Count On!"

File:\\2013 PROJECTS\1377\DWG\ADOBE-DESIGN\DESIGN REVIEW\EXHIBITS\13077-- 35 MPH SIGHT DISTANCE EXHIBIT.DWG,6/26/2017 1:59:54 PM,Joe Conwell

ATTACHMENT N



Traffic Queing Plan for West/East Driveways dated 8-2017 UPE14-0008 Ramey Winery

Mitigated Negative Declaration

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Pursuant to Section 15071 of the State CEQA Guidelines, this summary of findings and the attached Initial Study and mitigations constitute the Mitigated Negative Declaration as proposed for or adopted by the County of Sonoma for the project described below:

Project Title: Ramey Winery

PRMD file#: UPE14-0008

Project Location Address: 7097 Westside Road, Healdsburg, CA.

APN: 110-240-031, -032, and -040

Lead Agency: Sonoma County Permit and Resource Management Department

Decision Making Body: Board of Zoning Adjustments

Project Applicant: David and Carla Ramey

Project Description: Request for a Use Permit to construct a new winery building (two story, approx. 32,210 square feet) with a maximum annual case production of 60,000 cases, a new wine cave (approx. 20,720 square feet), a conversion of an existing hop kiln building to a public tasting room open from 10 am to 5 pm, 7 days a week, and a conversion of an existing hop baling barn to a private tasting room with a two-guest room marketing accommodation unit on the upper floor. The request includes 22 agricultural promotional events per year with a range of maximum guests (10 events with 30 guests, 5 events with 60 guests, 5 events with 120 guests, & 2 events with 300 guests), and participation an industry wide events totaling two event days with a maximum of 300 guests on a parcel 75 acres in size. On the west side of the project site, agricultural promotional events will be limited to a maximum of 30 guests and industry wide events will not occur on this side of the project site. A four- year Use Permit with a one year extension of time is requested under Section 26-92-130 of the Zoning Code. No weddings, receptions, or concerts are proposed. The parcel is under a prime Land Conservation Contract. No vines will be removed to accommodate the winery facility or site infrastructure.

Zoning: LIA B6-60; F1, F2, RC200/100, SR, VOH (Land Intensive Agriculture; 60 acres per dwelling unit, Flood Plain; Riparian Corridor 200/100; Scenic Resources; Valley Oak Habitat Combing Districts – east of Westside Road); and LIA B6-60; SR (Land Intensive Agriculture; 60 acres per dwelling unit; Scenic Resources – west of Westside Road).

The parcel is not currently zoned HD (Historic Combining District). All project development, including the new construction, existing buildings, driveways, septic systems, wastewater system, parking and landscape areas are located outside of the Riparian Corridor setback and outside of the F1 (Floodway) and F2 (Floodplain).

The project site is one legal separate parcel bisected by Westside Road and due to this has different APN numbers. A road does not in of itself create legal separate parcels. The 75- acre project site cannot not be divided or sold separately.

General Plan Land Use Designation: Land Intensive Agriculture 60 acre density (east of Westside Road) and Land Intensive Agriculture 100 acre density (west of Westside Road).

Environmental Finding: Basis on the attached Initial Study, the project described above will not

have a substantial adverse impact on the environment, provided that the mitigation measures identified in the Initial Study are included in the project.

Initial Study: See attached.

Mitigation Measures: Included in attached Initial Study. The project applicant has agreed to implement all mitigation measures.

This report is the Initial Study required by the California Environmental Quality Act (CEQA). The report was prepared by Traci Tesconi, Project Planner with the Sonoma County Permit and Resource Management Department, Project Review Division. Information on the project was provided by the applicant. Additional information was provided by various consultants as identified in this Initial Study. Technical studies referred to in this document are available for review at the Permit and Resource Management Department.

SETTING: Surrounding Land Use and Zoning:

Land use in the project vicinity is primarily vineyard, wineries, tasting rooms, small family farms, and single family residences. The zoning designation in the project vicinity is LIA (Land Intensive Agriculture) due to its rich farming soils. The project site is located on both sides of Westside Road. Westside Road runs approximately 12 miles from Hacienda Bridge in Forestville to Highway 101 in Healdsburg. The closest wineries and tasting rooms within one-half mile of the project site are:

1) Williams- Selyem Winery to the south- approximately 725 feet
2) Arista Winery to the north –approximately 830 feet
3) Gracianna Tasting Room to the north – approximately 1,093 feet (no events)
4) Allen Family Vineyard and Winery (no tasting room or events)

Lands surrounding the subject property are residential and agricultural with vineyards and wineries. To the east is the Russian River, which includes riparian habitat and oak woodland along with vineyards. On the other side of the Russian River is Riverfront Regional Park.

The project site is located outside of the Dry Creek Valley Citizens Advisory Committee referral area. The project referral was sent public interest groups: Westside Community Association (WSA) and Westside Association to Save Agriculture (WASA).

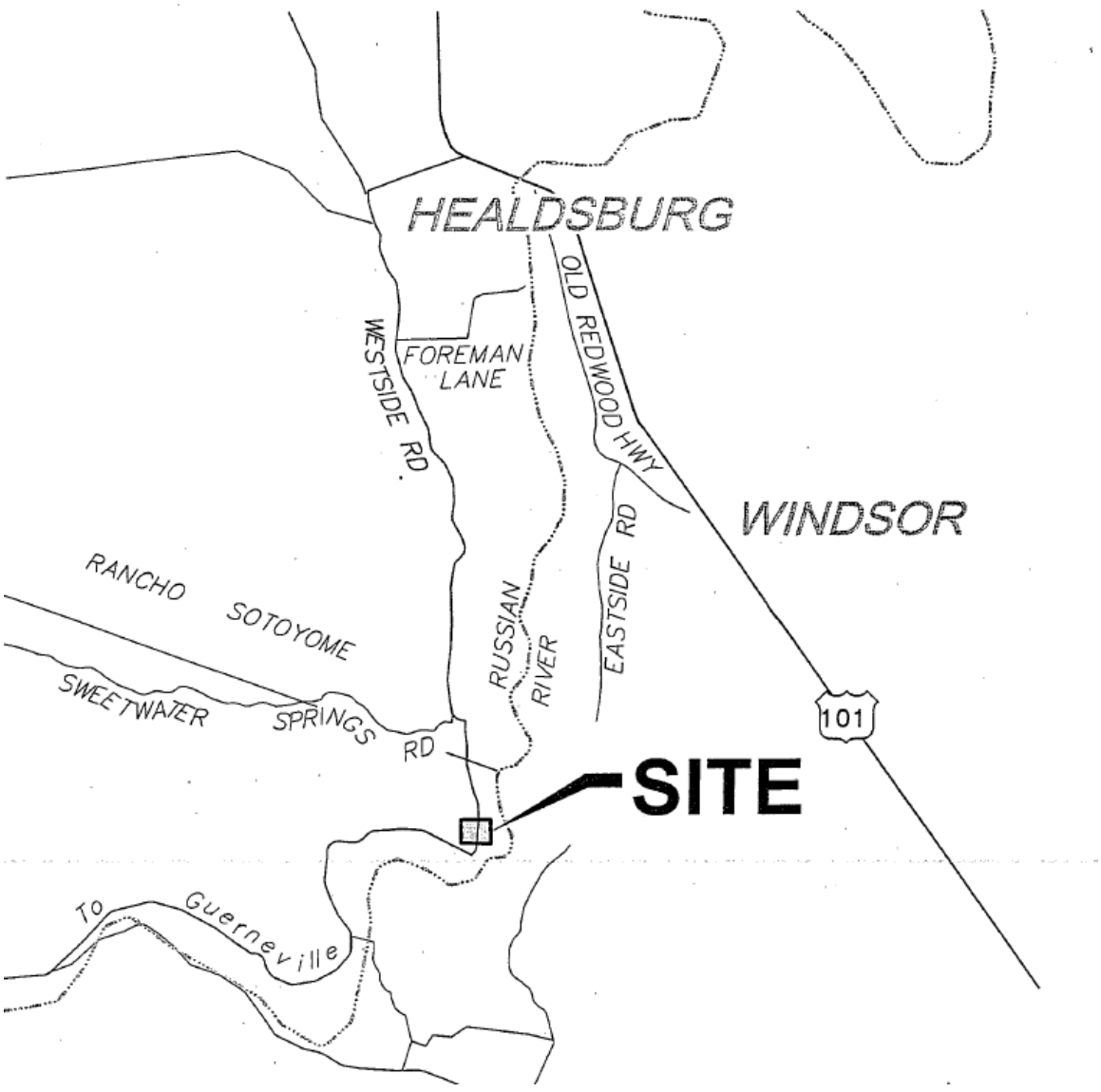
OTHER PROPOSED PROJECTS ON WESTSIDE RD:
As of January 1, 2014 to February 21, 2017, there are three other winery related projects filed with PRMD besides this proposed project:

- PLP14-0031; 4603 Westside Rd, 10,000 case winery, public tasting room, and 12 promotional event days with a maximum of 180 people and 13 industry-wide event days, plus winemaker meals not proposed as events. No weddings are proposed. North of proposed project. Located approximately 2.5 miles from this project site. In July 2017, it was denied by the Board of Zoning Adjustments. It's on appeal to the Board of Supervisors.

- PLP15-0032; 4075 Westside Rd, Stand-alone tasting room. No special events, including agricultural events, promotional events, industry-wide events and/or tours, are proposed. North of proposed project. Located approximately 3 miles from this project site. Public hearing held on August 17, 2017, it was denied by the Board of Zoning Adjustments.

- UPE16-0102; 6677 Westside Rd, 492 case winery, public tasting, tours, appointment only

food and wine tasting service, and annual agricultural promotional events (four w/ 100 guests, and 14 w/ 50 guests with no outdoor amplified music. Adjacent parcel to the north of proposed project. Located approximately .40 miles from the project site. Pending.



PROJECT DESCRIPTION

A Use Permit for:

- A new winery building (two story, approx. 32,210 square feet) with a maximum annual case production of 60,000 cases. The winery building would be built into the hillside meadow in front of the wine caves, using a cut-and-fill, low-profile design. Grapes will be locally sourced, primarily on-site and from Sonoma County, as well as from bordering counties. All processing, aging, bottling, and storage of wine will be

done indoors. Features include processing area, bottling area, wine storage and tank areas, administrative offices, employee kitchen/breakroom, employee shower and locker room, technical tasting rooms, a wine library, a commercial kitchen, employee and public restrooms.

- Wine cave (approx. 20,720 square feet) for wine vault storage (long-term aging of wine in barrels).

- Conversion of hop kiln building to public tasting building with two rooms with wine tasting bars, a commercial kitchen, public restrooms, case-good storage, general storage, and office supply storage room. Includes an elevator.

- Conversion of a hop baling barn to a private tasting room with wine bar, a commercial kitchen, and VIP lounge area on middle floor. A two-guest room marketing accommodation with full bathrooms and lounge area on upper floor. A general storage on lower floor. Includes an elevator.

- Food and wine pairing is proposed in the public and private tasting rooms.

- New parking areas added to east and west side of project site. East side includes: 20 standard spaces, 4 handicap accessible spaces, and 58 overflow parking spaces (unmarked gravel area). West side includes: 13 standard spaces, 2 handicap accessible spaces, and 21 overflow parking spaces (unmarked).

- New winery wastewater disposal system with pre-treatment system and disposal via on-site vineyard irrigation system. The process waste will be pre-screened at collection points in the facility and directed to an aerobic treatment unit (manufacturer to be determined). The treatment unit will reduce waste strength and suspended solids to levels approved by the State Water Quality Control Board for surface irrigation. The treated wastewater will be directed to storage until discharged to irrigation. Treated wastewater will be pumped to a point of connection to the vineyard irrigation system. The process system will be subject to a Waste Discharge Permit issued by the State Water Quality Control Board, North Coast Region.

- New domestic septic systems on east and west side of project site to serve all employee and guest restrooms. The septic systems will be subject to a Septic Permit and Plans issued by the Well and Septic Section of PRMD.

- Two new driveway improvements on east and west side of project site. Sight distance improvements by removing vegetation and terracing west side of project site along Westside Road. Driveway and sight distance improvements will be subject to an Encroachment Permit issued by the Engineering Section of PRMD.

- Existing on-site wells to be used for all winery and domestic uses.

- None of the existing vineyard will be removed to accommodate the proposed use or infrastructure.

- The 42 acre on-site vineyard consisting of Chardonnay (32 acres) and Pinot Noir (10.5 acres) grapes. The Project Proposal Statement explains the on-site vineyard produces 250 tons of grapes. The Chardonnay grapes will be processed on site in the proposed winery. The Pinot Noir grapes are leased to another winery on a long term basis. The former Chardonnay grape contracts expired at the end of the 2016 harvest. The Winery Trip Generation Form prepared by W-Trans, states

approximately 720 tons of grapes would be imported to the project site from local areas in order to reach the maximum annual production capacity of 60,000 cases. This calculates to approximately 62 cases/ton, which is consistent with industry standards which range between 58 to 65 cases/ton based on grape variety and processing operations.

Hours of operation:

- Winery operations: Monday through Friday, 7:00 a.m. to 6:00 p.m. Non-Harvest Season. Monday through Friday, 6:00 a.m. to 10:00 p.m. Harvest Season
- Tasting Room hours: 10:00 a.m. to 5:00 p.m., 7 days a week
- Industry- Wide events: 11:00 a.m. to 5:00 p.m. , two event days per year
- Agricultural Promotional Events: Varies. 11 a.m. to 3 p.m., 9 a.m. to 9 p.m., or 6 p.m. to 9 p.m.

The following Table provides the proposed events and locations on the project site:

Ramey Wine Cellars Proposed Ag Promotional Events UPE14-0008				
Event Type	**No. of Events per Year**	**Hours**	**Maximum number of guests**	**Event Location on the property**
Industry-wide Event	Total of 2 event days per year	10 am - 5 pm (*)	300	Tasting rooms, and outdoor walnut grove
New wine release tastings – by invitation only	2	9 am - 9 pm	300	Tasting rooms, and outdoor walnut grove
Private tastings	5	9 am - 9 pm	120	Tasting rooms, and outdoor walnut grove
Private tastings	5	11 am - 3 pm; or 6 pm - 9 pm	60	Tasting rooms, and outdoor walnut grove
Winemaker lunches or dinners with on-site food preparation, and food and wine pairings	10	11 am - 3 pm; or 6 pm - 9 pm	30	Baling barn, outdoor walnut grove, and winery

(*) Industry wide events must occur during the public tasting room hours.

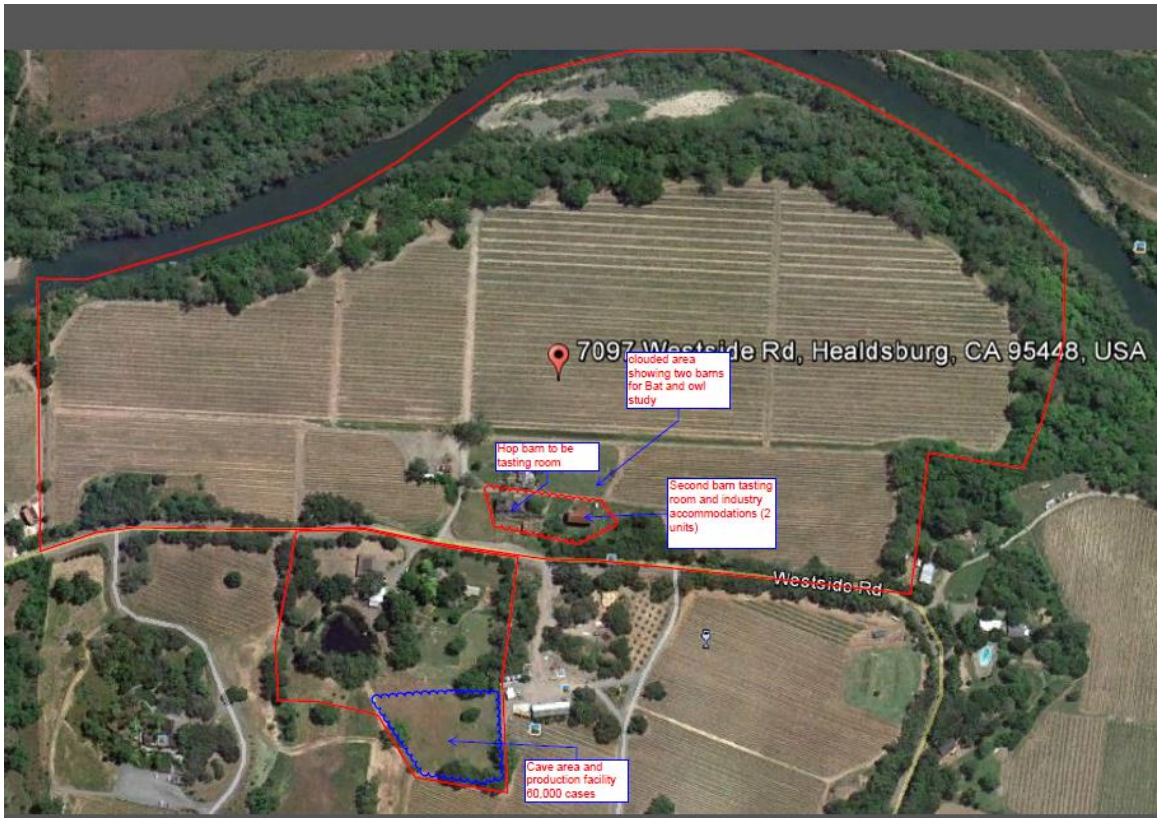
East Portion of Project Site:
The improvements on the eastern portion of the property will include refurbishing the hop kiln building into a public tasting room, leaving the exterior similar to its current appearance while maintaining the furnace and duct work in the south side of the building intact to demonstrate the building's original use. The 3-story baling barn would also be refurbished as a private, invitation only tasting room, which would include equipment storage on the ground level; a kitchen and meeting area for private tastings and meals on the midlevel; and two bedrooms as marketing accommodations on the top (third) level, with two work stations. These guest rooms are to be

used solely as marketing and industry related accommodations with no fee charged and not for commercial purposes. These two buildings are to be connected by an elevated walkway utilizing a railcar trestle which historically was used during hop harvests to carry dried hops from the kiln to the baling barn. The baling barn will also be refurbished to maintain its current appearance. An existing 1,250 sq. ft. residence is to be removed in order to accommodate the associated parking, driveway and landscaping improvements. The project would provide for all on-site parking for tasting room and event activity. The parking area is to be landscaped providing a separation between primary parking field and overflow parking. The entrance to the property is to be improved with an asphalt driveway that would transition to chip seal base for the primary parking area, gravel for the overflow parking and for the vineyard access road. A new gate will be installed at the entrance to the east side of the property.

West Portion of Project Site:
The west side of the property is to be developed with a two-story winery in front of the wine caves. The winery will use a cut-and-fill, low-profile built into the hillside meadow to reduce visible impacts from Westside Road. Grapes will be locally sourced, primarily on-site and from Sonoma County, as well as from bordering counties. The 32,210 sq. ft. winery building will include all indoor processing, bottling, aging, and storage of wine. Features consist of tank rooms, offices, technical tasting rooms, a wine library, laboratory, case good storage, mechanical room, an employee breakroom/kitchen, and a commercial kitchen. Behind the winery is a 20,720 sq. ft. wine cave constructed below grade that will serve vault storage (long term aging of wine in barrels) of the wine processed on the site. Associated landscaping improvements will be done around the parking areas. One 300 sq. ft. shed and a 925 sq. ft. residence would be removed, while all other existing structures would remain (2,000 sq. ft. residence; 1,800 sq. ft. barn; and 1,800 sq. ft. shed) with no development occurring near the existing 3 ½ acre reservoir.

The proposed facility (winery and tasting facility) would employ a total of 15 fulltime; 3 part time; and 6 seasonal employees for a total of 24 employees. There will be no weddings, no wedding receptions, or rental of any of the facilities to outside parties.

Overall Site and Aerial Plan for Ramey Winery:



SITE CHARACTERISTICS

The parcel is located approximately 7.2 miles southwest of the City of Healdsburg, along both sides of Westside Road, within Section 21, Township 8 North; Range 9 West, MDBM. The property is known as Westside Farms and is comprised of one legal parcel of record, under three Assessor's Parcel Numbers (110-240-031; 110-240-032; and 110-240-040) totaling 75 acres in area. The subject property is bisected by Westside Road, with approximately 6.5 acres situated to the west of Westside Road and 68.5 acres lying on the east side of Westside Road. The western 6.5 acres is currently developed with two single family residences, a barn, a pole barn two out buildings and a 3 ½ acre-foot reservoir. The eastern 68.5 acres is planted with approximately 42 acres of vineyard (Chardonnay and Pinot Noir grapes) and contains an existing hop kiln structure (6,850 sq. ft.) and hop baling barn (5,290 sq. ft.) constructed sometime between 1915 and 1930, and are in a state of disrepair. These structures are to be refurbished as part of the proposal. There is also currently a 350 sq. ft. pump station, a 1,250 sq. ft. home that is to be removed located east of the hop kiln and baling barn. The eastern portion of the property gently slopes downward and eastward toward the Russian River to the east. The existing 42 acre vineyard extends from the western end of Westside road easterly to the tree line adjacent to the Russian River.

The vineyard is accessed and bordered by an existing dirt/gravel access roadway that forms a perimeter around the vineyard that provides access for maintenance. The Russian River forms the eastern boundary of the site and can be accessed by an existing access road located at the eastern end of the property. Also located near the eastern end of the site is an elevated electrical utility box above the floodplain for the well pumps that serve the vineyard. The hop kiln and baling barn tasting rooms are located approximately 950 feet west of the Russian River.

Additionally, on the eastern end of the property near the Russian River is a grove of walnut trees. This area is not proposed for development, but, will be used for outdoor agricultural promotional events. The property in general (both east and west sides) also contains oak woodland, ruderal non-native grassland and landscaped areas.

The western portion of the property also gently slopes from west to east down toward Westside Road and is currently developed with an existing 925 sq. ft. home (to be removed); an existing 2,000 sq. ft. home (to remain); an existing 1,800 sq. ft. barn (to remain); an existing 1,800 sq. ft. shed (to remain); a 300 sq. ft. shed (to be removed); and a 3 ½ acre-foot reservoir. The existing reservoir does appear to support some willow and other riparian vegetation. As noted above, the western portion of the property is to be developed with the new winery and the wine caves.

Since the 1800's the property has been used for agriculture, including fruit orchards, hops and currently is planted in grapes. In 1988, the project site was known as Westside Farms, a vegetable farm and pumpkin patch with hay rides starting in 1989 and continuing until 2000. The project proposal statement and traffic study prepared for the proposed project states that in 1988 Westside Farms operated as a diversified agricultural operation with a pumpkin patch and farm store with hay rides starting in 1989. Initially, during the mid-1990's Westside Farms was open five to six days each week from May through November. After that they were open to the public seven days a week during the month of October. Weekdays were focused on school groups totaling 200-400 children arriving in school buses and car pools, with an additional 100-200 children arriving after school. Weekends would see 300 to 1000 cars arriving over the course of a day with 400-600 maximum people on site at any one time. At any given moment, 200-300 cars might have been parked on site. In 1990, 32 acres of Chardonnay grapes and 10 acres of Pinot Noir grapes were planted.

Access to the property is from Westside Road, via two existing 20-ft wide driveways (each serving both sides of the property east/west). The property is currently served by on-site well water and septic. The site is within a Type I Williamson Act Contract.

RESPONSIBLE AND TRUSTEE AGENCIES

The Regional Water Quality Control Board (RWQCB) must approve a Waste Discharge Requirements/permit or waiver thereof prior to PRMD's issuance of a building permit construct the winery and associated improvements. In addition, the State of California, State Drinking Water Program will be required to issue a permit for an on-site water supply prior to issuance of a building permit that the facility is able to meet minimum water quality requirements for drinking water.

ISSUES RAISED BY THE PUBLIC OR AGENCIES

A referral packet was sent to the appropriate local, State, and Federal agencies, and special interest groups anticipated to take interest in the project. The following issues were raised:

- Overconcentration of wineries, tasting rooms, and events on Westside Road
- Existing buildings located within the scenic corridor
- Re-use/re-construction of historical hop kiln buildings
- Proposed project's compliance with the Land Conservation Act (Williamson Act) and the local Uniform Rules for Agricultural Preserves
- Potential traffic impacts
- Potential noise impacts
- Potential groundwater impacts

INITIAL STUDY CHECKLIST

This checklist is based on Appendix G of the State CEQA Guidelines. For each item, one of four responses is given:

> **No Impact: The project would not have the impact described.** The project may have a beneficial effect, but there is no potential for the project to create or add increment to the impact described.
>
> **Less Than Significant Impact**: The project would have the impact described, but the impact would not be significant. Mitigation is not required, although the project applicant may choose to modify the project to avoid the impacts.
>
> **Potentially Significant Unless Mitigated:** The project would have the impact described, and the impact could be significant. One or more mitigation measures have been identified that will reduce the impact to a less than significant level.
>
> **Potentially Significant Impact:** The project would have the impact described, and the impact could be significant. The impact cannot be reduced to less than significant by incorporating mitigation measures. An environmental impact report must be prepared for this project.

Each question on the checklist was answered by evaluating the project as proposed, that is, without considering the effect of any added mitigation measures. The checklist includes a discussion of the impacts and mitigation measures that have been identified. Sources used in this Initial Study are numbered and listed on page 10, 11, and 106. Following the discussion of each checklist item one or more sources used are noted in parentheses.

The applicant has agreed to accept all mitigation measures listed in this checklist as conditions of approval of the proposed project and to obtain all necessary permits.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Less than Significant with Mitigation" as indicated by the checklist on the following pages.

Table of CEQA topics identified as having "Potentially Significant Impact" or "Less than Significant with Mitigation"

CEQA Topic	Yes	No
Aesthetics	Yes	
Agricultural & Forest Resources	Yes	
Air Quality	Yes	
Biological Resources	Yes	
Cultural Resources	Yes	
Geology and Soils	Yes	
Greenhouse Gas Emission		No
Hazards and Hazardous Materials		No
Hydrology and Water Quality		No
Land Use and Planning	Yes	
Mineral Resources		No
Noise	Yes	

Population and Housing		No
Public Services		No
Recreation		No
Transportation and Traffic	Yes	
Utility and Service Systems		No
Mandatory Findings of Significance	Yes	

Incorporated Source Documents

In preparation of the Initial Study checklist, the following documents were referenced/developed, and are hereby incorporated as part of the Initial Study. All documents are available in the project file or for reference at the Permit and Resource Management Department.

_X_ Project Application and Description
___ Initial Data Sheet
_X_ County Planning Department's Sources and Criteria Manual
_X_ Sonoma County General Plan and Associated EIR
___ Specific or Area Plan: none
_X_ Sonoma County Zoning Ordinance
_X_ Project Referrals from Responsible Agencies
_X_ State and Local Environmental Quality Acts (CEQA)
_X_ Correspondence received on project.
_X_ Other technical reports:

1. Applicant's Submittal/Project Description packet, October 2014. Revised Project Proposal Statement dated September 2014. Revised Project Plans dated 2015.

2. Preliminary Storm Water Mitigation Plan for Ramey Winery, Adobe Associates, Inc., December 20, 2013.

3. Projected Water Use Letter, Adobe Associates, Inc., December 30, 2015.

4. Traffic Study for Ramey Winery Project, W-Trans, February 23, 2015, and revised Final Version dated March 10, 2016.

5. Addendum Traffic Letter, W-Trans, dated April 21, 2017.

6. Habitat Assessment Ramey Winery, Wildlife Research Associates & Jane Valerius Environmental Consulting, June 24, 2014; and revised/corrected May 5, 2017.

7. Biologist Addendum letter, Wildlife Research Associates, dated May 5, 2017.

8. Ramey Winery at 7097 Westside Road Greenhouse Gas Emissions Analysis, Illingworth & Rodkin, Inc., October 23, 2013, and revised October 1, 2014.

9. Environmental Noise Assessment prepared by Illingworth and Rodkin, dated October 2013, Revised October 2014, Revised September 2015, revised March 2017 final assessment, and an addendum August 16, 2017.

10. Geologic Report for General Plan Policy WR-2e, Ramey Winery, 7097 Westside Road, .Healdsburg CA, EBA Engineering, January 5, 2017.

11. Historical Resource Study 7097 Westside Road, Knapp Architects, July 2014, and Supplement to Historical Resource Study, Knapp Architects, March 2015.

12. Landowners Compliance Statement for Land Conservation Contract.

13. Sonoma County General Plan Circulation and Transit Element, Sonoma County, August 24, 2010.

14. Sonoma County Important Farmland Map 2008. California Department of Conservation, Division of Land Resource Protection, Farmland Mapping and Monitoring Program.

15. Assessor's Parcel Maps.

16. BAAQMD CEQA Guidelines; Bay Area Air Quality Management District; April 1999; California Air Resources Board (CARB) http://www.arb.ca.gov/.

17. Final Bay Area 2010 Clean Air Plan, Volumes I & II, Bay Area Air Quality Management District, September 15, 2010.

18. California Environmental Protection Agency - http://www.calepa.ca.gov/SiteCleanup/corteseList/default.htm; California Regional Water Quality Control Board - http://geotracker.swrcb.ca.gov/; California Dept of Toxic Substances Control http://www.dtsc.ca.gov/database/calsites/cortese_list.cfm, and Integrated Waste Management Board - http://www.ciwmb.ca.gov/SWIS/Search.asp.

19. Alquist-Priolo Special Studies Zones; State of California; 1983.

20. Flood Insurance Rate Maps, Federal Emergency Management Agency.

21. Special Report 120, California Division of Mines and Geology; 1980.

22. Tree Protection and Replacement Ordinance (Ordinance No. 4014); Sonoma County.

23. Heritage or Landmark Tree Ordinance (Ordinance No. 3651); Sonoma County.

24. Sonoma County Aggregate Resources Management Plan and Program EIR, 1994.

25. Sonoma County Bicycle and Pedestrian Plan, Sonoma County Permit and Resource Management Department, August 24, 2010.

26. North Coast Regional Water Quality Control Board, http://www.waterboards.ca.gov/northcoast/water_issues/programs/non_chapter_15_permitting.shtml.

1. AESTHETICS – Would the project:

a) Have a substantial adverse effect on a scenic vista?	Potentially Significant Impact	Less than Significant with	Less than Significant Impact	No impact

		Mitigation Incorporation		
		X		

Comment:
1.a and 1.b Less Than Significant with Mitigation Incorporated:

Scenic Corridor:
Westside Road is designated as a Scenic Resource (Scenic Corridor) by the Sonoma County General Plan (Figure OSRC-1). However, the site itself is not designated as a Scenic Landscape Unit in the Open Space and Resource Conservation Element of the General Plan. These areas are identified under General Plan Objective OSRC-3.1, for scenic corridors along "…roadways that cross highly scenic areas, provide visual links to major recreation areas, give access to historic areas, or serve as scenic entranceways to cities." New development, other than barns and similar agricultural support buildings, are generally prohibited within an area equal to 30 percent of lot depth, to a maximum of 200 feet, measured from centerline of a Scenic Corridor.

The proposed winery building and wine cave are located approximately 240 to 260 feet from the front property line, 10-feet from the side property lines, and 20-feet from the rear property line, and located outside of the 200-foot from the centerline of Westside Road, conforming to the Scenic Corridor setback and all other LIA zoning district setback requirements. As discussed below under the Item 11. Noise section, to reduce noise associated with heavy trucks and winery activity noise, a noise barrier/retaining wall is required. This noise barrier/retaining wall will be located at the winery building site, also located outside of the 200-foot Scenic Corridor setback along Westside Road and would be shielded from view from the public roadway by the existing residence, as well as existing and proposed landscaping located in the front portion of the of the project site.

The existing hop kiln building and bale barn are located within the Scenic Corridor 200-foot setback. Under Section 26-64-030 (a) -3 it states, in part, development within the setback shall be prohibited with the following exceptions, where such uses are allowed by the base district with which this district is combined:

(3) Maintenance, restoration, reconstruction or minor expansion of existing structures;

Design Review Committee/Sonoma County Landmarks Commission Meetings:

On December 2, 2014, the proposed project went before a joint review with the Design Review Committee and the Sonoma County Landmarks Commission to review the project proposal and project plans. On December 2, 2014 for following actions were taken:

DRC: Unanimously voted to approve:
- The existing height of the Hop Kiln and Bale Barn buildings which exceeds 35 feet.
- Maintaining the two structures (Hop Kiln and Bale Barn buildings) in their current footprint within the Scenic Corridor setback.

Landmarks Commission/ DRC decided to require:
- Final review of the project to be jointly done by the Landmarks and DRC Committees, after a final decision is made on the project.
- The HD (Historic Combining District) be added to the entire property.

At the applicant's request, on July 7, 2015, the project went back to the Sonoma County

Landmarks Commission. The applicant requested that the HD overlay zone on the west side of the project site not be required since this side does not contain any existing structures that appear to be eligible to the California Register. To support the applicant's request, a Supplemental Historical Resource Study prepared by Knapp Architects, dated March 2015, was provided to the Landmarks Commission. The Knapp report concludes that although the Main House and Barn are definitely very old, neither they nor the rest of the subject property appear eligible to the California Register.

At the July 7, 2015, Landmarks Commission meeting, the Commission voted unanimously to:

- Recommend addition of the HD Combining Zone and Landmark Designation on APN 110-240-031 in its entirety (east side of Westside Road). Landmarks Commission recommended not adding the HD combining zone on APN 110-240-040 (west side of Westside Road). Their decision was based on findings that the historic resources on the east side of Westside Road met the eligibility and integrity criteria for State and Local County designation and the HD Combining Zone; while the structures on the west side of Westside Road had changed over time to the extent that they no longer retained historic integrity that met eligibility criteria.

The Use Permit shall be conditioned to require:

- Prior to issuance of any grading permits or building permits on APN 110-240-031, the applicant shall submit a complete application and current processing fee for Level 1 zone change to add the HD Combining Zone and Landmarks designation on APN 110-240-031 (east side of Westside Road). (Adding the HD combining district to the APN may be processed as a part of the Comprehensive Planning Division's semi-annual package of zone changes required as conditions of approval.)

The hop kiln buildings on the east side will remain intact, but will be refurbished with their original architecture remaining the same. A new bridge connecting the two structures will be introduced, but as noted this bridge was once part of the original architecture connecting the uses of the two hop buildings. A new parking area and overflow area will be introduced on the east side as well along with landscaping. These new parking areas are required to meet rural lighting standards. New landscaping will shield new asphalt and paving from Westside Road and should act to blend with the adjacent vineyard.

On the west side of Westside Road, the new winery building and wine caves will employ a cut and fill approach to result in a low profile building which will be further screened by the existing topography on the west side. The maximum height of the winery building will be 29-feet. Although there will be new lighting introduced as a result of the new winery facility, the proposed lighting is to be down cast type lighting which will minimize glare and spillage of light onto adjacent properties. There will be a total of 12 trees removed in order to accommodate the new winery, however, the landscape plan proposes new trees and ground cover that will serve to screen the building from the public right-of-way. Much of the vegetation between Westside Road and the new winery building will remain, with the trees only being removed where the new winery is to be located. Final design review is required prior to any grading or building permit issuance. Approval of a final lighting and landscaping plan that will maintain nighttime lighting levels at a minimum necessary to provide for security and safety. The light plan shall include a photometric lighting plan that illustrates that there will be no light spillage onto adjacent properties and onto Westside Road. The landscaping plan shall address and include appropriate tree and shrub species that will adequately screen the proposed structure from the public right-of-way.

As recommended with prior review, a joint review before the Design Review Committee and the

Sonoma County Landmarks Commission is required. Therefore to ensure the proposed project does not have an adverse aesthetic effect on the rural or scenic setting of the area, the following Mitigation Measure has been incorporated into the project:

Mitigation Measure 1.a. (1). Prior to issuance of any grading permit for the winery or tasting room development project, a joint meeting shall be held by the Design Review Committee and Sonoma County Landmarks Commission to review and grant final approval on the site plan, building elevations, circulation, parking, landscaping, irrigation, signage, and exterior lighting plans to minimize any visual impact through design and landscaping improvements. The applicant shall comply with the recommendations listed on the joint DRC/Landmarks Commission Action Sheet, dated December 2, 2014, and any subsequent recommendations.

Mitigation Monitoring 1.a. (1): The Permit and Resource Management Department shall not issue any grading, building, or other development permit until the required plans have been given final approval from the Design Review Committee and Sonoma County Landmarks Commission. PRMD shall not issue temporary or final occupancy for any related building permit until a site inspection of the project site has been conducted by the Project Planner to verify exterior building colors, landscape improvements, signage, and exterior lighting have been installed in accordance with approved plans.

Mitigation Measure 1.a. (2): Prior to issuance of final occupancy on any related building permit, landscape planting and irrigation shall be installed in accordance with the plans approved by the Design Review Committee and Sonoma County Landmarks Commission. A site inspection by the Project Planner is required and a letter from the Landscape Architect or Contractor must be submitted verifying landscape and irrigation installation is in accordance with approved plans.

Mitigation Monitoring 1.a. (2): The Permit and Resource Management Department shall not issue final occupancy on any building related permit until it has been verified by a site inspection by the Project Planner and a letter from the Landscape Architect or Contractor that landscaping and irrigation have been installed in accordance with approved plans.

With the implementation of these mitigation measures, the project effect on scenic vistas and scenic resources would be reduced to a less than significant impact. (Also see item 1.d, below, regarding mitigation for night lighting.)

b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X		

As noted above under item 1(a), the frontage road to the project site, Westside Road, is designated as a Scenic Resource (Scenic Corridor) by the Sonoma County General Plan, and as discussed above in item 1(a) with the inclusion of the mitigation measures, the project is consistent with scenic resources policies. Also refer to item 5 (a) in this initial study checklist for mitigation measure to require HD (Historic Combining District) on the eastern portion of the project site to protect the historic value of the existing Hop Kiln and Hop Bale Barn buildings.

Mitigation: Refer to Mitigation Measures under Item 1 (a) and Mitigation Measures under Item 5 (a) in this initial study checklist.				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X	X	

Comment:
1.c. Less Than Significant with Mitigation Incorporated: (**Refer to Mitigation Measures and Monitoring Incorporated into the project under item 1.a. above).** As discussed above, under items 1.a and 1.b, and below, under item 1.d, the project would not be expected to result in a significant impact upon the visual character of the area or its surroundings. Nonetheless, mitigation measures have been incorporated into the project to require joint review by the Design Review Committee and Sonoma County Landmarks Commission after a final decision has been made on the Use Permit request. Implementation of the identified mitigation measures will ensure that potential project effects to visual character will be less than significant.

Mitigation: Refer to Mitigation Measures under Item 1 (a) above.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime view in the area?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X		

Comment:
1.d. Less Than Significant With Mitigation Incorporated: The proposed project would create a new source of exterior lighting that may impact nighttime views as seen from Westside Road, the Russian River, wildlife corridors, and surrounding properties.

The Sonoma County General Plan Open Space and Resource Conservation Element contains goals and policies to preserve and maintain views of the night time skies and visual character of urban, rural and natural areas, while allowing for nighttime lighting levels appropriate to the use and location. Policies include:

Policy OSRC-4a: Require that all new development projects, County projects, and signage utilize light fixtures that shield the light source so that light is cast downward and that are no more than the minimum height and power necessary to adequately light the proposed use.

Policy OSRC-4b: Prohibit continuous all night exterior lighting in rural areas, unless it is demonstrated to the decision making body that such lighting is necessary for security or operational purposes or that it is necessary for agricultural production or processing on a seasonal basis. Where lighting is necessary for the above purposes, minimize glare onto adjacent properties and into the night sky.

The proposed winery and tasting room project will add new land uses to the site and thus will

introduce permanent new sources of exterior lighting. The proposed exterior lighting plan (Sheets A5.00 & A5.01) prepared by Lundberg Designs, dated April 2015, indicates the new exterior lighting fixtures would be down-casted and will utilize wall mounted sconce fixtures where possible and parking area lighting would be low, bollards with down-casted fixtures. No flood lights are permitted. The following mitigation measure will be added to the project to ensure that lighting is controlled according to PRMD standards and that impacts will be less than significant.
Mitigation Measure 1.d.: Prior to issuance of building permits for the winery and/or tasting room buildings, an exterior lighting plan shall be submitted to the Design Review Committee and Sonoma County Landmarks Commission for a joint-committee review and approval. Exterior lighting is required to be fully shielded from off-site views, and directed downward to prevent "wash out" onto adjacent properties or the night sky. Generally, fixtures should accept sodium vapor lamps and not be located at the periphery of the property. Flood lights are not allowed. The lighting shall be installed in accordance with the approved lighting plan during the construction phase. **Mitigation Monitoring 1.d.:** The Permit and Resource Management Department shall not issue building permits for the winery and/or tasting room buildings until an exterior lighting plan has been reviewed and approved by the Design Review Committee and Sonoma County Landmarks Commission in a joint-committee review, consistent with the above mitigation measures and County standards. The Permit and Resource Management Department shall not sign off temporary or final occupancy on any related Building Permit for the winery or tasting room buildings until a site inspection of the property has been conducted that indicates all lighting improvements have been installed according to the approved plans and conditions. If light and glare complaints are received, the Permit and Resource Management Department shall conduct a site inspection and, if warranted, require that the property be brought into compliance or initiate procedures to revoke the permit. With implementation of the foregoing mitigation, potential impacts due to new sources of exterior lighting and glare would be reduced to a level of insignificance.

2. AGRICULTURE AND FOREST RESOURCES – Would the project:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
Comment: **2 (a). No Impact:** The proposed project site contains a mix of designations on the Important Farmlands Map				

including: Prime farmland on the western side where the commercial vineyard exists, Farmland of Statewide Importance and Unique Farmland along the roadway frontages on both sides of Westside Road, and Grazing land on the eastern side where the new winery building is proposed. Of the 75 acre parcel, approximately 42 acres are currently planted in grapes, of the remaining 33 acres, 3.75 total acres comprises of existing and proposed development, comprising of 5 % of the total parcel size which is not significant as the majority of the total acreage remains in agricultural production (refer to Table 1 below). None of the existing vineyard will be removed to accommodate the proposed uses or site infrastructure.

Table 1: Square footage of surfaced area – 7097 Westside Road

	Square Footage	
Structure	**Existing Surface**	**New Surface**
Entrance Roadway (west)	7,660 (gravel)	
Roadway to winery and parking (west)		31,190
Winery Building (west)		19,100
Wine caves (west)		21,250
Entrance roadway (east)	5,595 (gravel)	2,735
Parking and building access (east)		
Chipseal		10,660
gravel	30,360	13,245
Hop kiln (2 structures)	2,930	190
Baling barn	2,090	20
Concrete walkways		920
Total	48,635	**99,310**

The proposed project includes a new winery and wine caves on the west side of Westside Road, and on the east side of Westside Road the re-purposing/refurbishing of two existing hop kiln buildings into tasting rooms and marketing accommodations. The project includes the construction of parking areas, driveways and the enlarging of the existing driveways to meet fire safe standards. The proposal also includes 22 agricultural promotional events with a range of guests (10 events and 30 guests, 5 events with 60 guests, 5 events with 120 guests, and 2 events with 300 guests) and participation in an industry-wide event totaling two (2) day events with a maximum of 300 guests for a total of 24 events. The winery and tasting room uses are considered agricultural related uses in support of the large commercial vineyard and local agricultural industry. The project site would remain devoted to agricultural uses and the project will not result in conversion of farmland or cultivated area to any non-agricultural use.

Mitigation: None required

b) Conflict with existing zoning for agricultural use, or Williamson Act Contract?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact

		X		

Comment:

2.b. Less Than Significant Impact with Mitigation Incorporated: The project site is under a Land Conservation contract (Williamson Act contract) and in the LIA (Land Intensive Agriculture) land use and zoning designation. The General Plan policy for Land Intensive Agricultural states that agricultural production, agricultural support uses, and visitor serving uses, as provided in the Agricultural Resources Element of the General Plan, are permitted uses with a Use Permit approval. The project must be found consistent with the General Plan's Agricultural Element Goals, Objectives and Policies, which include the following:

General Plan

Goal AR-1: *"Promote a healthy and competitive agricultural industry whose products are recognized as being produced in Sonoma County."*

Objective AR-1.2: "*Permit marketing of products grown and/or processed in Sonoma County in all areas designated for agricultural use."*

"Policy AR-4a": *The primary use of any parcel within the three agricultural land use categories shall be agricultural production and related processing, support services, and visitor serving uses. Residential uses in these areas shall recognize that the primary use of the land may create traffic and agricultural nuisance situations, such as flies, noise, odors, and spraying of chemicals*."

Staff Analysis: The project site is within the Land Intensive Agriculture General Plan land use designation and the existing primary use of the project site will remain agriculture production with over 50 percent of the project site planted in vineyard. None of the existing vineyard will be removed to accommodate the proposed uses or site infrastructure. The project site is located within the Russian River appellation. To avoid conflicts with residences in the project vicinity, conditions have been incorporated into the proposed project to reduce potential land use conflicts such as exterior lighting, limit on frequency and hours of events, and noise. All exterior lighting shall be low mounted, downward casting and fully shielded to prevent glare. Noise generated by the proposed winery and event activities must be controlled by mitigation measures incorporated into the project under item 11 (Noise) in this initial study checklist in accordance with the standards set in the Noise Element of the General Plan.

"GOAL AR-5: *Facilitate agricultural production by allowing agriculture-related support uses, such as processing, storage, bottling, canning and packaging, and agricultural support services, to be conveniently and accessibly located in agricultural production areas when related to the primary agricultural production in the area*."

Staff Analysis: The project site is 75 acres with 42 acres of existing vineyard consisting of 32 acres planted in Chardonnay grapes and 10.5 acres in Pinot Noir grapes. The winery would process grapes grown on-site, from the local area, and from neighboring Counties. The Pinot Noir grapes are leased to another winery on a long term basis. The 32 acres of Chardonnay grapes will be processed on the site at the proposed winery. The former Chardonnay grape contracts expired by the end of the 2016 harvest. The Project Proposal Statement explains the on-site vineyard produces 250 tons of grapes. The Winery Trip Generation Form prepared by W-Trans, states approximately 720 tons of grapes would be imported to the project site from local areas in order to reach the maximum annual production capacity of 60,000 cases. This calculates to approximately 62 cases/ton, which is consistent with industry standards which range between 58 to 65 cases/ton based on grape variety and processing operations. Previous Use Permits have approved wineries that process grapes from neighboring Counties. In times of drought or other natural disasters (fire or flood), allowing importation of grapes from neighboring Counties is necessary for wineries to continue to operate.

"Objective AR-5.1: *Facilitate County agricultural production by allowing agricultural processing facilities and uses in all agricultural land use categories."*

Staff Analysis: The subject site is designated as Land Intensive Agriculture which is considered one of the primary agricultural land use designations. As discussed above, an on-site winery allows processing of grapes grown onsite, from the local area, and neighboring Counties.

"Policy AR-5a: *Provide for facilities that process agricultural products in all three agricultural land use categories only where processing supports and is proportional to agricultural production on site or in the local area*."

Staff Analysis: The growing of grapes will continue to be the primary use of the site. Grapes would be processed from the grapes grown on site, from the local area, and from neighboring counties.

"Policy AR-5c: *Permit storage, bottling, canning, and packaging facilities for agricultural products either grown or processed on site provided that these facilities are sized to accommodate, but not exceed, the needs of the growing or processing operation. Establish additional standards in the Development Code that differentiate between storage facilities directly necessary for processing, and facilities to be utilized for the storage of finished product such as case storage of bottled wine. Such standards should require an applicant to demonstrate the need for such on-site storage."*

Staff Analysis: The above policy relates to limiting the amount of finished product (case good storage) on agricultural zoned lands. The proposed project has case good storage approximately 843 square feet within the tasting room building. The winery and wine cave contain tank storage and barrel storage, respectively, for the aging of the wine which is considered a component of the processing operation. No vines will be removed to accommodate the proposed project.

The applicant expects the tasting room improvements to be completed sooner than the construction of the new winery building and wine cave. A condition will be placed on the project to require the winery building and wine cave be completed one year after the tasting rooms are in full operation to ensure the project site does not convert to stand-alone tasting rooms.

PRMD also requires that office and administration areas do not exceed 15 percent of the square footage of the winery's production and aging areas to ensure these uses are incidental to the winery. The proposed administration/office area for the entire project is 14 percent of the total winery production facility, consistent with PRMD's maximum threshold.

"Policy AR-6a": *Permit visitor serving uses in agricultural categories that promote agricultural production in the County, such as tasting rooms, sales and promotion of products grown or processed in the County, educational activities and tours, incidental sales of items related to local area agricultural products, and promotional events that support and are secondary and incidental to local agricultural production*."

Staff Analysis: Consistent with past approvals for similar projects, the events held at the winery facility would be considered agricultural promotional events. No weddings, receptions, or concerts are proposed. The purpose of the winery holding agricultural promotional events and participating in industry-wide events is to educate consumers on the wine-making process and to increase direct sales and wine club memberships for future wine purchases. Hosting on-site events is a proven marketing tool used for many wineries in a competitive market.

The majority of the site would remain planted in vineyard, no vines will be removed to accommodate the project, and the events would be limited in frequency and size to ensure they remain secondary and incidental to the on-site agricultural production and processing.

Consistent with past approvals, the proposed events would promote wine processed on the site. The LIA (Land Intensive Agriculture) zoning district allows for tasting rooms, subject to the minimum criteria of General Plan Policies AR-6d and AR-6g and approval of a Use Permit.

"Policy AR-6d: *Follow these guidelines for approval of visitor serving uses in agricultural areas*:

1. The use promotes and markets only agricultural products grown or processed in the local area."

Staff Analysis: The tasting room use will promote the wine processed on site.

"2. *The use is compatible with and secondary and incidental to agricultural production activities in the area*."

Staff Analysis: The winery and tasting rooms encompass a small portion of the overall project site and considered secondary to the primary use of the project site which is a large commercial vineyard. Of the 75 acre parcel, approximately 42 acres are currently planted in grapes, of the remaining 33 acres, new and existing development area consists of 3.75 acres using information on Table 1 below. No vines will be removed to accommodate the proposed winery building, tasting rooms, or site infrastructure. The existing 2,000 sq. ft. residence; 1,800 sq. ft. barn; 1,800 sq. ft. shed, and existing 3 ½ acre reservoir are existing permitted uses that will remain on the site. They are not part of the discretionary review or subject to CEQA.

"3. *The use will not require the extension of sewer and water*."

Staff Analysis: The use will be served by on-site septic system and water well and extension of sewer and water lines will not be required.

"4. *The use is compatible with existing uses in the area*."

Staff Analysis: There are other wineries, tasting rooms, large commercial vineyards, small family farms and residences in the project vicinity. The tasting room operating hours would be limited and agricultural promotional events are limited per year in size and frequency. Also, the use of amplified music/sound would be indoors only. Amplified sound, music, and the very loud musical instruments (such as horns, drums and cymbals) are not permitted outdoors. The quieter, non-amplified musical instruments (such as piano, stringed instruments, woodwinds, flute, etc) are allowed outdoors in the Picnic Grove, during daytime hours, when in compliance with the Adjusted Noise Element of the Sonoma County General Plan. Agricultural promotional events shall not include of weddings, receptions, or concerts, but shall consist of wine marketing events, wine pairing meals or events promoting a specific aspect of Sonoma County agriculture.

"5. *Hotels, motels, resorts, and similar lodging are not allowed*.'

Staff Analysis: The proposed project does include marketing accommodations which are not considered commercial lodging. Refer to Marketing Accommodation discussion below in the initial study.

"6. Activities that promote and market agricultural products such as tasting rooms, sales and promotion of products grown or processed in the County, educational activities and tours, incidental sales of items related to local area agricultural products are allowed."

Staff Analysis: The project includes public and private tasting rooms, retail sales, agricultural promotional events, and an industry wide event. The purpose for hosting events is to educate consumers on the wine-making process and to increase direct sales and wine club memberships for future wine purchases. Hosting on-site events is a proven marketing tool used for many wineries in a competitive market.

Determining concentration of uses is explained under General Plan Policy AR-5g which states: "*Local*

concentrations of any separate agricultural support uses, including processing, storage, bottling, canning and packaging, agricultural support services, and visitor-serving and recreational uses as provided in Policy AR-6f, even if related to surrounding agricultural activities, are detrimental to the primary use of the land for the production of food, fiber and plant materials and shall be avoided. In determining whether or not the approval of such uses would constitute a detrimental concentration of such uses, consider all the following factors:

"1. *Whether the above uses would result in joint road access conflicts, or in traffic levels that exceed the Circulation and Transit Element's objectives for level of service on a site specific and cumulative basis*."

Staff Analysis: Based on the Traffic Analysis prepared by W-Trans, and the review and acceptance of the analysis by the Sonoma County Transportation and Public Works Department (DTPW), project generated traffic would not result in road access conflicts and would not exceed the level of service established in the Circulation and Transit Element's objectives (Refer to further discussion under item 16 Traffic Impacts below in this initial study checklist).

"2. Whether the above uses would draw water from the same aquifer and be located within the zone of influence of area wells".

Staff Analysis: A groundwater availability study was prepared for the project by EBA Engineering. EBA explains the project site is located within a Class1 water area, which is identified as representing a major groundwater basin that is typically characterized by robust groundwater yields.

EBA concludes the water supply characteristics of the underlying aquifer utilized by Wells #1 and #3 are more than adequate to accommodate the water demands associated with the proposed improvements and will not result in negative impacts to local groundwater or surface water resources. This conclusion is based on the following variables:

1) The site is located within a Class 1 water area, which is identified in the Sonoma County General Plan as a major groundwater basin;
2) The underlying aquifer is comprised of alluvial deposits associated with the Russian River, which is a managed water system that ensures perennial flow throughout the year and serves as a continuous source of recharge to the aquifer;
3) Well capacity test results for Well #1 demonstrated a sustainable yield of 45 GPM while only inducing 1.5 feet of drawdown. This is indicative of a highly prolific aquifer system;
4) Based on the yield characteristics of the on-site wells, the wells will only have to pump for less than two hours (Well #1) and six minutes (Well #3) per day to accommodate the peak water flow demands; and
5) The projected radius of influence characteristics induced by the pumping operations will not encroach onto neighboring properties. In addition, the proposed water use is projected to induce no measureable changes in surface water flows in the Russian River.

Further information can be found under Item 9 (b) below in this initial study checklist.

"3. Whether the above uses would be detrimental to the rural character of the area."

Staff Analysis: The project site is 75 acres with 42 acres of existing vineyard. The proposed winery building design and architecture has been reviewed in a joint meeting by the Design Review Committee and the Sonoma County Landmarks Commission with a majority who had no objection to the proposed project design. Existing and proposed landscaping on the site will help screen the building from the public road. The winery building would be setback from Westside Road outside of the scenic corridor and the wine cave is underground and not visible. The existing hop kiln buildings on the east side will remain intact, but will be refurbished with their original architecture remaining the same. A new bridge connecting the two structures will be introduced, but as noted this bridge was once part of the original architecture connecting the uses of the two hop buildings barns. A new parking area and overflow area will be introduced on the east side with

new landscaping. This new parking areas are required to meet rural lighting standards. New landscaping will shield new asphalt and paving from Westside Road and should act to blend with the adjacent vineyard. Agricultural production appears to be the primary use of the project site. Other wineries and tasting rooms projects in the vicinity within one-half a mile of the project site are:

Table 1: Approvals in Project Vicinity (within ½ mile)

Winery Name/File Number	Location	Approved	Annual Case Production	Tasting Room/Hours	Events Yes/No
Williams-Selyem Winery PLP04-0062	7227 Westside Rd APN:110-240-024	Modification 6/2007	35,000 cases	Tasting hours 10AM -5 PM	Yes. 24 annual ag promo events w/110 max. guests per event. Four wine pick weekends/year.
Arista Winery UPE04-0113B	7014 Westside Rd APN:110-240-039	Modification 10/2012	20,000 cases	10 AM – 5 PM	Yes. 15 annual ag promo events w/200 max. guests per event
Gracianna Wines Tasting room-(stand-alone) UPE10-0021	6914 Westside Rd APN: 110-240-011	Modification 3/2014	Not applicable	10 AM – 6 PM April 1 thru November 30th each year	No
Allen Family Vineyards UPE04-0018	6575 Westside Rd APN: 110-240-006	10/2004	16,000 cases Retails sales of wine by appt only	No	No

Gracianna is a stand-alone tasting room not approved for events. Allen Family Vineyards is a winery not approved for a tasting room or events.

*Distance from subject site is measured from existing project site driveway to winery driveway using Google driving directions. ½ mile distance is consistent with recent winery projects before the BZA.

Note: There are two winery related Use Permits on the northern segment of Westside Road, PLP14-0031 denied by the Board of Zoning Adjustments in July 2017 and on appeal to the Board of Supervisors. PLP15-0052, pending approvals and more than five miles from the project site.

Zoning Ordinance:

The project site is zoned LIA (Land Intensive Agriculture). The purpose of LIA is stated as follows: "To enhance and protect lands best suited for permanent agricultural use and capable of relatively high production per acre of land; and to implement the provisions of the land intensive agriculture land use category of the General Plan and the policies of the agricultural resources element." In the LIA (Land Intensive Agriculture) zoning district, Section 26-04-010(g); allows for processing and preparation of agricultural products. And, Section 26-04-010 (f); allows for:

"Tasting rooms and other temporary, seasonal or year-round sales and promotion of agricultural products

grown or processed in the county subject to the minimum criteria of general plan Policies AR-6d and AR-6g. This subsection shall not be interpreted so as to require a use permit for uses allowed by Section 26-04-010(g)";

Staff analysis: The County has historically found tasting rooms and agricultural promotional events consistent with the agricultural zoning districts, including the LIA zoning district, if the events promote agricultural products grown or processed on the site. In addition, such events can be found compatible with surrounding agricultural activities if the hours, size, and frequency of the events are limited and if there are no substantial noise or traffic impacts as a result of the activities. The project site is located directly off of Westside Road, a County maintained roadway. According to the Traffic Impact Study prepared by W-Trans, the traffic generated by the project would not cause traffic concerns. According to the project engineer, Adobe & Associates, a clear line of sight shall be provided on the west side of Westside Road by trimming trees and terracing/lowering the northwest hillside on the applicants' property along the frontage. In terms of noise, mitigation measures have been incorporated into the project. The tasting room operating hours would be limited and agricultural promotional events are limited per year in frequency, size, and hours. Also, the use of amplified music would be indoors only. Amplified sound, music, and the very loud musical instruments (such as horns, drums and cymbals) are not permitted outdoors. The quieter, non-amplified musical instruments (such as piano, stringed instruments, woodwinds, flute, etc) are allowed outdoors in the Picnic Grove, during daytime hours, when in compliance with the Adjusted Noise Element of the Sonoma County General Plan. Agricultural promotional events shall consist of wine marketing events, wine pairing meals or events promoting a specific aspect of Sonoma County agriculture. The project does not include weddings, receptions, or concerts.

Marketing Accommodations:

The request includes two guest room marketing accommodations. The request for marketing accommodations are consistent with the following Zoning Code section (26-04-020.j):

"1. The use promotes or markets agricultural products grown or processed on the site."

Analysis: The marketing accommodations will provide overnight accommodations for private guests of the winery in conjunction with promoting and marketing the wine processed on the site.

"2. The scale of the use is appropriate to the production and/or processing use on the site."

Staff Analysis: An existing building (hop bale barn) would be used by converting the upper floor to the two guest room marketing accommodations. The existing 2,300 square foot structure would continue to be subordinate to the large commercial vineyard and winery operations.

"3. The use complies with General Plan Policies AR-6d and AR-6f."

Staff Analysis: The above responses regarding tasting room compliance to General Plan Policy AR-6d and AR-6f are applicable to marketing accommodations.

"4. No commercial use of private guest accommodations is allowed."

Staff Analysis: The project description states no public use of the marketing accommodations would be allowed and mitigation requires no reimbursement of any kind is allowed for the units.

"5. Any such use on a parcel under a Land Conservation contract must be consistent with Government Code Section 51200 et seq. (the Williamson Act) and local rules and regulations."

Staff analysis: The property is subject to a Land Conservation Act (Williamson Act) contract. The marketing

accommodations contain two guest bedrooms with full bathrooms located on the upper floor of the private tasting room building (Hop Bale Barn). Marketing accommodations are an allowed use under Rule 8.3 (B)-(2) of the local Uniform Rules for Agricultural Preserves. The request for marketing accommodations is consistent with prior approved marketing accommodations as the following wineries through approved Use Permits:

Silver Oak Winery: A residence used for three marketing accommodations, expansion of an existing winery facility to 120,000 cases, a maximum of 25 agricultural promotional event days per year with a range of 50 to 200 guests, and one event day per year with a maximum of 1,000 guests with a limited term of five years is permitted, PLP14-0004; 7370 Highway 128, Healdsburg.

David Coffaro Winery: One marketing accommodation attached to a wine storage building, maximum annual production capacity of 7,000 per year, UPE94-931 & UPE99-0031; 7485 Dry Creek Rd., Geyserville, APN 139-130-031.

Lambert Bridge Winery: Two detached marketing accommodations, maximum annual production capacity of 30,000 per year, UPE02-0063; 4085 W. Dry Creek Rd., Healdsburg, APN 090-130-022.

Silver Oaks Cellars: Three marketing accommodations attached to the winery, maximum annual production capacity of 65,000 per year, UPE93-0070; 24625 Chianti Rd, Geyserville, APN 118-070-012.

Jordan Vineyard and Winery: Two marketing accommodations attached to the winery, maximum annual production capacity of 250,000 per year, PLP00-0034; 1474 Alexander Valley Rd., Healdsburg, APN 091-030-043.

Hartford Family Winery: Three marketing accommodations attached to the tasting room, maximum annual production capacity of 60,000 per year, UPE00-0122; 8075 Martinelli Rd., Forestville, APN 083-200-053.

Palm Drive Vineyards/Scribe Winery: Four marketing accommodations attached to the tasting room, maximum annual production capacity of 150,000 per year, PLP09-0010; 2300 Napa Rd., Sonoma, APN 126-101-034.

Agricultural Promotional Events:

The request is consistent in scale with other projects, especially due to the large production.
Currently, the Zoning Ordinance does not limit the number of agricultural promotional events allowed on agricultural zoned parcels. Using the Winery Database prepared by PRMD staff, the average number of approved events at wineries in Sonoma County is 20 and the average number of guests per an event is 50.

The County has approved similar projects where it was found that the agricultural promotional events, if limited in frequency, size, and hours, are compatible with the agricultural zoned land because such events are a marketing tool to insure the long term viability of wine sales and promote the long-term viability of agriculture in the county. Here, the specific circumstances with this particular application include a determination that the project would not have traffic impacts, change the level of service, or create traffic hazards with mitigations to meet sight distance standards, or cause a drawdown of wells in the area. Mitigation measures have been incorporated into the project to reduce potential exterior lighting under item 1 (Aesthetics), reduce potential noise impacts under item 11 (Noise), and reduce potential impacts under item 16 (Traffic hazard) impacts in this initial study checklist.

Staff Analysis:
PRMD requires that office and administration areas not exceed 15 percent of the square footage of the winery's production, storage and tasting areas. The proposed administration area for the proposed project is at 14 percent of the total winery facility (refer to Sheet A1.13).

Land Conservation Contract:

The project site is under a prime Land Conservation Contract (Williamson Act contract) recorded in 2007 (Ag. Preserve 1-397; OR# 2007-037936). In order to comply with the contract, land must meet the following standards of the Sonoma County Uniform Rules:

1) The land must be devoted to an agricultural or open space use as defined in the Williamson Act. The County has required at least 50% of the land be devoted to agriculture or open space use to meet this standard.

Staff Analysis: The project site is 75 acres with 42 acres planted in vineyard. The property meets the 50% threshold. Since the mid-1800s this property has been in agriculture: fruit orchards, hops, and now grapes. In 1988, this property operated as a pumpkin patch and farm store until 2000. Wine grapes were planted in 1990 and the vineyard currently produces approximately 250 tons of grapes annually.

2) The land must have a minimum parcel size of 10 acres for a Type 1 or 40 acres for a Type 2 contract.

Staff Analysis – The property is 75 acres and under a prime (Type I) contract.

3) Compatible uses may be permitted provided that they are incidental to the primary use of the land for agriculture, listed in the County's Uniform Rules for Agricultural Preserves and meet the criteria for compatibility.

Staff Analysis – Under the Uniform Rules, the following are listed as compatible uses: winery, tasting rooms, including the marketing accommodations, and the existing primary residence to remain on the project site. Under the Uniform Rules, the existing barn, existing storage shed/canopy, and existing reservoir, used for the vineyard irrigation, are considered accessory agricultural structures under Rule B.8 and B.9, respectively. Incidental has been defined by the County to mean compatible uses may collectively occupy no more than 15 percent of the land area or five acres whichever is less.

Table 1: Square footage of surfaced area – 7097 Westside Road

	Square Footage	
Structure	**Existing Surface**	**New Surface**
Entrance Roadway (west)	7,660 (gravel)	
Roadway to winery and parking (west)		31,190
Winery Building (west)		19,100
Wine caves (west)		21,250
Entrance roadway (east)	5,595 (gravel)	2,735
Parking and building access (east)		
Chipseal		10,660
gravel	30,360	13,245
Hop kiln (2 structures)	2,930	190
Baling barn	2,090	20

Concrete walkways		920
Total	48,635	**99,310**

For the 75 acres parcel size, the 5 acre threshold would apply. Of the 75 acre parcel, approximately 42 acres are currently planted in grapes, of the remaining 33 acres, the total area consists of 3.40 acres for existing and new development area (147,945 square feet), using information on Table 1 above. The existing primary residence and area consists of approximately .35 acres. In total, the compatible uses comprise of 3.75 acres of the 75 acre parcel, meeting the threshold. No vines will be removed to accommodate the proposed project. The winery, tasting rooms, existing residence and the related infrastructure and improvements encompass approximately a small portion, approximately 5%, of the overall project site and considered secondary to the primary use of the project site which will remain a large commercial vineyard. The majority of the project site will remain in agricultural production.

"Compatible Use" is defined as any use determined by the county or city administering the preserve pursuant to sections 51231, 51238 or 51238.1 or by this act to be compatible with the agricultural, recreational, or open space use of land within the preserve and subject to contract. In addition, Section 51220.5 states that "cities and counties shall determine the types of uses to be deemed compatible in a manner which recognizes that a permanent or temporary population increase hinders or impairs agricultural operations."

The County's Uniform Rules list agricultural promotional events as a "compatible use" for land under an agricultural contract under the following circumstances:

- When directly related to agricultural education or the promotion or sale of agricultural commodities and products produced on the contracted land, and,
- Events last no longer than two consecutive days and do not provide overnight accommodations, and,
- No permanent structure dedicated to events is constructed or maintained on the contracted land.

The proposed events are considered agricultural promotional events according to the current County interpretation and broken down into two categories by the applicant:

- Agricultural Promotional marketing events, include the wine club dinners, food and wine pairing, wine releases, barrel tasting.
- Industry-wide events

Staff Analysis: Events would not last longer than two consecutive days. No lodging is provided, except for marketing accommodations which are for private guests of the winery without any exchange of monetary compensation. No permanent structures just devoted to event-use would be constructed as part of the project. The agricultural promotional events and industry-wide events would take place inside the public and private tasting rooms or in the Walnut Grove.

The project must also be found consistent with the state law of the Land Conservation Act (Williamson Act). The following analysis addresses the findings required by the applicable Sections of the Land Conservation Act.

Section 51201 (e) of the Land Conservation Act defines "Compatible Use" as any use determined by the county or city administering the preserve pursuant to sections 51231, 51238 or 51238.1 or by the Act to be compatible with the agricultural, recreational, or open space use of land within the preserve and subject to contract. In addition, Section 51220.5 states that "cities and counties shall determine the types of uses to be deemed compatible in a manner which recognizes that a permanent or temporary population increase hinders or impairs agricultural operations."

Staff Analysis: Consistent with Section 51220.5, the County's Uniform Rules consider agricultural promotional

events and industry-wide events compatible uses in association with an on-site agricultural use because they are a marketing tool for sales of an agricultural product and promote the long-term viability of agriculture within the county. Events require a Use Permit which limit the frequency and size (# of guests) of events, limit hours, and incorporate conditions into the Use Permit to prevent conflicts with on-site and surrounding agricultural operations.

Section 51238.1 of the Williamson Act states, "Uses approved on contracted lands shall be consistent with all of the following principles of compatibility:

(1) The use will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel or parcels or on other contracted lands in agricultural preserves.

(2) The use will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted land in agricultural preserves.

(3) The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use.

Staff analysis: The proposed use is a winery to process grapes grown on the site and from the local area. No vines would be removed to accommodate the project development. The agricultural promotional events or industry wide events do not compromise agricultural capability because they are marketing tools to help sell wine produced on site and ensure the long term viability of the vineyard and winery. The proposed agricultural promotional events are limited in frequency and size and held in the afternoon and evening hours and would not conflict with a majority of the on-site agricultural activities which occur in the early morning hours. To the north of the proposed project site there are two parcels and to the south is one parcel under Land Conservation Act contracts. These are also commercial vineyard properties along Westside Road. Adjacent to the project site are four parcels also planted in vineyard and under a Land Conservation Act contract.

In summary the LIA General Plan and Zoning designations and the Uniform Rules for Land Conservation Act contracts allows for wineries and tasting rooms. The scale and location of the proposed winery and tasting facility are consistent with applicable General Plan Agricultural Resource Element objectives and policies, specifically Objective AR-1.2: Permit marketing of products grown and/or processed in Sonoma County in all areas designated for agricultural use. The proposed project does not conflict with existing zoning for agricultural use, or Land Conservation Act contract (Williamson Act Contract) with mitigation incorporated into the project below:.

Mitigation Measure 2.b: The two guest room marketing accommodations located on the upper floor of the private tasting room (hop bale barn) shall not be used for commercial purposes, including, but not limited to, transient occupancy, vacation rental, hosted vacation rental, or farm stay; and a form of monetary compensation shall not be accepted or exchanged. The marketing accommodations are limited to use by private guests of the winery operator or the winery owners.

Mitigation Monitoring 2.b.: If the Permit and Resource Management Department receives a complaint that the marketing accommodations are being used for occupancy beyond private guests of the winery operator or the winery owners, PRMD staff shall investigate the complaint and if the condition is violated the Use Permit may be subject to modification or revocation.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact

Section 4526) or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)?				X
Comment: **2.c. No Impact:** The project site is zoned Land Intensive Agriculture (LIA) and is not located in a zoning district which is intended for forest land protection or timberland production. The project would not cause the rezoning of this or any other property currently in forestland protection or timberland production zoning.				
Mitigation: None required				
d) Result in the loss of forest land or conversion of forest land to non-forest use?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
Comment: **2.d No Impact:** The project will not convert existing forestland to a non-forest use.				
Mitigation: None required				
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland, to non-agricultural use or conversion of forest land to non-forest use?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
Comment: **2.e No Impact:** The project does not involve other changes in the environment that could result in conversion of farmland to non-agricultural use or forest land to non-forest use.				
Mitigation: None required				

3. AIR QUALITY – Would the project

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

a) Conflict with or obstruct implementation of the applicable air quality plan?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact

			X	

Comment:
3. a. Less than Significant: The project is within the jurisdiction of the Northern Sonoma County Air Pollution Control District (NSCAPCD). The NSCAPCD does not have an adopted air quality plan because they are in attainment for all federal and state criteria pollutants, although the District occasionally exceeds state standards for PM10. It is anticipated that the proposed new winery including the tasting room would have a total of 15 employees, each generating an average of three trips per day. Truck traffic associated with winery operations is expected to consist of five trips per day, on average. An average of 52 visitors per day is expected for tasting, generating 42 trips daily assuming average vehicle occupancy of 2.5 visitors per vehicle. The proposed project is anticipated to generate an average of 92 vehicle trips per day.

The project also includes provisions for a total of 22 agricultural promotional events (including 10 events with 30 guests in attendance, five 60-guest catered events, five 120-guest events) and two industry wide events with 300-person event would require a staff of 14. Using an occupancy of 2.5 vehicles per guests and solo occupancy for staff, a maximum sized event would be expected to generate 254 trip ends at the driveway, including 127 inbound trips at the start of the event and 127 outbound trips upon conclusion. The project proposal statement and traffic study prepared for the proposed project states that in 1988 Westside Farms, the previous use of this site, operated as a diversified agricultural operation with a pumpkin patch and farm store with hay rides starting in 1989. Initially, during the mid-1990's Westside Farms was open five to six days each week from May through November. After that they were open to the public seven days a week during the month of October. Weekdays were focused on school groups totaling 200-400 children plus parents arriving in school buses and car pools, with an additional 100-200 children arriving after school. Weekends would see 300 to 1000 cars arriving over the course of a day with 400-600 maximum people on site at any one time. At any given moment, 200-300 cars might have been parked on site. In 1990, wine grapes were planted. The vineyard currently produces approximately 250 tons of grapes annually. Westside Farms transferred ownership in 2012. The traffic engineer from W-Trans opines in the traffic study the prior use generated substantially more event traffic during the month of October than the currently proposed project will generate over the course of an entire year.

Given the conclusions of the project traffic study (estimated to be an average 92 trips per day, and 254 event trip ends on a peak day) relative to the screening criteria, ozone precursor emissions would be less than significant. (See Transportation section of this Initial Study).

Mitigation: None required

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X		

Comment:
3.b Less than Significant with Mitigation Incorporated: State and federal standards have been established for "criteria pollutants": ozone, carbon monoxide, sulfur dioxide and particulates (PM10 and PM2.5). The pollutants NOx (nitrogen oxides) and hydrocarbons form ozone in the atmosphere in the presence of sunlight. Significance thresholds for ozone precursors, carbon monoxide and particulates have been established by the Bay Area Air Quality Management

District (BAAQMD).

The principal source of ozone precursors is vehicle emissions, although stationary internal combustion engines must also be considered. BAAQMD generally does not recommend detailed NOx and hydrocarbon air quality analysis for projects generating less than 2,000 vehicle trips per day. Given the low traffic generation of the project (estimated to be an average 26 net trips per day, and 48 net trips on a peak day) relative to the screening criteria, ozone precursor emissions would be less than significant.

Detailed air quality analysis for carbon monoxide is generally not recommended unless a project would generate 10,000 or more vehicle trips a day, or contribute more than 100 vehicles per hour to intersections operating at LOS D, E or F with project traffic. This project would not generate 10,000 or more vehicle trips per day and based on the information in the Traffic Study prepared by W-Trans, Westside Road is not operating at a level of service of LOS D, E, or F even with project traffic. Wood smoke from fireplaces and wood stoves are sources of pollutants receiving increasing scrutiny and generating numerous complaints to local air districts. Although constituting a very small percentage of the total PM10 emissions on an annual basis, wood smoke is a major contributor to reduced visibility and reduced air quality on winter evenings in both urban and rural areas. Sonoma County building regulations restrict fireplaces to natural gas fireplaces, pellet stoves and EPA-Certified wood burning fireplaces or stoves. With the restriction on fireplace design, this would be a less than significant impact.

Though the project may require limited grading for the establishment of the parking area(s), the project will generate temporary, minor amounts of dust (which includes PM10) during project construction. PM10 is a criteria pollutant that is closely monitored under the BAAQMD air quality plan. The BAAQMD requires projects to prevent construction-related emissions of dust through the implementation of best management practices (BMPs), which will be required by Sonoma County as conditions of approval as part of its standard plan review and permitting procedures. To ensure emissions of construction-related dust would be less than significant, the following dust control mitigation measure has been incorporated into the project:

Mitigation Measure 3.b.: NOTE ON ALL GRADING, BUILDING, AND IMPROVEMENT PLANS:

"The Permit Holder shall be responsible for controlling dust and debris during all construction phases. Consistent with BAAQMD guidance, the following measures shall be implemented by the permit holder on the project site during the construction period:

a. Water all active construction areas at least twice daily

b. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.

c. Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites.

d. Sweep daily (preferably with water sweepers) all paved access roads, parking areas and staging areas at construction sites.

e. Hydro-seed or apply (non-toxic) soil stabilizers to inactive construction areas.

f. Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles dirt, sand, etc.

g. Limit traffic speeds on unpaved access roads to 15 mph.

h. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.

i. Replant vegetation and ground cover in disturbed areas as quickly as possible. The Permit Holder shall be responsible for controlling dust and debris during all construction phases."

Mitigation Monitoring 3.b. If dust complaints are received, PRMD staff shall conduct an on-site investigation. If it's determined by PRMD staff that complaints are warranted, the Permit Holder shall implement greater or additional dust control measures as determined by PRMD or PRMD may issue a stop work order.

c) Result in a cumulatively considerable net increate of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X		

Comment:
3.c. Less than Significant with Mitigation Incorporated: (Refer to discussion and mitigation measures in item 3 b. above). The Bay Area is a non-attainment area for ozone and PM10 (fine particulate matter). The project will not have a cumulative effect on ozone because it will not generate traffic which would result in significant new emissions of ozone precursors (hydrocarbons and Nox). (See response to 3(b) above). The project will have no long-term effect on PM10, because all surfaces will be paved or landscaped, and dust generation will be insignificant. However, there could be a significant short-term emission of dust (which would include PM10) during construction. These emissions could be significant at the project level, and would also contribute to a cumulative impact. The impact could be reduced to less than significant by including dust control measures as described in response to item 3(b) above.

Mitigation: Refer to mitigation measure as listed under item 3(b) above

d) Expose sensitive receptors to substantial pollutant concentrations?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:
3.d Less than Significant Impact. There are sensitive receptors in the general project vicinity, consisting of single family residences located south of the project site. However, the project will not generate substantial long-term pollutant concentrations, and mitigation has been included above (under item 3.b.) to address any short-term potential impacts related to dust generation during construction and management of grape pomace (under item 3.e below). The vineyard operations and dust generated by the vineyard operations is not subject to CEQA.

Mitigation: Refer to mitigation measure as listed under item 3(b) above

e) Create objectionable odors affecting a substantial number of people?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:
3.e. Less than Significant Impact: See discussion above under item 3(d). Construction will be limited to the removal of two on-site residential structures, the construction of a new 23,000 sq. ft. winery building with associated caves, the refurbishing of two hop kiln structures and associated grading and parking and landscaping improvements. Construction equipment may generate odors during project construction. The impact would be limited in duration (construction only) and would be located a considerable distance from land uses that accommodate substantial number of people. The applicant will be required to secure both demolition and grading permits from PRMD, which will contain provisions for dust control as part of the permit issuance.

In addition, wineries seasonally generate odors associated with the crushing and fermenting of fruit. These odors are relatively short-term and mild. Local Air Board's typically receive complaints about winery odors only when grape residues (pomace) is burned. However, the processing of grapes requires the long-term management of grape residues. The applicant intends to disc the grape pomace back into the soil on all his parcels. To reduce potential odor impacts caused by grape residue to a less-than significant level, the following standard condition has been incorporated into the project as follows:

Mitigation Measure 3.e. If pomace is to be disposed of, it shall be disposed of in a manner that does not create a discharge to surface water, or create nuisance odor conditions, or attract nuisance insects or animals, according to the following priority:

1. Pomace shall be composted and land applied, or land applied and disced into the soil on vineyards or agricultural land owned or controlled by the applicant.

2. Pomace shall be sold, traded or donated to willing soil amendment or composting companies that prepare organic material for use in land application.

3. Pomace shall be transported to any County's composting facility in a fashion that allows the pomace to be used by the County's composting program.

Pomace shall not be disposed of into the County solid waste landfill by direct burial, except where all possibilities to dispose according to priorities 1 through 3 above have been exhausted. In all cases, care shall be taken to prevent contamination of pomace by petroleum products, heavy metals, pesticides or any other material that renders pomace unsuitable for composting with subsequent land application. Land application, placement of pomace into a composting facility or disposal shall occur within two weeks of the end of wine grape crush.

Mitigation Monitoring 3.e. If the Permit and Resource Management Department receives complaints regarding objectionable odors from pomace stockpiling and/or disposal, PRMD staff would investigate the complaint and if the condition is violated the use permit may be subject to modification.

With implementation of the foregoing standard condition, project impacts associated with the creation of objectionable odors would be less than significant.

4. BIOLOGICAL RESOURCES - Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X		

Comment;

4.a. Less than Significant Impact with Mitigation Incorporated: The proposed project includes a new winery and wine caves on the west side of Westside Road, and on the east side of Westside Road will involve the re-purposing/refurbishing of the existing 1949 hop kiln into a tasting room and the refurbishing of the 1949 baling barn into a marketing facility, including the construction of additional parking, driveways and the enlarging of the existing driveways in order to meet fire safe standards. The proposal also includes 24 agricultural promotional events with a range of guests (10 events and 30 guests, 5 events with 60 guests, 5 events with 120 guests, and 2 events with 300 guests) and participation in industry-wide events totaling two day events with a maximum of 300 guests. There are no weddings planned nor will the facility be rented out to third parties. Of the 75 acre parcel, approximately 42 acres are currently planted in grapes, of the remaining 33 acres, 3.47 (150,942 sq. ft.) are proposed for development.

A Habitat Assessment, dated June 24, 2014, prepared by Wildlife Research Associates and Jane Valerius Environmental Consulting in response to the proposed project. According to the Habitat Assessment, three vegetation community types occur within the project area: Quercus agrifolia woodland alliance or coast-live oak woodland; ruderal non-native grassland; and landscaped areas. The majority of the parcel consists of existing vineyards adjacent to the project area, but they are not part of the proposed project development, nor is a grove of Northern California black walnut trees, which is located in the eastern portion of the property near the Russian River. No development is proposed for the black walnut grove other than the placement of some picnic tables which would not impact the trees or the non-native grassland understory. A pond is located on the west side of the property (west side of Westside Road) and is within the property boundary, but will not be impacted by development. The pond does support some willow, and other riparian vegetation.

The Habitat Assessment evaluated the potential for occurrence of 58 special-status plant species, and 26 special-status wildlife species. Surveys for special status plants were conducted on April 28 and May 12, 2014, which covered the flowering period for all of the special status plants that have potential to occur within the project area based on the presence of potential habitat. Relative to the plant species those species that occur in freshwater marshes and swamps, riparian scrub, broadleaf upland forest, chaparral, cismontane woodland, closed-cone coniferous forest, vernal pools, bogs and fens, coast scrub, meadows and seeps, North Coast coniferous forest, coastal prairie, coastal bluff scrub or plants that occur on serpentine or other substrates not occurring within the project area were considered to not have the potential to occur. Species

associated with valley and foothill grassland could potentially occur on the site, but none of these species were observed during surveys in April and May, the appropriate times for special status plant surveys. The property on the east side of the Westside Road was previously a pumpkin patch and a farm store starting in 1990 and then became vineyards. The property on the west side has been a residence with landscaped yard and garden. The grassland communities in the project area are highly disturbed and dominated by weedy, non-native species. The assessment concluded that no special-status plants are likely to occur within the proposed project area and none were observed.

According to the habitat assessment, of the 20 special-status animal species identified as potentially occurring in the project vicinity, including within a 3 mile radius, several additional species were evaluated for their potential to occur within the study area based on review of California Natural Diversity Database, the "Special Animals" lists on the California Department of Fish and Wildlife, and the habitat present of the project site. Appendix C of the Habitat Assessment lists the 26 species evaluated by the biologist. Several species were evaluated for their high potential to occur at the project site, including the California red-legged frog, Western pond turtle, Foothill yellow-legged frog, Nestling Passerines, Nestling Raptors and roosting bats.

Western Pond Turtle
Although no western pond turtle was observed in the reservoir at the time of the 2014 survey, or subsequent surveys in 2015 and 2016, there is suitable aquatic habitat present that may be occupied in the future. The surrounding unplanted areas may be suitable habitat for upland nesting habitat in the future. To protect the western pond turtle and its habitat, buffer zones around the existing reservoir have been incorporated into the project as mitigation measures (refer below).

Surveys for wildlife were also conducted and the exterior surfaces and grounds, the interior surfaces of all buildings on the east side proposed for removal and/or refurbishment were surveyed for signs of past or present use by bats. All interior building spaces were examined, including the attic spaces. The project site was also examined for suitable bird nesting habitat.

The assessment found that several passerine (perching birds) species were observed on site, such as the California towhee and scrub jays, build stick nests in trees and shrubs, while others, such as the white-breasted nuthatch and chestnut backed chickadee, nest in tree cavities. Disturbance during nesting season (February 15 to August 15) may result in potential nest abandonment and mortality of young, which is considered a "take of an individual. However, many of these species observed on site were fledged juveniles from the current year, which means that nesting season had concluded in the project area. However, the assessment outlines the several mitigation measures that should be adhered to in order to avoid impacts to passerines and raptors that may potentially nest in the trees.

Relative to mammals, the assessment found that the renovation of buildings may cause direct mortality of roosting bats that use the structures, if the structures are removed during seasonal periods on inactivity (maternity season or winter), or without first conducting humane bat eviction or partial dismantling under supervision of a qualified bat biologist experienced with bats using man made roosts. All existing structures were investigated for the presence of bats:

Table 3: Structures Proposed for Renovation and their Potential Suitability for Roosting Bats

Structure	Site Location	Type of Roost	Signs Observed
Large baling barn	East (southern portion)	Maternity Day Roost – loft and lower floor Night Roost – loft and lower floor	Large amounts of fecal pellets widely distributed throughout lower floor areas, lower floor loft, and loft above. Large numbers (ca. 200) *Myotis yumanensis* roosting in frame gaps of wood hop cars and ca. 50 *Tadarida brasiliensis* at roof ridge beams. Appears to be a long-term maternity day roost.
Hop Barn (southern)	East (central portion)	Day Roost, possibly maternity – roof rafters and skip-sheathing gaps Night Roost – open areas in upper and lower floors	No bats observed during assessment, but small crevices could hid bat, probably *Myotis yumanensis* or other small *Myotis* species. Moderate amounts of bat fecal pellets on loft floor and lower floor ground.
Hop Barn (northern)	East (central portion)	Day Roost, possibly maternity – roof rafters and skip-sheathing gaps Night Roost – open areas in upper and lower floors	No bats observed during assessment, but small crevices could hid bat, probably *Myotis yumanensis* or other small *Myotis* species. Moderate amounts of bat fecal pellets on loft floor and lower floor ground.
Small farm house	East (central portion)	Maternity Day Roost – roof soffit, rafters Night Roost – while raising pups	Observed ca. 10 *Myotis yumanensis* roosting in enclosed soffit, more likely present but not visible.
Chicken shed	East (south portion)	None	None
Pump storage barn	East (central portion)	None	None

Mitigation measures are provided to address roosting bats. Adherence to the prescribed mitigation measures for birds and mammals will reduce the impacts to such to less than significant.

On the east side of the property is a grove of Northern California black walnut trees adjacent to the Russian River. The biologist explains that black walnut trees are not truly endemic or native which means they do not qualify as special status. The project proposal explains that outdoor events will be held under the grove on a seasonal basis and picnic tables will be placed in this area. The biologist concludes the proposed uses would not have an adverse impact upon the grove.

The site's base zoning district is (LIA) Land Intensive Agriculture District, where its purpose is to enhance and protect lands best suited for permanent agricultural uses and capable of relatively high production per acre of land; and to implement the provisions of the land intensive agriculture land use category of the General Plan and the policies of the Agricultural Resources Element. The site also contains an (RC) Riparian Corridor Combining Zone, to protect riparian ecological functions; (VOH) Valley Oak Habitat Combing District Combining District, for the purpose of protecting and enhancing valley oaks and valley oak woodlands; and a Floodplain (F1) and (F2) Combing Districts, for the purpose of providing protection from hazards and damage which may

result from flood waters. As noted above, drainages were identified on site, but based on the design of the project, these will be avoided.

Mitigation Measure 4.a. 1. NOTE ON ALL GRADING, BUILDING, AND IMPROVEMENT PLANS**:** "To avoid or minimize potential impacts to passerines and raptors that may potentially nest in the trees**,** the following requirements shall be implemented during all stages of project development and construction:

1. Grading or removal of nesting trees should be conducted outside the nesting seasons, which occurs between approximately February 15 and August 15.

2. If grading between August 15 and February 15 is infeasible and groundbreaking must occur within the nesting season, a pre-construction nesting bird (both passerine and raptor) survey of the grasslands and adjacent trees shall be performed by a qualified biologist within 7 days of ground breaking. If no nesting birds are observed no further action is required and grading shall occur within one week of the survey to prevent "take" of individual birds that could begin nesting after the survey.

3. If active bird nests (either passerine and/or raptor) are observed during the pre-construction survey, a disturbance free buffer zone shall be established around the nest trees until the young have fledged, as determined by a qualified biologist.

4. The radius of the required buffer zone can vary depending on species, (i.e., 75-100 feet for passerines and 200-300 feet for raptors), with the dimensions of any required buffer zones to be determined by a qualified biologist in consultation with CDFW.

5. To delineate the buffer zones around a nesting tree, orange construction fencing shall be placed at the specified radius from the base of the tree within which no machinery or workers shall intrude.

6. After protective construction fencing is in place around the buffer zones, there will be no restrictions on grading or construction activities outside the prescribed buffer zones."

Mitigation Monitoring 4.a.1: PRMD staff shall ensure that the above mitigation measures are listed on all grading, building and improvement plans, prior to issuance of grading or building permits. Failure by the applicant to comply with the above requirements may result in a revocation or modification of the Use Permit.

Mitigation Measure 4.a. 2.: NOTE ON ALL GRADING, BUILDING, AND IMPROVEMENT PLANS**:** "To prevent direct mortality of bats that may roost in tree cavities, crevices, exfoliating bark, or foliage of the trees identified on the site, the following requirements shall be implemented during all stages of project development and construction:

1. Potential habitat trees shall be removed only between approximately March 1 or when evening temperatures are above 45° F and rainfall less than ½ " in 24 hours occurs, and April 15, prior to parturition of pups. The next acceptable period is after pups become self-sufficient (September 1 through October 15), or prior to evening temperatures dropping below 45°F and onset of rainfall greater than ½" in 24 hours.

2. Tree removal shall be conducted using a two-stage process over two consecutive days. With this method, small branches and small limbs containing no cavity or crevice or exfoliating bark habitat on habitat trees, as identified by a qualified bat biologist are removed first on day 1, using chainsaws only (no dozers, backhoes, etc.). The following

day (Day 2), the remainder of the tree is to be removed. The disturbance caused by chainsaw noise and vibrations, coupled with physical alteration, has the effect of causing colonial bat species to abandon the roost tree after nightly emergence for foraging. Removing the tree the next day prevents re-habitation and re-occupation of the altered tree.

3. Trees containing suitable potential habitat must be trimmed with chainsaws on Day 1 under initial field supervision by a qualified bat expert to ensure that the tree cutters fully understand the process, and avoid incorrectly cutting potential habitat features or trees. After tree cutters have received sufficient instruction.

4. All other vegetation other than trees within the Limit of Work should be removed prior to tree removal, according to the dates provided above. If vegetation must be removed outside those dates, a 50-ft buffer around each habitat tree should be observed to reduce likelihood of abandonment of the roost and young.

5. If non-habitat trees must be removed outside seasonal periods of bat activity as described above, a 50-ft. buffer around each habitat tree shall be observed to reduce likelihood of abandonment of the roost and young.

6. In order to minimize potential take of solitary bats, tree removal should begin with small trees and vegetation on the site, followed by smaller trees in each location where trees are to be removed. Only chainsaws should be used, to create a noise disturbance that will be sufficient to cause roosting individual to abandon the site.

Mitigation Monitoring 4.a.2: PRMD staff shall ensure that the above mitigation measures are listed on all grading, building and improvement plans, prior to issuance of grading or building permits. Failure by the applicant to comply with the above requirements may result in a revocation or modification of the Use Permit.

Mitigation Measure 4.a. 3.: NOTE ON ALL GRADING, BUILDING, AND IMPROVEMENT PLANS**: "**To prevent direct mortality of bats that may roost in structures on the site, the following requirements shall be implemented during all stages of project development and construction:

A. Large Barn: Under direct supervision of a qualified bat biologist, and only during "seasonal periods of bat activity", conduct partial dismantling of portions of the exterior siding and roofing materials to increase light and airflow into structure, causing bats to abandon the structure of their own volition. All walls will require some removal of siding material to accomplish this, but the upper loft will also require supplemental lights aimed up from the floor directly beneath the hop cars to cause bats to abandon the roost crevices.

   "Seasonal periods of bat activity" are identified as:

   1. Between March 1 (or when heavy rains [greater than ½" in 24 hrs.] cease and/or evening temperatures remain above 45F) and April 15 (after which time females will begin to give birth to pups.

   2. Between September 1 (after all pups are self-sufficient) and approximately October 15 (or before heavy rains [greater than ½" in 24 hrs.] begin and/or evening temperatures fall below 45F)

B. South Hop Barn: Under direct supervision of a qualified bat biologist, and only during

seasonal periods of bat activity, conduct partial dismantling of portions of exterior siding and roofing materials to increase light and airflow into structure, causing bats to abandon the structure of their own volition. All walls will require some removal of siding material to accomplish this. Refer to mitigation above to identify the seasonal periods of bat activity.

C. North Hop Barn: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity, conduct partial dismantling of portions of exterior siding and roofing material to increase light and airflow into the structure, causing bats to abandon the structure of their own volition. All walls will require some removal of siding material to accomplish this. Refer to mitigation above to identify the seasonal periods of bat activity.

D. Residence: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity, conduct partial dismantling of portions of exterior siding and roofing materials to increase light and airflow into the structure, causing the bats to abandon the structure of their own volition. All walls and portions of the soffit boards will require some removal of material to accomplish this. Refer to mitigation above to identify the seasonal periods of bat activity.

E. Chicken Shed: No further actions are required to prevent the use by bats or take of roosting bats.

F. Pump/Storage Barn: To reduce the likelihood of this building being used by bats abandoning the larger structures, all doors should be left open during the day and night hours. No further actions are required."

Mitigation Monitoring 4.a.3: PRMD staff shall ensure that the measures are listed on all grading, building and improvement plans, prior to issuance of grading or building permits. Failure by the applicant to comply with the above requirements may result in a revocation or modification of the Use Permit.

Mitigation Measure 4.a.4: To protect the potential presence of the western pond turtle and its habitat, the following terms are recommended:

To protect the potential habitat for the western pond turtle, the following terms are recommended:

a. Establish and maintain a minimum 50-foot wide setback around the reservoir prior to any ground disturbing activities or project construction. Except for the exclusions stated herein, no activities shall occur within the setback area. Excluded from the setback area required by this term are any features, and access to such features, that are currently in existence and are delineated on the proposed development map. Features are defined as including but not limited to: cropland and planted landscape areas, roads and roadways, bridges, equipment and material storage areas, buildings, structures, fences, wells, pipes, drainage facilities, utility lines and poles, pumps, sumps, and water diversion and storage facilities. Planting and irrigation of riparian vegetation within the setback area is allowed;
b. A qualified biologist shall conduct a pre-construction survey for western pond turtle, in those areas not already paved or graveled. If pond turtle is observed in the proposed construction area, the biologist shall notify CDFW and provide a relocation plan for the individual.
c. In the future, prior to dredging the reservoir, a plan should be created to avoid disturbing the emergent (wetland) vegetation around the reservoir during dredging operations. Approval of any dredging operations should be obtained from the California Department of Fish and Wildlife; a. Establish and maintain a minimum 50-foot wide setback around the reservoir.

Mitigation Monitoring 4.a.4: Prior to issuance of any grading permit or any ground disturbing activities, the Permit Holder shall be responsible for establishing a 50-foot wide setback from the existing reservoir. Under the guidance of a qualified biologist, Wildlife Exclusion Fencing (WEF) shall be installed at the edge of the 50-foot setback line and shall remain in place throughout the duration of the project and while construction activities are ongoing. Upon project completion the WEF can be completely removed and the areas returned to original condition or better.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

Comment:
4. b. No Impact: See discussion above in 4(a) and below in item 4(c). The project has been designed to avoid wetlands and riparian habitats and would not require wetland delineations or permits from the Corp of Engineers or the RWQCB. The project does not include the placement of fill into wetlands or water. No impacts are anticipated as a result of the project design in which such habitats are avoided.

Mitigation: None required

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

Comment:
4 c. No Impact There are two natural drainages on the east side of Westside Road. These drainages do not show up as blue line drainages on the USGS quadrangle and do not occur on the west side of the road or property. One of the drainages is located between the two existing hop kilns and is fed by the road side ditch that runs along the west side of West Side road. The other natural drainage is south of the hop kiln. A drainage ditch runs along the west side of the existing access road just east of the hop kilns and an agricultural ditch runs along the west side of the existing vineyard east of the hop kilns. The agricultural ditch is located east of the proposed overflow parking area, between the proposed parking area and the existing vineyard. The agricultural ditch supports wetland vegetation according to the Habitat Assessment. Wetland

vegetation in the agricultural ditch included meadow barley, water plantain, umbrella sedge and ryegrass.

All of the drainages and ditches within the project area and on the property potentially qualify as waters of the United States as defined by the U.S. Army Corps of Engineers (Corps) and all of these features definitely qualify as waters of the State as defined by the RWQCB. The natural drainages would also likely fall within the jurisdiction of the California Department of Fish and Wildlife (CDFW).

Formal delineation of wetlands and waters of the U.S. and state was not conducted as part of the habitat assessment. However, the assessment concludes that the project has been designed to avoid any impacts to the existing drainages in the project area, therefore a delineation is not required and no permits will be needed from the U.S. Army Corp of Engineers or the Regional Water Quality Control Board (RWQCB) for placement of fill into wetlands or water.

Mitigation: None required

	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	

Comment:

4.d. Less than Significant Impact:

Wildlife movement includes migration, inter-population movement and small travel pathways. While small travel pathways usually facilitate movement for daily home range activities such as foraging or escape from predators, they also provide connection between outlying populations and main the corridor, permitting an increase in gene flow among populations.

Wildlife connectivity of the project site to other open lands in the area can occur through the vineyards and undeveloped lands. There are no barriers to movement between the pond on site and ponds located further west. Westside Road is likely not a barrier to movement based on the rate of traffic after the wineries and tasting rooms have closed their doors. As a result, animals are likely able to move across the road at dusk and night without mortality from traffic.

As noted above, the proposed project involves existing and proposed uses and structures within already developed areas of an agricultural parcel as well as new structures that as designed and would not interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. As designed, the project will not result in barriers being created for wildlife migration. Wildlife will still be able to move through the open areas and the vineyard and should not result in an impediment for wildlife to move through the property or to access the Russian River, and therefore would result in less than significant impact.

As noted above, Mitigation Measures under Item 1 require that all exterior lighting meet County standards for rural areas and does not allow flood lights that could impede wildlife corridors.

Mitigation: Refer to Mitigation Measures in Item 1 Aesthetics above in this initial study				
e) Conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X		

Comment:
4.e. Less than Significant with Mitigation Incorporated: The project site is within the VOH (Valley Oak Habitat) combining zoning district and the project must be consistent with the requirements of the VOH district. In addition, Sonoma County has regulatory authority over large native trees, trees with historical importance, and oak woodland habitat, under the Sonoma County Native Tree Protection and Preservation Ordinance. Three vegetation community types occur within the project site: *Quercus agrifolia* woodland alliance or coast live oak: ruderal non-native grassland and landscaped areas. There are also existing vineyards adjacent to the project area but they are not part of the proposed development. There is also a grove of Northern California black walnut (Juglans hindsii) in the eastern part of the property near the Russian River. No development is proposed for the black walnut grove other than placement of some picnic tables which would not impact the trees or non-native grassland understory. A pond is located on the west side is within the property boundary but will not be impacted or developed. The pond does support some willow (Salix spp.), and other riparian vegetation.

The coast live oak woodland is located on the east side, adjacent to Westside Road, is a remnant stand of oak woodland, from what was probably the native vegetation prior to development of the area. The dominant tree species is coast live oak and includes some valley oak, black oak, California buckeye and California bay laurel. A common understory shrub species in this type is poison oak. Understory herbs includes miner's lettuce and California poppy. Coast live oak woodland occurs in small patches within and adjacent to the property. Other than individual oak trees to be removed within the ruderal non-native grassland type, the remnant oak woodland stands will not be impacted by the project. The ruderal grassland is comprised of a variety on non-native grasses and forbs with no one species being dominant. Within the ruderal grassland are several native tree species including coast live oak, valley oak and cottonwood. Landscapes areas include the landscaped yard around the existing residence and buildings. Plant species associated with this type include garden herbs such as sweet alyssum and garden iris, garden shrubs such as roses along with planted landscape trees such as red oak, Italian alder, honey locust, fig, apple, and various fruit trees as well as native coast redwood. A grove of Northern California black walnut is located outside of the project area adjacent to the Russian River on the east side of the property. However, only those trees which are considered truly endemic or native are given a special status. Although the grove of walnut trees may be significant it is likely that they are not truly endemic or native which means that they do not qualify as special status species. The only plans for this area are to place some picnic tables which would only be used seasonably, and as noted in the Biological Assessment prepared by Wildlife Research Associates, the placement of picnic tables within the grove would not have an adverse impact upon the grove.

The project development will result in the removal of a total of 21 trees as part of the project. This includes 16 native trees: 6 coast live oak trees, 5 valley oaks, 4 cottonwoods and one redwood. The Sonoma County Tree Protection Ordinance General Provisions state:

"Projects shall be designed to minimize the destruction of protected trees. With development permits, a site plan shall be submitted that depicts the location of all protected trees greater than 9 inches (9") and their protected perimeters in areas that will be impacted by the proposed development, such as the building envelopes, access roads, leachfields, etc."

Protected Trees are defined as:

"Protected tree" means Big Leaf Maple, Black Oak, Blue Oak, Coast Live Oak, Interior Live Oak, Madrone, Oracle oak, Oregon Oak, Redwood, Valley Oak, California Bay."

"Protected tree of special significance" means Quercus lobate Valley Oak.

The Tree Protection Ordinance also states:

"The valley oak shall receive special consideration in the design review process to the extent that mature specimens shall be retained to the fullest extent feasible. Valley oaks contribute greatly to Sonoma County's visual character, landscape and they provide important visual relief in urban settings. On existing parcels created without the benefit of an accompanying EIR, design review shall focus on the preservation of valley oaks to the fullest extent feasible. Where such preservation would render a lot unbuildable, partial protection with accompanying appropriate mitigations developed by a certified arborist shall be incorporated into the project design. In such cases where only partial protection can be achieved, full replacement in accordance with the arboreal value chart shall be required."

The project shall comply with the County's Tree Protection Ordinance. Compensation for loss of native trees is provided in the ordinance and is based on arboreal value. The ordinance requires one hundred percent (100%) replacement of trees or the payment of in-lieu fees. The VOH district under Section 26-67-030 of the Zoning Code states that when any person cuts down or removes any large valley oak, or any small valley oaks having a cumulative diameter at breast height greater than sixty inches (60″), on any property within the VOH district, such person shall mitigate the resulting valley oak loss by one of the following measures:

(1) retaining other valley oaks on the subject property,
(2) planting replacement valley oaks on the subject property or on another site in the county having the geographic, soil, and other conditions necessary to sustain a viable population of valley oaks,
(3) a combination of measures (1) and (2), or
(4) payment of an in-lieu fee, which shall be used exclusively for valley oak planting programs in the county. Such person shall have the sole discretion to determine which mitigation measure to use to mitigate the valley oak loss.

The requirements for each mitigation measure are specified in the Table under Section 26-67-030 of the Zoning Code. The selected mitigation measure shall be undertaken and completed within one (1) year after the valley oak or valley oaks are cut down or removed in accordance with guidelines established by resolution or ordinance of the Board of Supervisors.

A certified arborist shall provide a final tree survey and inventory. The project shall comply with all provisions of the County's Tree Protection Ordinance so as to avoid impacts and injury to the remaining trees on-site. A report prepared by a certified arborist shall be completed and submitted to PRMD prior to issuance of any grading or building permits, which shall provide for the replacement of those trees to be removed as well as the protection of remaining trees. A final landscape plan shall be based on the findings of the arborist report address the replacement of

any native specimens.

Mitigation Measure 4.e 1: A total of 21 trees are proposed for removal as part of the project development, they include: 6 coast live oak trees, 5 valley oaks, 4 cottonwoods and one redwood, all of which are native trees. Prior to final design review before a joint meeting with the Design Review Committee/Sonoma County Landmarks Commission and prior to PRMD issuance of any grading or building permit, a certified arborist shall submit a final tree survey and inventory to the Project Planner. The arborist shall provide the replacement value of the trees to be removed and the protection measures during construction activities for the remaining trees. A final landscape plan shall be based on the findings of the arborist report address the replacement of any native specimens.

Mitigation Monitoring 4.e.1: Prior to final design review before a joint meeting with the Design Review Committee/Sonoma County Landmarks Commission and prior to issuance of any grading or building permits, the Project Planner shall review the arborist report and shall review the final design plans to ensure that the replacement trees are incorporated into the final landscape plan.

Mitigation Measure 4.e.2: The project site is subject to the VOH district requirements to mitigate for removal of any Valley Oak tree under Section 26-67-030 of the Zoning Code. Any removal of any large valley oak, or any small valley oaks having a cumulative diameter at breast height greater than sixty inches (60″), on any property within the VOH district, the Permit Holder shall mitigate the resulting valley oak loss by one of the following measures:

(1) retaining other valley oaks on the subject property,
(2) planting replacement valley oaks on the subject property or on another site in the county having the geographic, soil, and other conditions necessary to sustain a viable population of valley oaks,
(3) a combination of measures (1) and (2), or
(4) payment of an in-lieu fee, which shall be used exclusively for valley oak planting programs in the county.

The Permit Holder has the sole discretion under the VOH district criteria to determine which mitigation measure to use to mitigate the valley oak loss. The requirements for each mitigation measure are specified in the Table under Section 26-67-030 of the Zoning Code. Prior to occupancy of the winery or tasting room building whichever is first, the mitigation measure shall be implemented.

Mitigation Monitoring 4.e.2: Prior to issuance of any grading or building permits, or prior to final design review before a joint meeting with the Design Review Committee/Sonoma County Landmarks Commission, an appropriate form of mitigation set forth in the Table under Section 26-67-030 of the Zoning Code shall be incorporated into the project and the projects' final landscape plan. Prior to final occupancy on the winery or tasting room buildings whichever is first, the mitigation measure shall be implemented.

Mitigation Measure 4.e.3: NOTE ON GRADING PLANS: "In the areas of project development, construction fencing shall be installed under the drip-line of all trees that will be retained. Construction fencing shall be placed to ensure that no construction equipment, fill, staging or storage will impact the root zone of these oaks. An arborist shall inspect the location of the construction fencing to insure the root zones of the trees to remain are protected."

Mitigation Monitoring 4.e.3: PRMD shall ensure the note has been placed on all grading plans. Also prior to any grading activities the Permit Holder shall submit to the Project Planner evidence through photographs and an arborist letter that construction fencing has been installed prior to

issuance of any related grading or building permits for the project.

Mitigation Measure 4.e. 4: Native trees to be removed greater than 6" DBH should be replaced by planting same species Plantings of native oaks on site at a ratio of 5 to 1 should be installed within the project landscape plan. It is recommended that new landscape plantings utilize as many native species as possible (shrubs and trees).

Mitigation Monitoring 4.e.4: PRMD shall require any planting of any replacement native oaks trees is done prior to issuance of final occupancy of the winery or tasting room buildings for the project.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state Habitat Conservation Plan?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

Comment:
4.f. No Impact: There are no adopted Habitat Conservation Plans or Natural Community Conservation Plans applicable to the project site.

Mitigation: None required

5. CULTURAL RESOURCES - Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X		

Comment:
5.a. Less than Significant with Mitigation Incorporated: The proposed project includes a new winery and wine caves on the west side of Westside Road, and on the east side of Westside Road will involve the re-purposing/refurbishing of the existing hop kiln into a tasting room and the refurbishing of the hop baling barn into a private tasting room with marketing accommodations on the upper floor. The proposal also includes 22 agricultural promotional events with a range of guests (10 events and 30 guests, 5 events with 60 guests, 5 events with 120 guests, and 2 events with 300 guests) and participation in industry-wide events totaling two (2) day events with a maximum of 300 guests, totaling 24 annual events. There are no weddings proposed and the winery facility will not be rented out to third parties.

Historical Resource Study and Supplemental Historical Resource Study:

A Historic Resource Study (dated July 2014) and a Supplemental Historic Resource Study (dated March 2015) was prepared for the project by Knapp Architects. Since the project includes the conversion of an old hop kiln building into a public tasting room and a hop bale barn into a private tasting room with a two-guest room marketing accommodation unit on the upper floor, the project was referred to Sonoma County Landmarks Commission. The site is not identified in the current Historic Resources Inventory in use by PRMD, nor is it identified in the expanded list provided in the 2007 Sonoma County Landmarks Commission Five Year Work Plan and New Sonoma County Historic Era Resources Database.

The report evaluated the historical and architectural significance of two agricultural buildings, the Hop Kiln and Baling Barn, and the wood Trestle that connected them. The report finds that the property appears to be eligible for listing in the California Register, and therefore considered historical resources for the purposes of CEQA.

Sonoma County Landmarks Commission and Design Review Committee:

On November 4, 2014, the Landmarks Commission reviewed the project plans and the Historic Resource Study prepared by Knapp Architects, whereas, they accepted the Historic Resource Study, but recommended further review in a joint meeting with the Design Review Committee.

On December 2, 2014, a joint meeting before the Sonoma County Landmarks Commission and the Design Review Committee was held to review the project. The Design Review Committee (DRC) approved the existing height of the Hop Kiln and Bale Barn which exceeds 35 -feet. The DRC also approved maintaining these two structures in their current footprint within the Scenic Corridor setback. The two Committees' review resulted in the following actions:

- Final review of the project (after the Board of Zoning Adjustments decision) to be by the Joint LRC I ORC.
- The Joint LRC I DRC recommend that the HD (Historic Combining District) be added to the property.

The report further evaluated proposed alterations and concludes that the project would conform to the Secretary of the Interior's Standards for Rehabilitation in almost all respects and would not materially impair the characteristics which make it eligible for listing, meaning that under the CEQA Guidelines, the project would have a less than significant impact on historical resources.

On July 7, 2015, at the applicant request, the project returned to the Landmarks Commission requesting that HD zoning not be recommended for the west side of the road, as the buildings on this property have been found to be ineligible for listing on the California Register, and because the addition of the HD to the west side of the road would not add a measurable degree of historical protection for the hops complex on the east side of the road.

At the July 7, 2015, Landmarks Commission meeting, the Commission voted unanimously to recommend addition of the HD Combining Zone and Landmark Designation on APN 110-240-031 in its entirety (east side of Westside Road). They recommended not adding the HD combining zone on APN 110-240-040 (west side of Westside Road. Their decision was based on findings that the historic resources on the east side of Westside Road met the eligibility and integrity criteria for State and Local County designation and the HD Combining Zone. However, the structures on the west side of Westside Road had changed over time to the extent that they no longer retained historic integrity that met eligibility criteria. A mitigation measure will be incorporated into the project to ensure the historical protection is provided by placing the HD

combining zoning district on the parcel.

Cultural Resource Evaluation:

A cultural resources evaluation of the property was conducted by William Roop, of Archaeological Resources Service, April 2014. A surface reconnaissance of the project areas located on both the west and eastern sides of the property was performed. The evaluation was focused on the presence of pre-historic era stone tools or discolored soil deposits. The areas of the proposed improvements were examined as well as the accessible faces of exposed boulders for the presence of cupule petroglyphs or bedrock mortar depressions, however, no signs of either were observed. The report further states that in spite of the presence of the historic-era farm house, barn and hop kiln structures with both sides of the parcel, no concentrations of historic era artefactual materials such as solarized glass, broken glass containers, pottery or earthen-ware ceramics and items that would normally be found in a historic farmstead similar to this. The cultural resources evaluation found no indication of the presence of a potentially significant historic or pre-historic era archaeological deposit with the evaluated area. The soils of the site are alluvial, indicating the possibility of buried cultural resources. This potential exists wherever Holocene alluvium or colluviums are present. Examination of rodent burrows and other exposures did not indicate the presence of subsurface deposits, and it is likely that none are present. No potentially significant cultural materials were observed on the site. Modern debris was observed, but none was considered to be culturally significant.

The cultural resources evaluation concluded that since no significant cultural resources were identified on the property, no further recommendations are warranted for pre-historic materials. However, if during earth disturbing activities on the property a concentration of artifacts is encountered, all work should be halted in the vicinity of the find and an archeologist contacted immediately. If human remains are encountered anywhere on the property, all work must stop in the immediate vicinity of the discovered remains and the County Coroner and a qualified archeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American and pre-historic, the Native American Heritage Commission must be contacted by the Coroner so that the “Most Likely Descendant” can be designated and the appropriate procedures followed. The project area consists of alluvial deposits that are less than 10,000 years old. These soils were deposited during the span of human occupation of the Santa Rosa Plain, and thus have a potential to contain archaeological deposits, artifacts, or features, that are not visible on the surface.

Conformance with AB 52

Permit Sonoma referred the project to those Native American tribes who requested such notices pursuant to Assembly Bill 52. A referral was also sent by the County to Tribal contacts to solicit input under AB 52 related to Tribal Cultural Resources. One local tribe responded, the Lytton Rancheria, requesting a mitigation measure be incorporated into the project. The language below under Mitigation Measure 5.a. 3 was found acceptable by the tribe. The following mitigation measures will be incorporated into the project reducing potential impacts to cultural, historical, and tribal cultural resources to a level of less than significant.

Mitigation Measure 5.a.1: Prior to temporary or final occupancy on either the hop kiln or hop bale barn, the applicant shall submit complete application and current processing fee for Level 1 zone change to add the HD Combining Zone and Landmarks designation on APN 110-240-031 (east side of Westside Road) prior to issuance of any grading or building permit on that parcel. (The HD removal may be processed as a part of the Comprehensive Planning Division’s semi-annual package of zone changes required as conditions of approval.)

Mitigation Monitoring 5.a.1: PRMD shall not allow temporary or final occupancy on either the hop kiln or hop bale barn, the applicant shall submit complete application and current processing fee for Level 1 zone change to add the HD Combining Zone and Landmarks designation on APN 110-240-031 (east side of Westside Road) prior to issuance of any grading or building permit on that parcel.

Mitigation Measure 5.a.2: NOTES ON GRADING, IMPROVEMENT, AND BUILDING PERMIT PLANS:

"The following cultural resource protection measures shall be included in the project:

1. All employees or others on the project site/job site shall be told that no artifacts are to be removed from the area except through authorized procedures. In this usage "artifacts" means any item over fifty (50) years of age. As a general rule artifacts greater than 100 years of age should be considered important unless a specific evaluation determines otherwise.

2. If archaeological or paleontological resources are found, all earthwork in the vicinity of the find shall cease, and PRMD staff shall be notified so that the find can be evaluated by a qualified archaeologist. When contacted, a member of PRMD Project Review staff and project archaeologist shall visit the site to determine the extent of the resource and to develop proper mitigation measures required for the discovery. No further grading in the vicinity of the find shall commence until a mitigation plan is approved and completed subject to the review and approval of the archaeologist and Project Review staff.

3. All employees or others on the job site shall be educated and informed that no artifacts are to be removed from the area except through authorized procedures. It should be made clear to all individuals and companies associated with any project that any artifacts found in the course of work are the property of the Agency. It is not up to the contractor to determine what the agency considers important.

4. Any artifacts that are found on or near the project area are to be turned over to, or brought to the attention of, the inspector, project manager, or the discoverer's immediate supervisor.

5. Whenever any artifact is found or reported, a tag should be included that indicates the following: (A) the identity of the finder and the date of discovery; (B) the identity of the inspector or other responsible individual to whom the artifact is given; (C) a description of the location where the artifact was found, such as the approximate distance and direction to the nearest measured point, identification of a point on the building plans, or other reliable, accurate method; and (D) a description of the artifact that will allow it to be identified if the tag and artifact are separated.

6. The inspector shall carry a small supply of plastic baggies and 3x5 cards for documentation of artifacts.

7. The artifact, if portable, should be transported to a safe location where it can be kept until it can be inspected by an archaeologist. "

Mitigation Monitoring 5. a. 2: PRMD staff shall ensure that the notes listed above has been placed on all grading, building, and improvement plans prior to issuance of permits. The Permit Holder shall ensure the above protection measures are implemented during ground disturbing activities and project construction. If violations occur, PRMD shall seek voluntary compliance from

the Permit Holder and thereafter may initiate an enforcement action and/or Use Permit revocation or modification proceedings, as appropriate. (Ongoing).

Mitigation Measure 5.a. 3: The Permit-Holder shall be responsible to ensure:

a. There shall be a qualified archaeological monitor and/or tribal monitor present during all initial ground- disturbing activities into native soils on the project. The tribal monitor shall be, but not limited to, a representative(s) of the Lytton Rancheria. The qualified archaeological monitor and/or tribal monitor shall have the authority to stop and redirect grading activities to evaluate any tribal cultural resources discovered on the property. Such evaluation shall be done in consultation with the appropriate tribe. However, if the archaeologist and tribal monitor determine, based on their knowledge and experience, that there is no further need for monitoring, the monitoring may cease.

b. All building and/or grading permits shall have the following note printed on plan sheets:

"In the event that archaeological resources such as pottery, arrowheads, midden or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work shall be halted in the vicinity of the find and County PRMD project Review staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. PRMD staff may consult and/or notify the appropriate tribal representative from tribes known to PRMD to have interests in the area. Artifacts associated with prehistoric sites include humanly modified stone, shell, bone or other cultural materials such as charcoal, ash and burned rock indicative of food procurement or processing activities. Prehistoric domestic resources include hearths, firepits, or house floor depressions whereas typical mortuary resources are represented by human skeletal remains. Historic artifacts potentially include all byproducts of human land use greater than 50 years of age including trash pits older than 50 years of age. When contacted, a member of PRMD project Review staff and the archaeologist shall visit the site to determine the extent of the resources and to develop and coordinate proper protection/mitigation measures required for the discovery. PRMD may refer the mitigation/protection plan to designated tribal representatives for review and comment. No work shall commence until a protection/mitigation plan is reviewed and approved by PRMD project Review staff. Mitigations may include avoidance, removal, preservation and/or recordation in accordance with California law. Archeological evaluation and mitigation shall be at the applicant's sole expense.

If human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and PRMD staff, County Coroner and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American, the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" can be designated and the appropriate provisions of the California Government Code and California Public Resources Code will be followed."

Mitigation Monitoring 5.a. 3: Prior to any ground disturbing or grading activities, the Permit Holder shall be responsible for ensuring a qualified archaeological monitoring and/or tribal monitor is present during all initial ground-disturbing activities into native soils on the project. The PRMD shall not issue any grading or building permit until staff has determined the above note has been placed on the plans. In the event that archaeological resources, tribal cultural resources, or cultural resources are discovered, such as pottery, arrowheads, midden, or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work shall be halted in the vicinity of the find and County PRMD project Review staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. Failure by the Permit-Holder to comply with

these requirements shall be considered a violation of the Use Permit and may result in the modification or revocation proceedings of the said Use Permit.				
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X		
Comment: **5. b. Less than Significant with Mitigation Incorporated: (Refer to discussion and mitigation measures listed in item 5.a. above in this initial study checklist).** As noted in item 5(a) above, the project will involve the refurbishing and rebuilding of existing structures on the west side of property as well as the construction of a new winery building and associated wine cave, along with the removal of an existing residence on both the west and east side of the property. As discussed above, a Cultural Resources evaluation has been conducted for the project site, which concluded that no significant cultural resources were identified on the property, but did provide for recommendations should resources be unearthed during construction. Mitigation measures have been included that when implemented will reduce the impact to less than significant.				
Mitigation: Refer to mitigations under item 5.a. above.				
Mitigation Monitoring: **Refer to monitoring under item 5.a. above.**				
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X		
Comment: **5.c. Less than Significant with Mitigation Incorporated. (Refer to discussion and mitigation measures listed in item 5.a. above in this initial study checklist).** The proposed project will not destroy unique geologic features. However, the project could potentially uncover previously undiscovered paleontological resources during project construction. The following mitigation measure will reduce the impact to less than significant.				
Mitigation Measure: Refer to mitigations under item 5.a. above.				
Mitigation Monitoring: **Refer to monitoring under item 5.a. above.**				
d) Disturb any human remains, including those interred outside of formal cemeteries?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact

			X	

Comment:
5.d. Less than Significant Impact: In the event that human remains are unearthed during construction, state law requires that the County Coroner be contacted in accordance with Section 7050.5 of the State Health and Safety Code to investigate the nature and circumstances of the discovery. If the remains were determined to be native American interment, the Coroner will follow the procedure outlined in CEQA Guidelines Section 15065.5(e).

6. GEOLOGY AND SOILS - Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X

Comment:
6.a. No Impact: The project site is not mapped by the California Geological Survey (CGS) under the Alquist-Priolo Act, to be underlain by a "Holocene-active" earthquake fault capable of resulting in surface fault rupture. The nearest active fault is located east of the City of Santa Rosa, several miles southeast of the project site. Although new structures are proposed and significant rehabilitation of existing structures will occur it is anticipated that any impacts would be less than significant as earthquake design is taken into account for the occupancy of a structure, including site class, soil classifications and various seismic coefficients, which are used to determine a seismic design category for a project.

Mitigation: None required

ii. Strong seismic ground shaking?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:
6.a.ii Less than Significant Impact: All of Sonoma County is subject to seismic shaking that would result from earthquakes along the San Andreas, Healdsburg-Rodgers Creek, and other faults. Predicting seismic events is not possible, nor is providing mitigation that can entirely reduce the potential for injury and damage that can occur during a seismic event. However using accepted geotechnical evaluation techniques and appropriate engineering practices, potential injury and damage that can be diminished, thereby exposing fewer people and less property to the effects of a major damaging earthquake. The design and construction of the tasting facilities, winery and wine cave are subject to load and strength standards of the California Building Code

(CBC), which take seismic shaking into account. Project conditions of approval require that building permits be obtained for all construction and that the project meet all standard seismic and soil test/compaction requirements. The project would therefore not expose people to substantial risk or injury from seismic shaking, therefore reducing the impact to less than significant.				
Mitigation: None required				
iii. Seismic-related ground failure, including liquefaction?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
Comment: **6.a.iii Less than Significant Impact**. The project site is located within an area subject to liquefaction hazards as shown on the Sonoma County Relative Hazard from Seismic Shaking map. Strong ground shaking during an earthquake can result in ground failure and/or settlement such as that associated with soil liquefaction, and can also cause deformation of slopes, particularly fill slopes. Therefore the property has the potential to experience liquefaction and settlement during a seismic event. However, all structures will be required to meet building permit requirements, including seismic safety standards and soil test/compaction requirements. Based on standard permitting requirements, the project will have no significant risk of loss, injury or death from seismic ground failure or liquefaction. Also see discussion above in item 6.a.ii above.				
Mitigation: None required				
iv. Landslides?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
Comment: **6.a.iv No Impact** The project site is not located in a landslide prone area as shown on Geology for Planning in Sonoma County Special Report 120 Slope Stability, or the General Plan Safety Element Hazard Maps. The threat of landslide occurrence is low and no impacts would occur.				
Mitigation: None required				
b) Result in substantial soil erosion or the loss of topsoil?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:
6.b. Less than Significant Impact: The project will not include significant grading, cuts and fills which require the issuance of a grading permit. Unregulated grading during construction has the potential to increase soil erosion from a site which could have adverse downstream flooding impacts and further erosion impacts, and which could adversely impact downstream water quality. See discussion and mitigation measures under Hydrology and Water Quality, Items 9(c) of this checklist.

Mitigation: None required

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:
6.c. Less than Significant Impact: The risk of impact to the project from the effects of lateral spreading, subsidence, liquefaction or collapse is considered to be less than significant with implementation of the conditions of approval requiring that all structures and grading be subject to building permits as discussed above in item 6(a).

Mitigation: None required

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:
6.d. Less than Significant Impact: See discussion above under Item 6(a) iii and 6(c), which will require the issuance of building permits and a review of seismic and soil test/compaction requirements.

Mitigation: None required

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:
6.e. Less than Significant Impact: The project site is not in an area served by public sewer. There is no evidence that the soils are incapable of supporting the disposal of waste water. The North Coast Regional Water Quality Control Board (NCRWQCB) must review and approve the

required waste water system report. The domestic wastewater will be disposed of via on-site septic systems. The winery wastewater will be pre-screened at collection points in the facility and directed to an aerobic treatment unit (manufacturer to be determined). The treatment unit will reduce waste strength and suspended solids to levels approved by the State Water Quality Control Board for surface irrigation. The treated wastewater will be directed to storage until discharged to irrigation. Treated wastewater will be pumped to a point of connection to the vineyard irrigation system. The process system will be subject to a Waste Discharge Permit issued by the State Water Quality Control Board, North Coast Region. Prior to building permit issuance and vesting the Use Permit, the applicant shall obtain a permit for the sewage disposal system. The system may require design by a Registered Civil Engineer or Registered Environmental Health Specialist and both soils analysis, percolation and wet weather testing may be required. Wet weather groundwater testing may also be required. The sewage system shall meet peak flow discharge of the wastewater from all sources granted in the Use Permit and any additional sources from the parcel plumbed to the disposal system, and shall include the required reserve area.

This project is approved for agricultural promotional events and shall provide septic system capacity in accordance with PRMD Policy 9-2-31 (available on PRMD's website under Policy and Procedures). The project septic system shall be designed to accommodate 100 % percent of the wastewater flow from an event with 60 guests, in addition to peak wastewater flows from all other sources plumbed to the septic system, including the 15 employees listed in the traffic study. Additionally, prior to issuance to building permits, the applicant will be required to obtain a permit for the sewage disposal system. The system may require to be designed by Registered Civil Engineer or Registered Environmental Health Specialist and both soil analysis, percolation and wet weather testing may be required. Application for wastewater discharge requirements shall be filed by the applicant with the North Coast Regional Water Quality Control Board. Documentation of acceptance of a complete application with no initial objections or concerns by the Regional Water Quality Control Board shall be submitted to the Project Review Health Specialist prior to building, grading for ponds or septic permit issuance (if the Regional Water Board Water Resource Engineer or Environmental Specialist have objections or concerns then the applicant shall obtain Waste Discharge Requirements prior to building permit issuance).

A copy of the Waste Discharge Permit shall be submitted to the Project Review Health Specialist prior to issuance of a Certificate of Occupancy or project operation and vesting the Use Permit. Prior to issuance of any related Building permits, the on- site septic systems and winery wastewater systems shall be approved under a permit with the Well and Septic Section of PRMD and These reviews as a condition of building permit issuance shall serve to address potential impacts associated with the on-site soils and sewage disposal to less than significant.

Mitigation: None required

7. GREENHOUSE GAS EMISSIONS - Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:

7.a. Less than Significant Impact: The proposed project includes the production of 60,000 cases of wine within a two-story winery building, 32,210 square feet in size. The project would include a tasting room, retail sales, and an area designated for trade related industry events. The project application includes provisions for a total of 24 agricultural industry events per year. These include 10 events with 30 people in attendance, five 60-person catered events, participation in five 120-person industry wide events, and four 300-person outdoor events.

The primary source of GHG emissions associated with the project would be from traffic generated by the proposed project. Other sources would include direct emissions from natural gas usage and indirect emissions from electricity usage. Winemaking, occurring on-site, generates emissions of CO2 through the fermentation process that are considered biogenic emissions.

The proposed project is located in northern Sonoma County, which is in the Coast Air Basin. The Northern Sonoma County Air Pollution Control District has not established a climate protection program. The Northern Sonoma County Air Pollution Control District has jurisdiction over air quality in this area but uses the Bay Area Air Quality Management District (BAAQMD) CEQA Guidelines to evaluate GHG emissions.

On October 28, 2013, a GHG Emissions Analysis and a Revised GHG Analysis was prepared for the project by Illingworth & Rodkin, Inc. The California Emissions Estimator Model, Version 2013.2.2 (CalEEMod) was used to predict operational period emissions. Unless otherwise noted below, the model defaults for Sonoma County were used. The Year 2015 was used for modeling, as this assumed to be the first full year after construction that the project could be operational. However, the project was not deemed by PRMD to be complete for processing until 2017 and annual emissions occurring after 2015 would be lower as vehicle and electricity production emission rates are anticipated to continually decrease. Relative to traffic, the CalEEMod model uses mobile emission factors from the California Air Resources Board's EMFAC2011 model. Forecasted project trip generation estimates provided by the traffic consultants, W-Trans, were applied. The default trip lengths and traffic mix for Sonoma County in CalEEMod were also used. Mobile emissions from planned county-wide industry events were calculated in a separate model run and were based on a reasonable worst-case scenario involving twenty-four 300-person events annually. Each event was calculated to generate 2,006 pounds of CO2e per day, or 48,114 pounds (22 metric tons) annually.

Relative to electricity, natural gas, water usage and solid waste production, default rates for energy consumption were assumed in the model. Emissions rates associated with electricity consumption were adjusted to account for Pacific Gas & electric utility's (PG&E) projected 2015 CO2 intensity rate. This 2015 rate is based, in part, on the requirement of renewable energy portfolio standard of 33 percent by the year 2020. CalEEMod uses a default rate of 641.35 pounds of CO2 per megawatt of electricity produced. The derived 2015 rate for PG&E was estimated at 391.16 pounds of CO2 per megawatt of electricity delivered and is based on the California Public Utilities Commission (CPUC) GHG Calculator.

The GHG analysis explains that relative to wine fermentation, the CalEEMod model does not account for CO2 emissions from wine fermentation. CO2 is released during the fermentation process. The International Wine Carbon Calculator (IWCC version 1.3) is an Excel spreadsheet that provides GHG emission estimates from various winery operations. This program was utilized to generally estimate CO2 emissions from fermentation, since specific details of the wine making were not known.

Assuming about 1,110 tons of grapes would be used to produce 60,000 cases of wine, CO2 emissions would be about 125 metric tons per year. These emissions are offset by the carbon sequestration resulting from the growing of the grapes; however, the offset was not computed for

this evaluation.

Annual Operational GHG Emissions in Metric Tons of CO2e

Source	Methodology	Emissions
Mobile	Includes daily traffic generation including truck traffic	181
Mobile	24 Annual Events	22
Area	Includes landscaping from CalEEMod default	<1
Electricity	Based on CalEEMod default adjusted to PG&E emission rates published by CPUC	56
Natural Gas	Based on CalEEMod default	52
Water	Based on CalEEMod default	18
Solid waste	Based on CalEEMod default	20
Wine fermentation	Based on IWCC v1.3 estimate for 60,000 cases	125
Total		**475**

As shown in the table above, the proposed project would have total direct and indirect emissions that are below the GHG operational threshold (1,100 metric tons of CO2e per year) recommended by BAAQMD for new projects. Therefore, the project's GHG emissions would not significantly contribute to a cumulative impact on global climate change.

Global temperatures are affected by naturally occurring and anthropogenic-generated (generated by humankind) atmospheric gases, such as water vapor, carbon dioxide, methane, and nitrous oxide. Gases that trap heat in the atmosphere are called greenhouse gases (GHG). Solar radiation enters the earth's atmosphere from space, and a portion of the radiation is absorbed at the surface. The earth emits this radiation back toward space as infrared radiation. Greenhouse gases, which are mostly transparent to incoming solar radiation, are effective in absorbing infrared radiation and redirecting some of this back to the earth's surface. As a result, this radiation that otherwise would have escaped back into space is now retained, resulting in a warming of the atmosphere. This is known as the greenhouse effect. The greenhouse effect helps maintain a habitable climate. Emissions of GHGs from human activities, such as electricity production, motor vehicle use and agriculture, are elevating the concentration of GHGs in the atmosphere, and are reported to have led to a trend of natural warming of the earth's natural climate, known as global warming or global climate change. The term "global climate change" is often used interchangeably with the term "global warming," but "global climate change" is preferred because it implies that there are other consequences to the global climate change include the following gases:

- Carbon dioxide (CO2);
- Nitrous oxide (N2O);
- Methane (CH4);
- Chlorofluorocarbons (CFCs);
- Hydrofluorocarbons (HFCs);
- Perfluorocarbons (PFCs)

State of California is addressing the issue of GHG through legislation, policy guidance, and outreach programs. California Governor Arnold Schwarzenegger announced on June 1, 2005, through Executive Order S-3-05, the following GHG emission reduction targets for California: by 2010, reduce GHG emissions to 2000 levels; by 2020, reduce GHG emissions to 1990 levels; by 2050, reduce GHG emissions to 80 percent below 1990 levels. The California Climate Action Team's (CAT) Report to the Governor contains recommendations and strategies to help ensure the targets in Executive Order S-3-05 are met.

The project is also subject to the County's building ordinance and energy efficiency ordinance, which requires new construction, including the project, to comply with the California Green Building Standards (CalGreen). In addition, the County implements General Plan Open Space and Resource Conservation Element Objective OSRC-14.4, which states "reduce GHG emissions by 25 percent below 1990 levels by 2015."

The County is currently in the process of adopting a Climate Action Plan in conjunction with the other local agencies in Sonoma County that will meet the tiering and streamlining requirements of CEQA Guideline 15183.5.

The project would have a less than significant impact on GHG emissions because the project would generate an insignificant amount of GHG emissions as shown in the table and discussion above. Nonetheless, the proposed winery building must continue with being built in compliance with the California Green Building (CALGreen) Standards Code and include voluntary requirements which include exceeding Title 24 energy efficiency requirements. These include, but not limited to,

- Designated parking for fuel efficient vehicles (min. of 10 % of parking)
- Cool roofs that meet thermal emittance and solar reflectance standards
- A 30 percent reduction in indoor potable water use
- Outdoor potable water use not to exceed 60 percent of acceptable rates
- Recycled content of 10 percent of materials used
- Construction waste reduction of 65 percent, and
- Thermal insulation that meets low emitting materials standards.

The project development must meet the CALGreen Tier 1 standards using technologies that include, but not limited to, passive solar design, natural lighting and ventilation, hydrozone irrigation techniques, low flush toilets, disc grape pomace back into the on-site vineyard, and permeable hardscapes. All things considered, the proposed project is well below the thresholds established statewide and considered a less than significant impact.

Mitigation: None required

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:
7.b. Less than Significant Impact: (Refer to discussion in item 7.a. above in this initial study checklist). The project does not propose any type of use or structure that would conflict with the County's adopted CalGreen building requirements. As shown in the table above in item 7a, the proposed project would have total direct and indirect emissions that are below the GHG operational threshold (1,100 metric tons of CO2e per year) recommended by BAAQMD for new projects. Therefore, the project's GHG emissions would not significantly contribute to a cumulative impact on global climate change. The County's Cal-Green requirements will help to ensure the project will implement GHG reduction measures reducing potential impacts to a level of less than significant.

Mitigation: None required

8. HAZARDS AND HAZARDOUS MATERIALS - Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:

8.a. Less than Significant Impact: The project consists of a winery with tasting rooms and event activities and is not a land use that produces or generates hazardous materials. The processing and fermentation of the grapes into wine includes the use and maintenance of machinery and equipment that require the transport, use, and disposal of hazardous materials (e.g., oils, diesel, solvents, lubricants, etc.). The vineyard operation requires the use and storage of pesticides and herbicides on the project site. The Sonoma County Agricultural Commissioner's Office regulates the storage and use of herbicides and pesticides by requiring the annual issuance of a Pesticide I.D. and classes be taken by persons applying such hazardous materials for agricultural uses such as vineyard operations. The County Fire and Emergency Services Department regulates storage and use of flammable materials associated with wineries. The County Environmental Health Specialist requires that the project applicant submit copies of updated permits. These regulatory agencies apply conditions to building permits that ensure the storage and use of any hazardous waste associated with the winery would not create a hazard.

Prior to initiation of the use permit, the winery and tasting rooms must comply with Code requirements already in place that will ensure the storage and use of any hazardous materials associated with the winery would not create a hazard to the public or the environment. Further, the County Fire Department requires the establishment of a Hazardous Materials Business Plan that specifies the use of use, storage, quantities, transportation, disposal and upset conditions for hazardous materials in accordance with County and state regulations. Therefore, with the standard permitting requirements under the local Building and Fire Codes, and the Hazardous Materials Business Plan required for the winery operations, the project would have a less than significant level of with regard to the use or storage of hazardous materials.

Mitigation: None required

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:

8.b. Less than Significant Impact. (Refer to discussion in item 8.a. above in this initial study checklist). The project would not generate or produce hazardous materials. Hazardous materials

(diesel fuels, solvents, oils, etc.) are contained in products used on site for use and maintenance of equipment and machinery. The vineyard operation is not part of this review, but use of pesticides and herbicides are regulated by the Sonoma County Agricultural Commissioner's Office. The project would have a less-than-significant impact involving release of hazardous materials into the environment.

Mitigation: None required

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:
8.c. Less than Significant Impact. (Refer to discussion in items 8.a. and 8.b. above in this initial study checklist). The project is not located within one-quarter mile of a school, nor would the proposed winery include emission of hazardous materials or substances. See item 7.a, above, regarding regulation of hazardous materials at the planned winery.

Mitigation: None required

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

Comment:
8.d. Less than Significant Impact. The project site was not identified on, or in the vicinity of, any parcels on lists compiled by the California Environmental Protection Agency, Regional Water Quality Control Board, California Department of Toxic Substances Control, and the California Integrated Waste management Board, and no impacts would occur.

Mitigation: None required

For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:
8.e. Less than Significant Impact: The site is not within an airport land use plan as designated by Sonoma County. The project site (proposed 60,0000 case production winery, wine caves,

tasting room, 24 agricultural industry events) is located 2.25 miles immediately northwest of the Sonoma County Airport/Charles Shultz Airport, runway number 2. The proposed project has been reviewed with respect to airport compatibility criteria in the County's March 14, 2016 Revised Comprehensive Airport Land Use Plan as well as the proposed amended criteria. Based on the initial review, the proposal was found consistent with the CALUP criteria. The subject property is outside of the Approach Protection Plan Area as depicted in Figure AT-10 of the General Plan. No safety hazard to people residing or working within two miles as the nearest airport is 2.25 miles to the southeast and therefore no impacts are anticipated as a result of the proposed project.

Mitigation: None required

f) For a project located within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

Comment:
8.f. No Impact: There are no known private airstrips within the vicinity of the proposed project. However, the project is located 2.25 mile northwest of the Sonoma County/Charles Shultz Airport. As discussed above under Item 8e, the proposed project has been reviewed with respect to airport compatibility criteria in the County's 2016 Revised Comprehensive Airport Land Use Plan as well as the proposed amended criteria. Therefore, the project would have no impact.

Mitigation: None required

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:
8.g Less than Significant Impact: The project would not impair implementation of, or physically interfere with the County's adopted emergency operations plan. There is no separate emergency evacuation plan for the County. In any case, the project would not change existing circulation patterns significantly, and would have no effect outside the area. In addition, the project was reviewed by the Office of Fire and Emergency Services who placed one of several conditions on the project as follows:

The Applicant shall provide a written "Fire Safety and Evacuation Plan" (as required by Section 403 and 404 of the California Fire Code) to Sonoma County Fire for approval. This includes but not limited to medial trained staff, fire watch, crowd managers. This plan shall be re-evaluated at any time when requested in writing by the fire code official.

a. This shall be also provided for the special events larger than 100 persons.

Mitigation: None required

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas, or where residences are intermixed with wildlands?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:
8.h Less than Significant Impact: The project proposal statement includes water storage on-site as part of a project fire protection system. The project was reviewed by Fire officials and conditions for the project was provided to the Project Planner. Additionally, the County Fire Marshal's Fire Safe Standards require that new structures be installed with fire sprinklers with the intent to contain or prevent fires from spreading from structures to wildlands fires. Fire service features for buildings, structures and premises are required to comply with the Sonoma County Fire Safe Standards and the California Fire Code as adopted and amended by Sonoma County Code; including but not limited to: emergency access; road naming and address numbers; emergency water supply; and defensible space. Compliance with this Fire Safe Standards will ensure that the exposure of people and property to fire hazards would be reduced to a degree that the risk of injury or damage is less than significant.

Mitigation: None required

9. HYDROLOGY AND WATER QUALITY - Would the project:

a) Violate any water quality standards or waste discharge requirements?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:

9.a Less Than Significant Impact: The proposed project is located on Westside Road, west of Highway 101 southwest of Healdsburg. Summary of the project proposal is construction of a new winery building, wine caves, two new driveway entrances, tasting room improvements to existing buildings, addition of parking areas, new on-site industrial wastewater disposal system and new on-site domestic septic systems. The project site is in a rural area not served by public sewer or water. The existing project site contains slopes ranging from 5-15 percent. There are several existing buildings, an existing pond, existing gravel driveways, and existing septic systems serving the residential uses. The existing septic systems (septic tank and leachfields) will be abandoned under permit with PRMD.

A Preliminary Storm Water Mitigation Plan (Plan), December 20, 2013 was prepared by Adobe Associates, Inc. for the proposed project. The report identified sources and pollutants of concern which include landscape and planting areas which could result in sediment, nutrients, pesticides, pathogens, trash and debris. Parking lots and driveways could result sediments, metals, total petroleum hydrocarbons and trash. The report addresses Source Controls and states that runoff from on-site driveway, parking lot and roofs will be directed to the on-site vegetated buffer areas to allow for treatment. These BMPs have been designed to meet Sonoma County Low Impact Development (LID) Manual requirements.

The Plan explains that as designed, drainage from winery parking area will be directed toward a drop inlet in the center island area that will outfall upslope of the existing pond. Runoff in the area of the turnout and driveway entrance will be directed toward an existing roadside swale along Westside Road. Runoff in the area of the tasting room improvements will be allowed to sheet flow through existing vegetation toward the eastern property line which borders the Russian River. All of the project development will be over 800-feet from the Russian River. According to the Plan, there will be a slight increase in runoff for the 2-year 24-hour storm as a result of the proposed improvements. The increase in the runoff in the area of the winery improvements will be captured in the existing pond. The existing pond will have adequate capacity to capture increase. Water treatment will be achieved by allowing the runoff to flow through vegetated buffer areas prior to entering the pond. There will be a slight increase in runoff east of the tasting room improvements that will be able to infiltrate into the existing vegetation prior to exiting the property. The BMPs to be incorporated into the proposed project, including the vegetated buffer areas will provide the necessary treatment to meet the County's LID requirements.

The report concluded that runoff from the impervious roof and hardscape areas will be directed towards the proposed vegetated buffer areas. There will be no retention required as there is no increase from pre-construction to post-construction conditions.

To address storm water and related runoff concerns associated with the proposal, the Preliminary Storm Water Mitigation Plan provides for BMP Maintenance and Monitoring to be performed by the property owner. The property owner must prepare a maintenance plan, the implementation of which will keep the proposed source and treatment controls operating as originally designed and approved. At minimum, the maintenance plan shall include: the scope and frequency for inspection and scheduled maintenance, provisions for unscheduled maintenance, estimated design life including replacement. Each year the entity responsible for maintenance is required to complete an annual report that includes copies of completed inspection and maintenance activities that were conducted during the previous year. The annual report shall be retained for a period of at least five years and made available upon request to the County of Sonoma. Conditions of approval require that the County, the Regional Water Board, and Marin/Sonoma Mosquito & Vector Control District be given permission to access the property as needed for inspection and remediation. If remediation of problems is required because maintenance is inadequate, County staff may enter the property and take necessary steps to restore the BMPs to good working order.

The property owner shall be responsible for reimbursing the County for expenditures associated with restoring the BMPs to good working order.

The BMPs to be incorporated into the proposed project, including the vegetated buffer areas will provide the necessary treatment to meet the County's LID requirements, which as designed would reduce the potential impacts on water quality to a level of less than significant.

The industrial wastewater from the proposed winery's (ag processing) will be collected, aerated and stored in a series of treatment tanks to be disposed of via an irrigation system to serve the on-site vineyard. Domestic sewage disposal from the tasting rooms, marketing accommodations, guest and employee restrooms will be disposed of via on-site septic systems adjacent to the tasting rooms buildings on the east side and near the existing farmhouse on the west side. Both the winery wastewater system and the domestic systems will be designed by Adobe& Associates, a local engineering firm. The existing property consists of flat gentle sloping terrain with slopes ranging between 5-15 percent. The soil classification of the project site is "Yolo Loam" which is commonly found in the Russian River and Dry Creek Valleys and described as sandy loam, gravelly loam, silt loam, and clay loam surface layers in some areas. Based on the existing residential development on the project site and in the vicinity, Yolo Loam is suitable for domestic and industrial wastewater disposal systems. The Russian River forms the eastern boundary to the property. Both the winery wastewater system and domestic septic systems will be over 800 feet from the Russian River. There are several existing buildings on site, an existing pond, existing gravel driveways, and other improvements on site. The existing septic system is to be abandoned under a separate permit. A new septic system under a separate permit is proposed to accommodate the proposed development. Structures located within the proposed leach field are to be removed/demolished.

The Division of Environmental Health has reviewed the proposal and has recommended that prior to building permit issuance and vesting of the use permit, the applicant shall obtain a permit for the sewage disposal system. The system must be designed by a Registered Civil Engineer or Registered Environmental Health Specialist. Soils analysis, percolation and wet weather testing may be required. Wet weather groundwater testing may also be required. The sewage system shall meet peak flow discharge of the wastewater from all sources granted in the use permit and any additional sources from the parcel plumbed to the disposal system, and shall include the required reserve area. This is typically addressed as part of the building permit issuance process. The applicant has also noted that chemical toilets (portable toilets) will be utilized in addition for special events so as to minimize impacts to the on-site septic system. Additionally, all construction of buildings and wastewater systems require permits from PRMD which include erosion control and established standards to insure that no water quality standards/waste discharge requirements are violated.

Grading and septic permits shall be submitted to PRMD and are required to meet all applicable standards and provisions of the Sonoma County Code and all other applicable laws and regulations. The applicant shall show how the project will deploy construction site controls to prevent on- or off-site erosion or siltation. Also refer Please see discussion in items 9(c) through 9(e) of this checklist. The required measures will reduce potential water quality impacts to a level of less significant.

Mitigation: None required

b) Substantially deplete groundwater supplies or interfere substantially with	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact

groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	

Comment:

9.b Less Than Significant Impact: On December 30, 2015, a Project Water Use Analysis was prepared for the proposed project by Adobe Engineering, which concluded that the water demand for the proposed project would be estimated to be 5,445,272 gallons or 16.7 acre feet, annually. The winery wastewater will be recycled for irrigation purposes so the annual demand on the water wells would be reduced to 4,581,272 gallons or 14.06 acre feet.

Water Use Analysis:

Specifically, the proposed winery includes an annual production facility for 60,000 cases of wine, tasting rooms, marketing accommodations, 22 agricultural promotional events, and two industry wide events. The total annual water demand for the proposed project is estimated to be 5,445,272 gallons or 16.7 acre feet. The winery wastewater will be recycled for irrigation purposes so the annual demand on the water wells would be reduced to 4,581,272 gallons or 14.06 acre feet. The report provided a breakdown of water usage for the project using PRMD's Subsurface Waste Disposal System Design Criteria

Winery Production
Annual Water Use:
60,000 case production x 2.4 gallons per case x 6 gal water use/gal wine = 864,000 gallons

Peak Daily use During Crush:
60,000 x 2.4 x 1.5/60 day crush period = 3,600 gallons

Domestic Water:
Employees:
15 full time employees x 15 gal/day = 225 gal per day x 250 days/year = 56,250 gallons
3 part time employees x 15 gal/day = 45 gal per day x 150 days/year = 6,750 gallons
6 seasonal employees x 15 gal/day = 90 gal per day x 40 days/year = 3,600 gallons

Tasting Room Visitors:
75 peak, 25 average: 25 x 2.5 gallons x 365 = 22,813 gallons

Event Visitors:
Industry Wide 2 days x 300 visitors x 2.4 gallons = 1,500 gallons

2 events of 300 visitors x 2.5 gallons =	1,500 gallons
5 events of 120 visitors x 2.5 gallons =	1,500 gallons
5 events of 60 visitors x 5 gallons =	1,500 gallons
10 winemaker lunch or dinner of 30 visitors x 10 (incl. kitchen) =	3,000 gallons
Marketing Accommodations	
2 rooms x 120 gal/room x 24 days per year =	5,760 gallons
Total Domestic Demand:	***104,083 gallons***

Geologic Report:

On January 5, 2017, a Geologic Report (Report) was prepared for the project by EBA Engineering. The Report explains the property is currently equipped with five water supply wells located along the eastern margin of the property (see Figure 2). These wells are identified herein as Wells #1 through #5 and are used to provide water for the on-site operations, and to two neighboring property owners to the west. Further details regarding the existing and proposed water use for the respective wells are provided as follows:

Well #1: Used solely for the proposed on-site development, including the winery and tasting room.
Well #2: Currently used to supply water to a single family dwelling located on a neighboring property to the west (APN 110-240-039). The water is provided under an Easement Grant Deed. This use will not change as part of the proposed project.
Well #3: Currently used to supply water for irrigation and frost protection for the on-site vineyards. Water from this well will also be used for landscape irrigation related to the proposed on-site development.
Well #4: Currently used to supply water to the various structures and garden on the western portion of property. This use will not change as part of the proposed project.
Well #5: Currently used to supply water for vineyard irrigation on a neighboring property to the west (APN 110-240-024). Similar to Well #2, the water is provided under an Easement Grant Deed. This use will not change as part of the proposed project.

Wells #2 through #5 were installed between 1988 and 1990, whereas Well #1 was installed in 2013. These wells range in depth from approximately 60 to 110 feet below ground surface (BGS).

Wells #1 and #3 will service the proposed development. Well #1 was installed in August 2013 and was constructed with a 50-foot sanitary seal, thereby making it suitable as a public water supply source for the proposed winery and domestic uses associated with the various facility operations. As a means of confirming its suitability for the proposed improvements, an 8-hour well capacity test was performed on January 16, 2014 by Petersen Drilling & Pump, Inc. that demonstrated a sustainable yield of 45 gallons per minute (GPM) with a resulting drawdown of 1.5 feet. Full recovery following the cessation of pumping was achieved within one hour. A copy of the test pump and recovery log documenting the test results is enclosed in Appendix B to the EBA Engineering report. Well #3 will be used for landscape irrigation. For Well # 3, pumping test data is not available, but, it has a reported yield of approximately 300 GPM.

A geologic map presented in Bulletin 118-4 (California Department of Water Resources [CDWR], 1983) indicates that the central and eastern portions of the project site area are

underlain by Holocene alluvium (Qal) associated with the Russian River depositional system. The alluvium beneath and adjoining the Russian River are comprised of unconsolidated, coarse-grained gravel and sand deposits that can be highly permeable with reported yields in excess of 1,000 GPM. As you move away from the river, the alluvium contains less coarse-grained material and more silt and poorly sorted sands and gravel with lower permeability characteristics. Quaternary terrace deposits (Qt) are present along the western margin of the property that consist of cross-bedded deposits of sand and gravel originally formed as alluvial fan or stream channel deposits. Finally, the terrace deposits are bound to the west by rocks identified as the Jura-Cretaceous Franciscan Complex (KJ), which consist of sandstone, shale, greenstone, chert and serpentine. The Franciscan Complex underlies both the terrace deposits and alluvium in the area and typically exhibits very low yield characteristic (refer to Figure 3(Appendix A) for a geologic map).

The most prominent surface water feature in proximity of the project site is the Russian River, which borders the entire eastern boundary of the property. The Russian River is a managed water system as governed by State Water Resources Control Board (SWRCB) Decision 1610 (SWRCB, 1986) that receives regulated surface water discharges from Lake Mendocino and Lake Sonoma (via Dry Creek). Surface water flow in the Russian River is perennial in nature. As shown on Figure 2 (Appendix A), Wells #1 through #3 range from approximately 250 to 340 feet from the edge of the primary river channel, whereas the separation from Wells # 4 and #5 is approximately 70 feet. The project site is not located within one of the drought priority watersheds or reaches of interest identified in the State Water Resources Control Board's Russian River Tributaries Emergency Regulation. Table 1 below provides a summary of the project water demands based on Adobe's analysis in gallons per year and acre-feet per year measurements.

TABLE 1
SUMMARY OF PROJECT WATER DEMANDS

Description	*Gallons per Year*	*Acre-Feet per Year*
Winery	864,000	2.65
Domestic Use(1)	104,083	0.32
Landscape Irrigation	52,863	0.16
Extended Totals	**1,020,946**	**3.13**

(1): Domestic Use includes employees, tasting rooms, marketing accommodations and promotional/industry – wide events.

As previously noted, Well #1 will provide water supply for the winery and various domestic uses associated with the project. Based on the projections presented in Table 1, the total water demand for these sources equates to 1,020,946 gallons per year (GPY) or 3.13 acre-feet per year. In addition to total water use, the average daily and maximum peak daily demands were estimated using the same data. The average daily demand over a 365-day period equates to 2,652 gallons per day (GPD). The maximum peak daily demand, in turn, was estimated by combining applicable site activities that could theoretically occur in a given day. Information provided by the Applicant indicates that these activities could include: crush operations (3,600 GPD); promotional event visitors (300 GPD); tasting room visitors (63 GPD); marketing accommodations (240 GPD); and associated employees (360 GPD). This translates to a maximum peak daily demand of 4,563 GPD. Well #3 will be used for landscape irrigation. As outlined above, the projected total water demand for landscaping is 52,863 GPY. This translates to an average daily demand over a 365-day period of 145 GPD. In

regards to the maximum peak daily demand, the maximum use occurs over the period of June through August (22,536 gallons). Assuming a conservative irrigation cycle of one day per week, the corresponding peak maximum daily demand equates to approximately 1,735 GPD.

EBA concludes that the water supply characteristics of the underlying aquifer utilized by Wells #1 and #3 are more than adequate to accommodate the water demands associated with the proposed project and will not result in negative impacts to local groundwater or surface water resources. This conclusion is based on the following variables:

1) The site is located within a Class 1 water area, which is identified in the Sonoma County General Plan as a major groundwater basin;

2) The underlying aquifer is comprised of alluvial deposits associated with the Russian River, which is a managed water system that ensures perennial flow throughout the year and serves as a continuous source of recharge to the aquifer;

3) Well capacity test results for Well #1 demonstrated a sustainable yield of 45 GPM while only inducing 1.5 feet of drawdown. This is indicative of a highly prolific aquifer system;

4) Based on the yield characteristics of the on-site wells, the wells will only have to pump for less than two hours (Well #1) and six minutes (Well #3) per day to accommodate the peak water flow demands; and

5) The projected radius of influence characteristics induced by the pumping operations will not encroach onto neighboring properties. In addition, the proposed water use is projected to induce no measureable changes in surface water flows in the Russian River.

The project is required to meet the WELO (Water Efficient Landscape Ordinance) standards prior to building permit issuance. The EBA report was found acceptable by PRMD staff. Based on the evidence in the Geologic Report prepared by a Senior Hydrologist with EBA Engineering, the project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge in the area and not induce measure changes in the surface water flows in the Russian River reducing potential impacts to groundwater to a level of less than significant.

Mitigation: None required

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:

9.c Less Than Significant Impact: The project includes grading, cuts and fills which require the issuance of a grading permit. Unregulated grading during construction has the potential to

increase soil erosion from a site which could have adverse downstream flooding and further erosional impacts, and which could adversely impact downstream water quality.

There will be no modification of an existing waterway, nor would the project create runoff that would result in off-site or on-site flooding. All of the project development is located 950 feet or more away from the Russian River and located outside of the 200-foot Riparian Corridor setback requirement in the Zoning Code. On-site drainage patterns will not be substantially altered by the project. The project was reviewed by the Sonoma County PRMD Drainage Review Section. Grading and drainage improvement plans will be reviewed and approved by PRMD prior to the issuance of any development permits. As part of the grading plans, the applicant shall include an erosion prevention/sediment control plan which clearly shows best management practices to be implemented, limits of disturbed areas, vegetated areas to be preserved, pertinent details, notes, and specifications to prevent damages and minimize adverse impacts to the environment. These preventative measures include, but not limited to, prohibiting any tracking of soil or construction debris into the public right-of-way or drainages. Runoff containing concrete waste or by-products shall not be allowed to drain to the storm drain system, waterway(s), or adjacent lands. Erosion and sediment control measures are required to be included in the plans, limiting possible drainage impacts. Residue or polluted runoff from the crush pad or from production areas/activities shall not be allowed to drain directly to the storm drain system, waterway(s) or adjacent lands. Any waste water conveyance system shall not be allowed to be combined with the storm water conveyance system. Runoff from waste receptacles or outside washing areas shall not be allowed to drain directly to the storm drain system, waterway(s) or adjacent lands. Areas used for waste receptacles and outside washing areas shall be separated from the rest of the project site by grade breaks that prevent storm water run-on. Any surface water flow from a waste receptacle or outside washing area shall not be permitted to enter the storm drain system without receiving appropriate treatment.

Surface runoff will be routed through vegetated swales and vegetated buffer areas for treatment to mitigate pollutant loads per Sonoma County requirements. The overall increase in impervious area as a result of the project is insignificant when compared to the overall drainage basin tributary to the point of analysis on-site; therefore, surface water quantity is not expected to increase in adjacent water bodies. Surface runoff from the project site does not directly discharge into adjacent water bodies; therefore hydraulic changes are not anticipated.

County grading ordinance and adopted best management practices require grading applications and issued permits to depict and install adequate erosion prevention and sediment control best management practices. Required inspection by County inspectors insures that all work is constructed according to the approved plans. These ordinance requirements and adopted best management practices are specifically designed to maintain potential project water quantity impacts at a less than significant level during and post construction.

The proposed project has been designed and/or conditioned to prevent and/or minimize the discharge of pollutants or waste from the project site during construction. There are numerous storm water best management practices that can be utilized to accomplish this goal. These include measures such as silt fencing, straw wattles, and construction entrances to control soil discharges. Storm water best management practices also include primary and secondary containment for petroleum products, paints, lime and other materials of concern.
The applicant has submitted a preliminary report and plan to specify the location, type and approximate size of storm water best management practices necessary for the proposed project. The location of the storm water best management practices are site specific and predicated by the development. The type and approximate size of the selected storm water best management practices shall be in accordance with the adopted Sonoma County Best Management Practice Guide. The preliminary report and conceptual plan has been reviewed and approved by the

Grading & Storm Water Section of the Permit and Resource Management Department, with conditions added as needed The listed storm water best management practices, pollutants and materials of concern are examples and do not represent a comprehensive listing of all available storm water best management practices.

The project will not alter the course of a stream or river. Storm water best management practices must be installed per approved plans and specifications, and working properly prior to each rainy season (October 15 each year) and remain functional throughout the rainy season, but may not be removed before April 15. The Permit and Resource Management Department will verify storm water best management practice installation and functionality, through inspections, throughout the life of the construction permit(s). Storm water best management practices shall be designed and installed pursuant to adopted Sonoma County Best Management Practice Guide reducing pontentially significant impacts to a level of less than significant.

Mitigation Measure: None required

	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?			X	

Comment:

9.d Less Than Significant Impact: The project will not significantly alter drainage patterns on-site or in the general area, nor will it result in on- or off-site flooding. The project proposal does not include the alteration of a stream or river.

The proposed project has been designed and conditioned to prevent and/or minimize the discharge of pollutants and waste after the project is constructed (post-construction). Surface runoff will be routed through vegetated swales and vegetated buffer areas. Surface runoff from the project site does not directly discharge into adjacent water bodies; therefore hydraulic changes are not anticipated. There are numerous post-construction storm water best management practices that can be utilized to accomplish this goal. These range from project designs and/or Low Impact Development (LID) best management practices that minimize new impervious surfaces, disperse development over larger areas, and/or that create areas that allow storm water to be detained, infiltrated, or retained for later use. Other post-construction storm water best management practices include storm water treatment devices based on filtering, settling or removing pollutants.

LID is a site design strategy that seeks to mimic the pre-development site hydrology through infiltration, interception, reuse, and evapotranspiration. LID techniques include the use of small scale landscape-based best management practices such as vegetated natural filters and bio-retention areas (e.g. vegetated swales and rain gardens) to treat and infiltrate storm water runoff.

LID also requires preservation and protection of environmentally sensitive site features such as riparian buffers, wetlands, steep slopes, valuable trees, flood plains, woodlands, native vegetation and permeable soils.

The proposed project shall address water quality through storm water treatment best management practices and shall also address water quantity through storm water flow control best management practices. Storm water treatment best management practices shall be designed to treat storm events and associated runoff to the 85 percentile storm event. Storm water flow control best management practices shall be designed to treat storm events and associated runoff to the channel forming discharge storm event which is commonly referred to at the two year 24 hour storm event. Storm water treatment best management practices and storm water flow control best management practices are subsets of post-construction storm water best management practices. However, there is overlap between the two subsets. Post-construction storm water best management practices should utilize LID techniques as the first priority to the extent practicable such that they do not aggravate issues with slope stability.

The applicant has submitted a Preliminary Stormwater Mitigation Plan that states that drainage from the Ramey Winery parking area will be directed toward a drop inlet in the center island area that will outfall upslope of the existing pond. Runoff in the area of the turnout and driveway entrance will be directed toward an existing roadside swale along Westside Road. Runoff in the area of the tasting room improvements will be allowed to sheet flow through existing vegetation toward the eastern property line. There will be a slight increase in in runoff for the 2-year 24-hour storm as a result of the proposed improvements. The increase in the runoff for the area of the winery improvements will be captured in the existing pond. According to the Preliminary Stormwater Mitigation Plan, the existing pond has been evaluated and will have the capacity to capture the increase; treatment will be achieved by allowing the runoff to flow through vegetated buffer areas prior to entering the pond. There will be a slight increase in runoff east of the tasting room improvements that will filter through existing vegetation prior to exiting the property. Best Management Practices called for in the report call for preparation of a maintenance plan, preparation of an annual report, providing access to the property to regulatory agencies, and responsibility for remediation of problems.

The location of the storm water best management practices are site specific and predicated by the development. The type and approximate size of the selected storm water best management practices are in accordance with the adopted Sonoma County Best Management Practice Guide. The preliminary report and conceptual plan has been reviewed and approved by the Grading & Storm Water Section of the Permit and Resource Management Department, with conditions added as needed.

Proper operation and maintenance of post-construction storm water best management practices is needed to achieve the goal of preventing and/or minimizing the discharge of pollutants. Conditions of approval will require the proper maintenance and operation of post-construction storm water best management practices and annual reporting and certification to document proper maintenance and operation of post-construction storm water best management practices. Through the Building and Grading permit process and inspections, anticipated impacts from the proposed project including construction and post-construction activities will be reduced to less than significant level.

Mitigation: None required

e) Create or contribute runoff water which	Potentially Significant	Less than Significant with	Less than Significant	No impact

would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	Impact	Mitigation Incorporation	Impact	
			X	

Comment:

9.d Less Than Significant Impact: The proposed project has been conditioned to prevent and/or minimize drainage impacts through the proper design and installation of a storm water drainage system. Drainage impacts typically include storm water intrusion into structures, flooding of local roadways, soil erosion, standing water, and nuisance conditions for property owners and neighbors. Storm water drainage systems may take many forms such as site grading, swales, ditches, small or single run drain pipes, a piping system or network, or a combination of all these. The project will involve construction activities as described above, which are over 950 feet away from the Russian River located west of the proposed improvements.

On December 20, 2013, a Preliminary Storm Water Mitigation Plan (Plan) was prepared by registered civil engineers of Adobe & Associates (refer to Attachments). The Plan states that pollutants of concern include landscape and planting areas, and parking lots and driveways.

Source Controls:
The Plan explains that the project site's runoff from on-site driveways, parking lots, and roofs will be directed to on-site vegetated buffer areas to allow for treatment. These Best Management Practices have been designed to meet the Sonoma County LID Manual requirements.

Channel Forming Discharge:
The Plan explains drainage from the winery parking area will be directed toward a drop inlet in the center island area that will outfall upslope of the existing pond. Runoff in the area of the turnout and driveway entrance will be directed toward an existing roadside swale along Westside Road.

The Plan explains runoff on the area of the tasting rooms will be allowed to sheet flow through existing vegetation toward the eastern property line. There will be a slight increase in runoff for the 2 year 24-hour storm as a result of the proposed improvements.

The increase in the runoff in the area of the Winery improvements will be captured in the existing on-site pond which has the capacity to capture the increase. Treatment will be achieved by allowing the runoff to flow through the vegetated buffer areas prior to entering the pond. There will be a slight increase in runoff east of the tasting room improvements that will filter through vegetation prior to exiting the property. Refer to attachment of the Plan.

Conclusion:
Adobe & Associates concludes that the runoff from the impervious roof and landscape areas will be directed towards the proposed vegetated buffer areas. Retention will not be required as there is not increase from the pre-construction to post-construction runoff conditions. The Best Management Practices proposed for this project, the vegetated buffer areas, will provide the treatment necessary to meet the County's LID requirements.

Furthermore, conditions of approval require that the construction plans include a storm water drainage system that adequately addresses drainage impacts (typically including storm water intrusion into structures, flooding of local roadways, soil erosion, standing water, and nuisance

conditions for property owners and neighbors) and includes design features to control drainage in substantial conformance with the final drainage report. The design and sizing of the storm water drainage system shall be in compliance with the adopted Sonoma County Water Agency Flood Control Design Criteria, 1983 or most recently revised edition.

The construction plans and final drainage report shall be prepared by a civil engineer, registered in the State of California, be submitted with the grading and/or building permit application and/or improvement plans, as applicable, and be subject to review and approval by the Grading & Storm Water Section of the Permit and Resource Management Department prior to the issuance of any grading or building permits. At the time of improvement plan submittal or grading or drainage permit application, the applicant shall submit a final stormwater and drainage report for the proposed project. A typical drainage report will include a project narrative, on- and off-site hydrology maps, hydrologic calculations, hydraulic calculations, pre- and post-development analysis for all existing and proposed drainage facilities. The drainage report shall abide by and contain all applicable items in the Drainage Report Required Contents (DRN-006) handout. Through the Grading permit process and best management practices required to be implemented under this permit, the proposed development would not substantially alter drainage patterns or capacities of the project site, or result in substantial additional sources of polluted runoff reducing potential impacts to a level of less than significant.

Mitigation: None required

f) Otherwise substantially degrade water quality?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:

9.f Less Than Significant Impact: (Refer to discussion above in items 6.e. and 9.a. and 9.e. above in this initial study checklist). Drainage from the winery parking area will be directed toward a drop inlet in the center island area that will outfall upslope of the existing pond. Runoff in the area of the turnout and driveway entrance will be directed toward an existing roadside swale along Westside Road. Runoff in the area of the tasting room improvements will be allowed to sheet flow through existing vegetation toward the eastern property line. The increase in the runoff in the area of the winery improvements will be captured in the existing pond. The existing pond has been determined to have the capacity to capture the Delta Volume increase; treatment will be achieved by allowing the runoff to flow through vegetated buffer areas prior to entering the pond.

Because all development will be 950 feet or more away from the Russian River and with the requirements under the Building and Grading permit, the project would not substantially degrade water quality.

Mitigation: None required

g) Place housing within a 100-year hazard area as mapped on a federal Flood hazard Boundary of Flood Insurance Rate Map	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

or other flood hazard delineation map?				

Comment:
9.g. Less Than Significant Impact: The project property is located within Flood Zone AE and Zone X as shown on FEMA flood maps (FIRM Panel No. 06097C0563E, December 2, 2008), however, the development area of the project site is not located in a flood hazard area, being located just east of the identified flooding boundary. See discussion below under item 9(h) for mitigation requirements associated with flood hazards.

Mitigation: None required

	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?			X	

Comment:
9.h. Less Than Significant Impact: General Plan Public Safety Element Policy PS2l states "On-site and off-site flood related hazards shall be reviewed for all projects located within areas subject to known flood hazards."

General Plan Public Safety Element Policy PS2m states "Regulate development; water diversion; vegetation management; grading and fills to minimize any increase in flooding and related damage to people and property."

The project site on the east side of the road is designated in the F1 (Floodway) or F2 (Secondary Floodplain) overlay zoning designations. However, the project Site Plan demonstrates that the project development will be setback outside of these areas.

The PRMD Grading & Stormwater Section has reviewed the proposed project and has indicted that portions of the proposed project are located within a Special Flood hazard Area (SFHA) and is affected by flooding from the Russian River. It was noted that no fill shall be placed with a SFHA unless an engineering analysis demonstrates that no reduction in the flood storage capacity within the SFHA will result from the fill placement and related improvements. Any land subject to inundation by a SFHA shall be delineated and shown on the grading plans as "SUJECT TO INUNDATION" in one inch lettering. The base flood elevation is estimated to be at 79 feet above mean sea level. The grading plans shall show all elevations based upon the North American Vertical Datum of 1988 (NVGD 88).

As noted above, the proposal will not result in the placement of permanent structures intended for human habitation or residential units within the floodway as identified on the FEMA FIRM Map. The only improvements that will be placed within the floodway will include landscaping and both the permanent parking field and the overflow parking area. All other improvements will be placed outside of the floodway. However, the applicant did note that picnic tables would be seasonally placed in the walnut grove near the Russian River, which would be in the floodway. These are not structures and would be only placed in this area seasonally to correspond with non-winter months and would be removed prior to winter and thus not resulting in any encroachments placed in the floodway. Provided compliance with the recommendations of the Grading and Stormwater Section of PRMD are adhered to, no significant impacts are anticipated and such impacts would be

reduced to less than significant level.

Mitigation: None required

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X		

Comment:

9.i. Less Than Significant Impact: The eastern portion of the project site is located in an area subject to flooding or inundation as a result of dam failure (See General Plan Public Safety Element Figure PS1f). This affects the entire Russian River watershed due to Warm Springs Dam and Lake Mendocino to the north. The project site is located south of the Warm Springs Dam. Warm Springs Dam regulates the headwaters of Dry Creek. It was built in 1982 and forms Lake Sonoma Reservoir which holds a water supply of 212,000 acre-feet and a flood pool of 130,000 acre-feet. It is owned by the US Army Corps of Engineers (USACE). Water supply releases from this dam are controlled by the Sonoma County Water Agency (SCWA), with the exception of water released for flood control, which is managed by the Corps. In September 2014, after the recent Napa earthquake (2014), engineers with the Army Corp of Engineers inspected the dam structure and determined the dam remains structurally sound with no damage from the recent earthquake. With the dam oversight and continued inspection by the Corp engineers, it's highly unlikely the project site would be significantly impacted by a failure of the Warm Springs Dam.

Furthermore, as discussed above in item 9(h), no permanent structures will be placed within the floodway or floodplain areas. However, the existing hop kiln and baling barn are located on the east side along with the proposed parking fields and landscaping. The winery and associated wine cave will be located on the west side of the property outside of the dam inundation zone. All improvements and substantial improvements shall be established in compliance with Chapter 7b of the County Code and shall be designed by a registered civil engineer to address compliance with the County's Flood Damage Prevention section of the County Code. Specifically all improvements and substantial improvements shall be designed to be adequately anchored to prevent floatation, collapse or lateral movement of the structure, resulting from hydrodynamic and hydrostatic loads, including effects of buoyancy.

Mitigation: None required

j) Inundation by seiche, tsunami, or mudflow?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

9.j No Impact. The project site is located in the Russian River Valley, not located in the coastal area which is an subject to seiche or tsunami hazards. Mudflows can be triggered by heavy rainfall, earthquakes or volcanic eruption in areas of hillside. The project site is located on the

valley floor and not in an area prone to or history of seiche, tsunami, or mudflow hazards.
Mitigation: None required

10. LAND USE AND PLANNING - Would the project:

a) Physically divide an established community?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

Comment:
10.a Less Than Significant Impact. The project site is within a rural, unincorporated area in the western portion of Sonoma County, several miles southwest of Healdsburg. The project would not divide an established community.

Mitigation: None required

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:
10.b. Less Than Significant Impact: (Also refer to discussion under items with regard to the project site's combining zones: 3 Biological Resources, 5 Cultural Resource, and 9 Hydrology and Water Quality). The General Plan land use designation for the site is LIA 60 (Land Intensive Agriculture, 60/100-acre minimum density), with a Zoning designation of the property is LIA B6 60, F1, F2, RC200/100, SR, VOH (Land Intensive Agriculture, 60-acre minimum density, Combining Districts). The RC combining zone is established to protect biotic resource communities, including critical habitat areas within and along riparian corridors, for their habitat and environmental value, and to implement the provisions of the General Plan Open Space and Resource Conservation and Water Resources Elements. The "200/100" under the RC designation references a 200 foot minimum streamside conservation area shown in the zoning database, and a 100 foot minimum setback for agricultural cultivation. The F1 combining district is in reference to a portion of the property (area along the Russian River) lying within a floodway. The F2 combining district is in reference to a portion of the project site lying within the identified 100-year floodplain. The SR combining district is in reference to the frontage of the property along Westside Road having a Scenic Resources designation. The property also has a Valley Oak Habitat Combing District (VOH) designation, which addresses the protection and enhancement of valley oak woodlands.

This designation and zoning allows agricultural product processing, wineries, tasting rooms, and special events as conditional uses. The applicants are seeking approval of a Conditional Use Permit for the establishment of a winery, wine caves, tasting facility and marketing accommodation which will be located on both east and west side of the property. Specifically, the project include a new winery and wine caves on the west side of Westside Road, and on the east side of Westside Road will involve the re-purposing/refurbishing of the existing hop kiln into a tasting room and the refurbishing of the hop baling barn into a private tasting room with a two-guest room marketing accommodations. This includes the construction of additional parking, driveways and the enlarging of the existing driveways in order to meet fire safe standards. The proposal also includes 24 agricultural promotional events with a range of guests (10 events and 30 guests, 5 events with 60 guests, 5 events with 120 guests, and 2 events with 300 guests) and participation in industry-wide events totaling two day events with a maximum of 300 guests.

The following consistency analysis evaluates each of the proposed uses in the project.

Winery and Tasting Facility: The proposed winery and tasting facility use is consistent with the LIA requirements. It will continue as an ancillary use to the existing vineyard with the production of grapes which are grown on site and in the general region, totaling approximately 42 acres out the 75-acre parcel. The proposed project is consistent with the General Plan's Agricultural Element Goals, Objectives and Policies, which include the following:

"Policy AR-4a: The primary use of any parcel within the three agricultural land use categories shall be agricultural production and related processing, support services, and visitor serving uses. Residential uses in these areas shall recognize that the primary use of the land may create traffic and agricultural nuisance situations, such as flies, noise, odors, and spraying of chemicals."

Comment: The project site is within the LIA General Plan land use category, and the primary proposed use would retain existing residential and vineyard with the addition of a winery, wine caves and tasting room facility to process and promote local wine grapes. The primary potential land use conflicts associated with the wineries and adjacent residences are noise, traffic, odor and light. Conditions and mitigation measures have been added to the proposed project to address light (exterior lighting shall be low mounted, downward casting and fully shielded to prevent glare). Noise generated by the proposed tasting facility and associated events must be controlled in accordance with the standards set in the Noise Element of the Sonoma County General Plan. Traffic conditions are addressed in the Transportation section of this Initial Study.

"GOAL AR-5: Facilitate agricultural production by allowing agriculture-related support uses, such as processing, storage, bottling, canning and packaging, and agricultural support services, to be conveniently and accessibly located in agricultural production areas when related to the primary agricultural production in the area."

Comment: The proposed winery and wine tasting facility and associated promotional events would be located in an area primarily in agricultural uses, included planted in vines. The proposal would create a consolidated facility with both the growing of grapes, processing and marketing of the product grown on-site.

"Objective AR-5.1: Facilitate County agricultural production by allowing agricultural processing facilities and uses in all agricultural land use categories."

Comment: The subject site is designated as LIA, which is considered one of the primary agricultural land use designations.

"Policy AR-5a: Provide for facilities that process agricultural products in all three agricultural land use categories only where processing supports and is proportional to agricultural production on site or in the local area."

Comment: The site has an agricultural land use designation, LIA, grapes produced on-site and from the local area would processed and bottled on-site once the proposed winery and associated cave are constructed. Of the 75 acre parcel, approximately 42 acres are currently planted in grapes, of the remaining 33 acres, 3.75 total acres is comprised of existing and proposed development, which is 5 percent of the total parcel size. The processing component is in proportion to the on-site agricultural production. None of the existing vineyard will be removed to accommodate the proposed uses or site infrastructure. The processing component is in proportion to the on-site agricultural production.

Policy AR-5c: Permit storage, bottling, canning, and packaging facilities for agricultural products either grown or processed on site provided that these facilities are sized to accommodate, but not exceed, the needs of the growing or processing operation. Establish additional standards in the Development Code that differentiate between storage facilities directly necessary for processing, and facilities to be utilized for the storage of finished product such as case storage of bottled wine. Such standards should require an applicant to demonstrate the need for such on-site storage.

Comment: The proposed project would result in the construction of a 60,000 case winery and associated caves, where such products would be marketed and sold on-site.

Policy AR-5g: Local concentrations of any separate agricultural support uses, including processing, storage, bottling, canning and packaging, agricultural support services, and visitor-serving and recreational uses as provided in Policy AR-6f, even if related to surrounding agricultural activities, are detrimental to the primary use of the land for the production of food, fiber and plant materials and shall be avoided. In determining whether or not the approval of such uses would constitute a detrimental concentration of such uses, consider all the following factors:

1. *Whether the above uses would result in joint road access conflicts, or in traffic levels that exceed the Circulation and Transit Element's objectives for level of service on a site specific and cumulative basis.*

Comment: Within one-half mile of the project site there are three existing wineries, one proposed winery, and a stand-alone tasting room. Out of these sites, only two of the existing wineries were approved to hold events.

Within a 1.5 miles radius from the project site also located on Westside Road, there are nine existing wineries with tasting rooms and events, and one proposed winery with a tasting room and events.

Winery Name	File Number	Location	Annual Case production	Tasting Room/Hours	Events yes/no Event Specifications
South of Project Site					
Williams-Selyem Winery	PLP04-0062	7227 Westside Rd	35,000 cases	Tasting hours 10AM - 5 PM	No

Porter Creek Vineyards	UPE86-0136	8735 Westside Rd	9,000	10 AM – 4 PM	? No
Thomas George Estates	UPE10-0019	8075 Westside Rd	20,000	10 AM – 6 PM	Yes. 16 annual ag promo events w/ 125 max guests
North of Project Site					
Rochioli Vineyards and Winery	UPE03-0019	6192 Westside Rd	15,000	8 AM – 6 PM	No
Landmark Vineyards – Hop Kiln Winery	UPE8021 & PLP13-0011	6050 Westside Rd	21,026		15 annual ag. promo.events w/ 200 max.
Arista Winery	UPE04-0113 B	7015 Westside Rd	20,000	10 AM – 5 PM	Yes
Gracianna Tasting Room	UPE10-0021	6914 Westside Rd	?	10 AM – 6 PM	? No
Allen Family Vineyards	UPE04-0018	6575 Westside Rd	16,000	No	No
DuMOL Winery/Flax Vineyards (***Proposed***)	UPE16-0102	6677 Westside Rd	492 cases	Yes 10 AM – 5 PM	Yes 4 ag promo events w/ 100 max guests and 14 ag promo events w/50 guests. Three industry wide events

Lands surrounding the subject property are residential and agricultural with vineyards and wineries. A Traffic Impact Study was prepared for the project by W-Trans, who concludes that based on their review and analysis performed, it's anticipated that the project will have a limited impact on traffic operation along Westside Road, and the project will generate fewer special event trips than that of the previous use for Westside Farms pumpkin farm. W-Trans explains that Westside Farms was the previous owner who held harvest market each fall which included a pumpkin patch, hay rides, and sales of hand-crafted foods and gift items. This event lasted the month of October each year and drew up to 600-persons on a peak day. According to W-Trans the prior use generated substantially more event traffic during the month of October than the currently proposed project will generate over a course of an entire year. The proposed project is not expected to significantly contribute to roadway conflicts or result in traffic levels of service beyond County standards. (See Transportation section, below, for further discussion.)

2. *Whether the above uses would draw water from the same aquifer and be located within the zone of influence of area wells.*

Comment: Specifically, the proposed winery includes a production facility for 60,000 cases of

wine, tasting rooms, marketing accommodations, 22 agricultural promotional events, and two industry-wide events. The total annual water demand for the proposed project is estimated to be 5,445,272 gallons or 16.7 acre feet. The winery wastewater will be recycled for irrigation purposes so the annual demand on the water wells would be reduced to 4,581,272 gallons or 14.06 acre feet according to the water analysis prepared by Adobe & Associates.

On January 5, 2017, a Geologic Report (Report) was prepared for the project by EBA Engineering. The Report explains the property is currently equipped with five water supply wells located along the eastern margin of the property (see Figure 2). These wells are identified herein as Wells #1 through #5 and are used to provide water for the on-site operations, and to two neighboring property owners to the west. EBA concludes that the water supply characteristics of the underlying aquifer utilized by Wells #1 and #3 are more than adequate to accommodate the water demands associated with the proposed improvements and will not result in negative impacts to local groundwater or surface water resources. This conclusion is based on the following factors:

1) The site is located within a Class 1 water area, which is identified in the Sonoma County General Plan as a major groundwater basin;

2) The underlying aquifer is comprised of alluvial deposits associated with the Russian River, which is a managed water system that ensures perennial flow throughout the year and serves as a continuous source of recharge to the aquifer;

3) Well capacity test results for Well #1 demonstrated a sustainable yield of 45 GPM while only inducing 1.5 feet of drawdown. This is indicative of a highly prolific aquifer system;

4) Based on the yield characteristics of the on-site wells, the wells will only have to pump for less than two hours (Well #1) and six minutes (Well #3) per day to accommodate the peak water flow demands; and

5) The projected radius of influence characteristics induced by the pumping operations will not encroach onto neighboring properties. In addition, the proposed water use is projected to induce no measureable changes in surface water flows in the Russian River.

3. *Whether the above uses would be detrimental to the rural character of the area.*

Comment: The site of the new winery and tasting facility is to be located within an area primarily developed with single family residences, vineyard, wineries, tasting rooms, and small family farms. The project includes the refurbishing of the existing hop kiln and baling barns and the construction of a new winery and wine caves that will be constructed in such a manner that will create a low profile winery building. No vines would be removed to accommodate the project. As discussed in the Cultural Resource section of this initial study, preliminary review was done by both the Sonoma County Landmarks Commission and the Design Review Committee who had no objection to the project proposal. Both Committees had recommendations in terms of overall project design and the final plans need to be reviewed by both Committees in a joint meeting.

Under the Aesthetics section of this Initial Study, the impacts from the project are expected to be no impact to less than significant. The location and scale of the proposed wine tasting facility use would result in the refurbishing of existing structures and are situated below road grade and the architecture to be employed would result in retaining the original architecture of the barns thus not altering the character of the property and surrounding properties.

Based on the size of the winery's annual case capacity and sensitivity analysis done by the traffic engineer for events, with mitigation incorporated into the project, there are no significant traffic impacts. Based on the above information the proposed project will not be detrimental to the community character or result in an over concentration of wineries in the near vicinity.

"Policy AR-6d: Follow these guidelines for approval of visitor serving uses in agricultural areas:

1. *The use promotes and markets only agricultural products grown or processed in the local area.*

Comment: The applicant has indicated that "the Ramey Winery is currently housed in two leased buildings in the City of Healdsburg and produces 40,000 cases of wine annually with its own staff and equipment. The wine has been widely critically acclaimed and is distributed nationally and internationally." Grapes grown and harvested at the site are currently processed elsewhere, but once the winery is constructed, the processing would occur on-site as a finished product for sale/tasting during daily operation of the facility as well as during industry events. There will be no weddings at the site, but rather agricultural industry events promoting the wine.

2. *The use is compatible with and secondary and incidental to agricultural production activities in the area.*

Comment: The primary agricultural production activity in the project area is vineyards for the processing of wine. Because the proposed tasting facility would facilitate the sale and promotion of agriculture products grown on the site, the facility itself would be located within existing barns that would be refurbished and overflow parking would only be utilized for events and not change or alter the use of the vineyard, it is considered incidental and secondary to the agricultural and residential activities on-site and in the area. No aspects of the existing agricultural use will be displaced by the proposed use.

3. *The use will not require the extension of sewer and water.*

Comment: The use will be served by on-site septic system and water. Extension of sewer and water lines will not be required.

4. *The use is compatible with existing uses in the area.*

Comment: The tasting room will operate only during normal business hours, but will however include up to 22 agricultural events with a range of guests and two industry wide events, with a maximum of up to 300 people per event. These events would occur throughout the year and will not be concentrated in any one month. Event noise such as concerts and weddings are not planned, nor requested, at the winery. The winery does plan to participate in two industry- wide events per year. Although the project would utilize amplified music and speech, mitigations include: (1) amplified music and speech at events only occur during daytime hours within the baling barn or tasting room buildings; (2) outdoor events in the vicinity of the winery with non-amplified outdoor music and/or speech may occur outdoors during daytime hours (7:00 a.m. to 10:00 p.m). With the mitigations noted above, the facility and the infrequent number of events throughout the year, with all parking to be contained on-site, the project/use should not be disruptive to neighbors. The project site is the former Westside Farms that was once a pumpkin patch that during the month of October on busy weekends would attract hundreds of people.

5. *Hotels, motels, resorts, and similar lodging are not allowed.*

Comment: The proposed project does not include any overnight marketing accommodations open

to the public. The wine tasting facility will provide for marketing accommodations, located on the upper floor of the barn, with two guest rooms. These will only be made available to wine industry representatives on a limited basis.

6. *Activities that promote and market agricultural products such as tasting rooms, sales and promotion of products grown or processed in the County, educational activities and tours, incidental sales of items related to local area agricultural products are allowed.*

Comment: The project includes the establishment of a new tasting room proposed for sales and marketing that promotes local wine. The proposal will also include up to 22 agricultural promotional events per year with a range of guests (10 events and 30 guests, 5 events with 60 guests, 5 events with 120 guests, and 2 events with 300 guests) and participation in industry-wide events totaling two day events with a maximum of 300 guests on property totaling 75 acres.

The project as proposed is consistent with the General Plan and Zoning Ordinance policies related to agricultural processing facilities and related visitor serving uses. Mitigation measures and monitoring have been incorporated into this Initial Study to reduce potential environmental impacts; thus potential conflicts with land use and zoning policies are considered less than significant. The existing vineyard operation is a permitted use and is not a part of the project or subject to CEQA requirements.

Mitigation: None required

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

Comment:
10. c No Impact. Habitat conservation plans and natural community conservation plans are site-specific plans to address effects on sensitive species of plants and animals. The project site is not located in an area subject to a habitat conservation plan or natural community conservation plan.

Mitigation: None required

11. MINERAL RESOURCES *Would the project:*

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

Comment:
11.a. No Impact. There are no known mineral resources on the project site. The site is not designated in an MR (Mineral Resource) zoning district.

Mitigation: None required				
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
Comment: **11.b. No Impact.** The project site is not locally designated as a mineral resource. The site is not designated in an MR (Mineral Resource) zoning district.				
Mitigation: None required				

12. NOISE - Would the project:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X		

Comment:
12. a. Less Than Significant Impact with Mitigation Incorporated. The Noise Element of the Sonoma County General Plan establishes goals, objectives and policies including performance standards to regulate noise affecting residential and other sensitive receptors. The general plan sets separate standards for transportation noise and for noise from non-transportation land uses.

A Noise Assessment was prepared by Illingworth & Rodkin, Inc., on October 2013, revised September 2015, and revised again on February 8, 2017. On August 16, 2017, an Addendum to the Environmental Noise Assessment was submitted by Ilingworth and Rodkin to consider noise impacts to another existing residence located at 7181 Westside Road immediately south of the project site (see Residence 4 in Figure 1 in the Addendum dated August 16, 2017).

The Noise Assessments evaluated the existing noise environment and the potential for increased noise as a result of the proposed winery project for property located at 7097 Westside Road. The proposed project includes production of 60,000 cases of wine, tasting room, retail sales, and an area designated for trade-related events. On the eastern side of Westside Road, the existing hop kiln will be converted into a public tasting room, and the baling barn is to be converted into a private tasting room with a two room marketing accommodation on the upper floor. The two buildings are to be connected by a pedestrian bridge, which is part of the construction project. On the western side of the roadway, a new 60,000 winery production facility with a wine cave area for wine barrel storage. The west-side facilities are not to be open to the public, except by

private invitation. Additionally, entryways, driveways, parking, walkways and site accessibility features are included in the project.

The winery operations will include public tastings, retail sales, and trade-related events. The staff will include 15 employees between the winery and the tasting room. On Average 52 visitors per day is expected for tasting. The project includes provisions for 22 agricultural promotional events and two industry wide events.

The winery is situated on a 75-acre parcel of land formerly occupied by Westside Farms. The property is bordered to the northwest by Arista Winery, to the south west by Williams-Selyem Winery, and to the south and east by the Russian River. On the opposite side of the river is Riverfront Regional Park. To the south of the property lie single-family residences.

Noise sensitive receptors include four nearby residences within the project vicinity. The noise assessment noted that the primary ambient source of noise in the project area is the traffic along Westside Road. Other contributors to noise include air planes flying overhead, and agricultural-related activities in the area.

The Sonoma County General Plan Noise Element identifies a goal to:

"Protect people from the adverse effects of exposure to excessive noise and to achieve an environment in which people and land uses function without impairment from noise."

The following General Plan policies, which are applicable for use at the project, are intended to achieve this goal include:

NE-1c: Control non-transportation-related noise from new projects. The total noise level resulting from new sources shall not exceed the standards in Table NE-2 of the recommended revised policies as measured at the exterior property line of any adjacent noise-sensitive land use.

According to the Nosie Assessment, there are a number of operations associated with the proposed winery, tasting rooms, and events that will produce noise. These include:

1. Project traffic noise;
2. Winery and seasonal production operations;
3. Maintenance and forklift operations; and
4. Special event noise

Project Traffic Noise:
The noise assessment examined Project Traffic, specifically traffic associated with parking lot and truck traffic noise. According to the assessment, on the east side of Westside road where the tasting room and office and industry accommodations are located, the existing driveways and parking areas will be used. The parking lot will be improved, but the general location will remain the same. Residence 1, located at the southern boundary of the winery property is approximately 960 feet from the nearest parking area; Residence 2, located further south along Westside road and Residence 3 are located approximately 1,220 and 1,210 feet, respectively from the nearest parking area. Based on these distances, noise generated by automobile and light vehicles would be between 28 and 38 dBA at residence 1 and between 25 and 35 dBA at both residence 2 and 3. Given the expected visitor and employee use, these activities are expected to occur for less than five minutes out of an hour on a typical day and fall in the L_{02} NE-2 daytime category of 65 dBA. However, during events or on busy weekends, such activities may occur more frequently and fall into the L_{08} NE-2 daytime category of 60 dBA. Based on this finding, noise levels

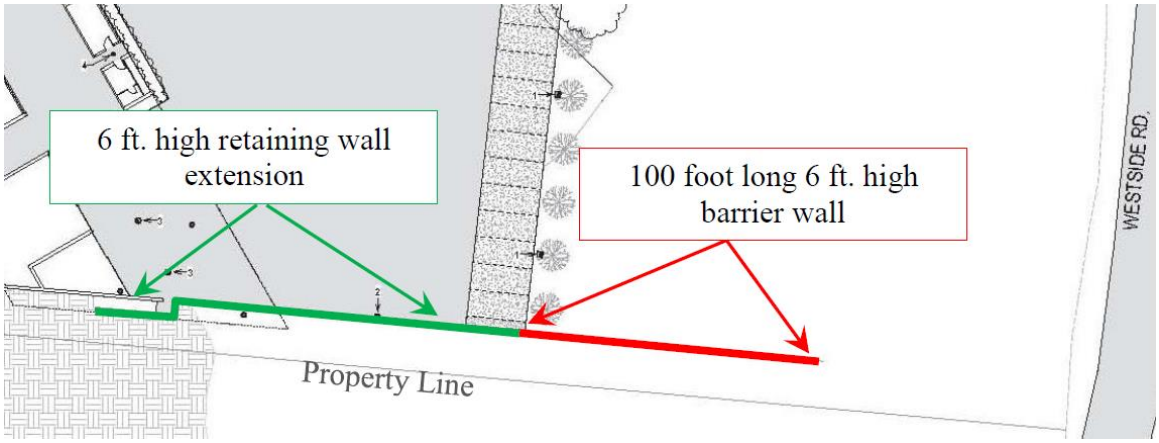
associated with automobiles and light vehicles using the project driveways and parking lots would not exceed the daytime NE-2 noise standards at the nearest residence.

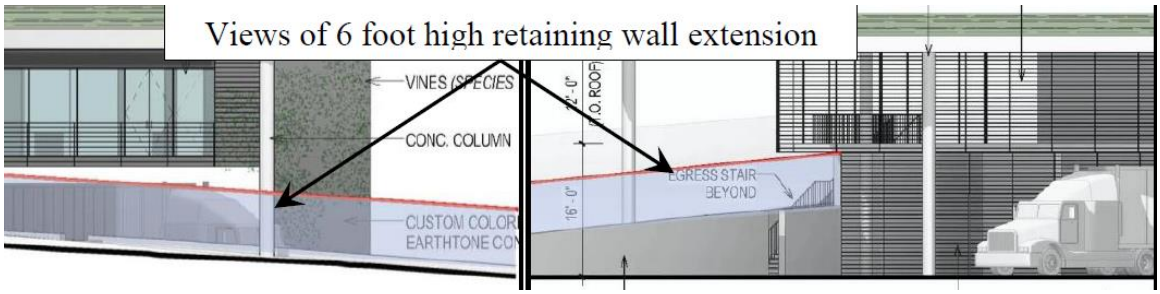
Relative to truck traffic, trucks visiting the project site will use the new driveway to access the winery facility on the west side of the roadway. The main winery access path will take constant speed and maneuvering trucks within respective distances of approximately 1,170 to 1,335 feet of Residence 1, 1,290 to 1,595 feet of Residence 2, and 1,200 to 1,515 feet of Residence 3. Utilizing these distances, noise generated by heavy duty trucks may range from 48 to 56 dBA at Residence 1 and from 47 to 55 dBA at both Residence 2 and 3. Truck operations are expected to occur during daytime hours only and on a basis of one to five minutes per hour, or less, since it is unlikely that more than one heavy truck would arrive and depart during any given hour. Thus truck operations would fall in the L_{02} NE-2 category of 65 dBA at adjacent residential uses.

For Residence 4, in the Addendum submitted by Illingworth and Rodkin dated August 16, 2017 (August 2017 Addendum); noise levels associated with automobiles and light vehicles using the project driveways and parking lots would not exceed the daytime NE-2 noise standards at the property line.

Based on these findings, noise associated with truck traffic at the project is not expected to exceed daytime NE-2 noise standards at Residences 1, 2, and 3. However, in the August 2017 Addendum, Ilingworth and Rodkin explain the noise associated with medium truck traffic at the project is not expected to exceed daytime NE-2 noise standards at the property line of Residence 4 located at 7181 Westside Road, however heavy truck traffic would exceed these standards by up to 5 dBA and mitigation is required. Trucks visiting the winery site will use the new driveway and parking , truck loading and turn around area to access the wine production facility on the west side of the roadway. The centerline of the main winery access path will take constant speed and maneuvering trucks within 50 feet from the property line of Residence 4. However, at this close proximity the proposed retaining wall at the edge of the parking / truck turn around area will act as a partial barrier to property line truck noise. Where truck noise is unshielded by the retaining wall the distance from the centerline of the main winery access path to the property line is 90 feet. Using this closest unshielded distance, noise generated by heavy-duty trucks may range from 65 to 70 dBA and medium-duty trucks may range from 55 to 60 dBA at the property line of Residence 4. Truck operations are expected to occur during daytime hours only and on a basis of one to five minutes per hour, or less, since it is unlikely that more than one heavy truck would arrive and depart during any given hour. Thus, truck operations would fall in the L02 NE-2 category of 65 dBA (see Table 2 in the Addendum report).

Illingworth and Rodkin concludes, based on these findings, that noise associated with medium truck traffic at the project is not expected to exceed daytime NE-2 noise standards at the property line of Residence 4, however heavy truck traffic would exceed these standards by up to 5 dBA. Mitigation is required to reduce the noise levels from heavy trucks.





Mitigation for Truck Noise Attenuation*: To reduce noise levels from heavy trucks using the truck loading and turn around area the height of the retaining wall on the south side of the loading area should be extended to 6 feet above existing (above retaining wall) grade. A wall with a height of 6 feet above the existing ground level should then be extended for 100 feet parallel to the property line as shown in Figure 2 above*

Winery Mechanical Equipment:
Relative to mechanical equipment noise, the winery will include noise-generating mechanical equipment, such as air-cooled condensing units, pumps and compressors, as well as, less-significant sources of noise, such as air-conditioning systems and exhaust fans. The project description and drawing do not indicate the precise location of such equipment. The equipment may be located within the structures or positioned so that the structures provide shielding for noise caused by the equipment. The noise assessment considered the "worst-case scenario" where the equipment is placed outside of production buildings and not shielded from the adjacent residences, the equipment may be located as close as 1,210 feet from Residence 1, as 1,300 feet from Residence 2, and as close as 1,170 feet from Residence 3. The assessment indicates that constant L_{50} noise levels from mechanical equipment may be between an L_{50} of 32 and 34 dBA at Residence 1 and 2 and between an L_{50} of 33 and 35 dBA at Residence 3.

However, in the August 2017 Addendum, Ilingworth and Rodkin explain the noise associated with mechanical equipment is expected to exceed daytime or nighttime NE-2 noise standard at the property line of Residence 4 located at 7181 Westside Road and mitigation is required.

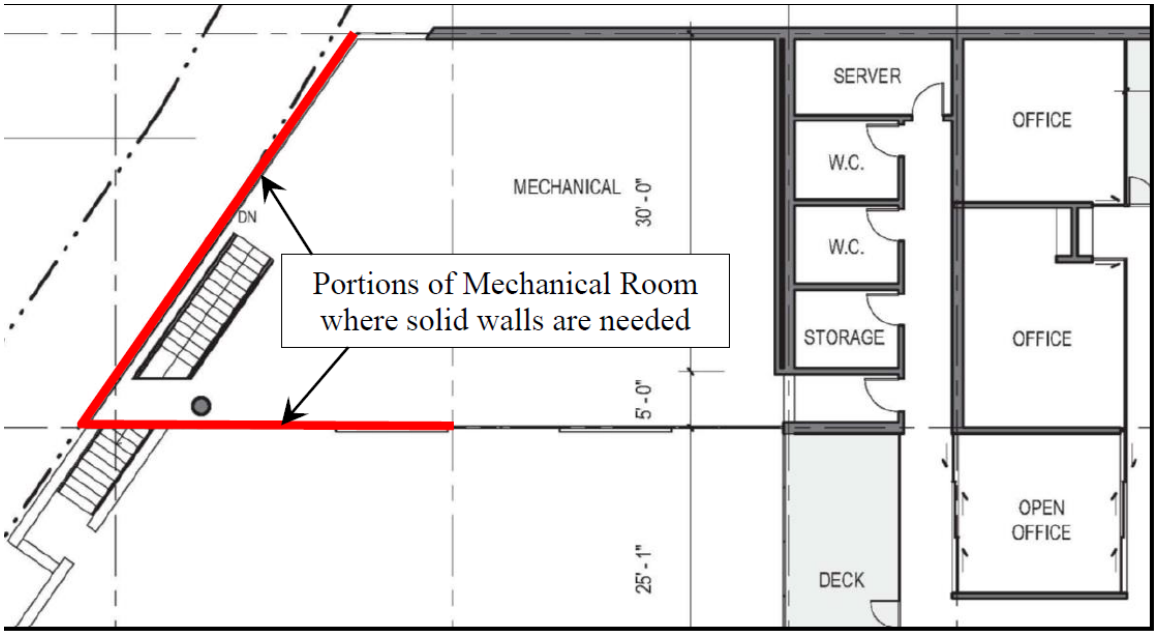


Figure 3: Mechanical Room Mitigation

Mitigation for Mechanical Equipment Room*: The southern façade and part of the eastern façade (to cut line 9 as shown in the project drawings) of the Mechanical Equipment Room of the winery building should constructed as solid walls.*

Winery Crush-Related Noise:
Annual crush-related activities would take place within the new wine production building. The crush pad & press equipment room will be located on the first floor and on the western side of the building, which indicates considerable shielding of crush-related noise by the building itself from nearby residences. Based on the winery floor plan, the space above the crush pad will be open to the second floor, but it is unclear if the area will be open or closed to nature. Assuming the worst case scenario, crush-related activities will be considered to occur outdoors. The future crush pad was estimated to be within 1,280 feet of Residence 1, within 1,400 feet of Residence 2 and within 1,275 feet of Residence 3. Constant L50 noise levels from crush-related activities would be approximately 38 dBA at Residence 1, 37 dBA at Residence 2, and 38 dBA at Residence 3. The maximum noise events discussed above, such as bin drops, etc., would be an L_{02} of 42 to 52 dBA at Residence 1, 41 to 51 dBA at Residence 2, and 42 to 52 dBA at Residence 3.

In the August 2017 Addendum, Ilingworth and Rodkin explain noise levels from crush-related activities would be 56 dBA at the property line of Residence 4 located at 7181 Westside Road. The maximum noise discussed in the original Noise assessments, such as bin drops, etc., would be an L02 of 60 dBA at the property line of Residence 4 and the noise associated with crush related noise is not expected to exceed daytime or nighttime NE-2 noise standard at the property line of Residence 4.

Based on these findings, noise associated with crush-related noise is not expected to exceed daytime or nighttime NE-2 noise standard at the nearest residence and no mitigation is needed.

Bottling Noise:
Bottling will be done in the production facility area, next to the truck access loading zone. The building will provide shielding from noise created during bottling activities. The distances from the

bottling area to nearby residences are as follows: 1,225 feet from Residence 1, 1,345 feet from Residence 2, and 1,200 feet from Residence 3. Based on these distances and noise shielding, noise from bottling activities are expected to be an L_{50} of 37 to 42 dBA at Residence 1, an L_{50} of 36 to 41 dBA at Residence 2, and an L_{50} of 37 to 42 at Residence 3.

In the August 2017 Addendum, Ilingworth and Rodkin explain noise levels from bottling activities are expected to be an L50 of 53 dBA at the property line of Residence 4 located at 7181 Westside Road. Based on the findings shown, noise associated with bottling noise is expected to exceed daytime or nighttime NE-2 noise standard at the property line of Residence 4 and mitigation is needed.

Mitigation for Bottling Noise*: The incorporation of the 6 foot high sound barrier as discussed above will also be effective in reducing daytime or nighttime bottling noise levels to below the L50 NE-2 noise standards.*

The noise barrier/retaining wall will be located at the winery building site, located outside of the 200-foot Scenic Corridor setback along Westside Road and would be shielded from view from the public roadway by the existing residence, as well as existing and proposed landscaping located in the front portion of the of the project site. Also, the noise barrier/retaining wall will meet the side-yard setback of 10-feet from the southerly property line boundary.

Winery Forklift Operations:
Forklift and maintenance operations would take place on the first floor inside the winery building, in the outdoor crushing and receiving areas, and in the wine cave. Such activities within the winery building would also receive considerable shielding from the building. Outdoor forklift and maintenance operations are considered worst-case condition and have been analyzed. Forklifts are not necessary for the tasting rooms' operations.

Based on a review of the project drawings by the acoustical consultant, the closest to feet of the adjacent residences would be receiving area/truck access, which is 1,335 feet to Residence 1, within 1,595 to Residence 2, and within 1,515 feet of Residence 3. Noise from forklift and maintenance operations activities are expected to be an L_{08} of between 37 and 38 dBA at Residence 1 and L_{08} of between 36 and 37 dBA at Residences 2 and 3.

For Residence 4, in the August 2017 Addendum, Ilingworth and Rodkin explains noise levels from the outdoor forklift and maintenance operations in the truck loading area are considered a worst-case condition and have been analyzed. Based on a review of project drawings, the center of the closest truck loading outdoor area will be about 55 feet from the property line of Residence 4 located at 7181 Westside Road. Using the source levels discussed in the original Noise assessments, a 6 dB shielding factor for the retaining wall at the edge of the truck loading area and a 6 dB sound reduction for each doubling of the distance between the noise source and the receiver, noise from forklift and maintenance operations activities are expected to be an L08 of 60 dBA at the property line of Residence 4 and noise associated with forklift and maintenance operations is not expected to exceed daytime NE-2 noise standards at the property line of Residence 4 located at 7181 Westside.

Forklift and maintenance operations will only occur during daytime hours. Based on these findings, the noise assessment concludes that noise associated with forklift and maintenance operations is not expected to exceed daytime NE-2 noise standard at the nearest residences and no mitigation is needed.

Event Noise at Adjacent Residential Uses:
The winery proposes agricultural promotional events and participation in two industry-wide event

days. The request includes 22 agricultural promotional events per year with a range of maximum guests (10 events with 30 guests, 5 events with 60 guests, 5 events with 120 guests, & 2 events with 300 guests), and participation in industry wide events totaling two event days per year with a maximum of 300 guests For the largest events of 300 guests, a staff of 14 employees is anticipated.

Events will be held on the east side of Westside Road in the tasting rooms or at the Picnic Grove area located along the eastern boundary of the property. The production facility on the west side of the roadway will only be open to guests by invitation only. Events occurring within the winery buildings would receive noise shielding from the building structures estimated at 12 dBA (assuming open windows and doors). However, the outdoor events held in the garden area or yard between the tasting room/barn and Westside Road, in the yard south of the barn, or in the picnic grove area would receive little or no noise attenuation from intervening terrain or building structures at Residence 1, 2 and 3. The outdoor area between the public and private tasting room buildings would have some shielding from the private tasting room.

The noise assessment notes that if outdoor events would take place around the two tasting rooms they would be situated as close as 690 feet from Residence 1, 1,775 feet from Residence 2, and 1,900 feet from Residence 3. The indoor events at these locations would be located, from property lines, 885 feet from Residence 1, 1,100 feet from Residence 2, 1,110 feet from Residence 3, and over 1000 feet from Residence 4. It was concluded that all daytime and nighttime outdoor events would exceed County NE-2 standards at Residence 1, 2 and 3 in the amplified music and speech categories, except amplified speech during daytime hours at Residence 3. Additionally, non-amplified music NE-2 standards would also be exceeded at nighttime at Residence 1 and 2. The assessment further found that the only County NE-2 standard that would be exceeded during an outdoor event in the Picnic Grove area, as measured at Residence 2, would be amplified music in the nighttime. It was noted that the standards was exceeded by only 1 dBA. It was also found that daytime or nighttime indoor events with amplified music, amplified speech, non-amplified music, films, or raised conversations would not exceed the County NE-2 standards at any of the three adjacent residences.

For Residence 4, in the August 2017 Addendum, Ilingworth and Rodkin explain that indoor agricultural promotional events held in the tasting rooms would exceed the daytime and nighttime NE-2 standards at property line of Residence 4 by 26 dBA and normal amplified music, amplified speech and non-amplified music would exceed the County daytime NE-2 standards by 2 to 7 dBA at property line of Residence 4. Mitigation measure has been incorporated into the project to require that doors and windows be closed during agricultural promotional events when amplified music and/or sound is being used.

In the August 2017 Addendum, Ilingworth and Rodkin explain, based on a review of aerial photos and the project site plan, outdoor events that take place in the picnic grove would be over 1000 feet from the property line of Residence 4. Outdoor event noise is not expected to exceed daytime NE-2 noise standards at the property line of Residence 4 located at 7181 Westside.

The event space in the private tasting room (hop bale barn) and the guest rooms are the closest indoor venues for events to Residence 4 being as close as 125 feet from the property line of Residence 4. Using these distances and the noise shielding considerations for outdoor and indoor events, the L50 sound levels for the typical noise source levels listed in Table 4 of the ENA (and the County requested peak L50 level for musical instruments of 88 dBA at 40 feet) for outdoor and indoor events have been calculated at the property line of Residence 4.

For Residence 4, in the August 2017 Addendum, Table 8 summarizes the assessments for outdoor special events noise in the picnic grove area. Since amplified music and speech are not

proposed at these outdoor events, they are not shown in these tables. In the August 2017 Addendum Table 9 summarizes the assessment for the indoor special event noise. Since special events would not occur during nighttime hours (see Table 1 of the ENA), the County's nighttime limits shown in Table NE-2 would not be applicable to the proposed project and are not shown in Tables 8 or 9. Based on these findings shown in Table 8, outdoor event noise is not expected to exceed daytime NE-2 noise standards at the property line of Residence 4 located at 7181 Westside.

Conclusion:

Illingworth and Rodkin conclude based on the findings shown in Table 15, indoor events with amplified music would exceed the County daytime and nighttime NE-2 standards at all of the three adjacent residences by between 1 to 2 dBA during daytime hours. However, the findings shown in Table 15 indicate that indoor events with amplified speech, non-amplified music, films, or raised conversations would not exceed the County daytime NE-2 standards at any of the adjacent residences.

Consistent with County Standards, the above findings for outdoor events and indoor events show that amplified music at events within buildings with open windows would exceed the daytime County NE-2 standard at Residences 1, 2 and 3. However, with closed windows all indoor events, with the exception of those with peak amplified music, would meet the County daytime NE-2 standards at the property line of Residence 4. Illingworth and Rodkin recommends the following mitigations since there is the potential for noise levels to exceed the standards:

1. Amplified music at events should only occur within the baling barn or tasting room buildings with closed windows and doors.

2. With closed windows and doors, indoor events with amplified speech or music may occur during daytime hours.

3. Amplified music within the baling barn or tasting room buildings should be maintained at normal, not peak amplification levels, such that the L50 level of the amplified music not exceed 72 dBA at a distance of 50 feet.

In addition, during the project construction, there will be temporary increases in the areas ambient noise levels. Temporary increase in noise levels from equipment operation that could exceed County standards are expected to occur during construction. This would be a short-term, temporary impact that will cease when construction is complete.

With the implementation of the mitigation measures to reduce overall noise levels generated by the winery and tasting rooms during construction activities, during winery production activities, during agricultural promotional events and industry-wide events; the noise levels at the property lines of sensitive receptors would be maintained at or below the County NE-2 standards to a level of less than significant.

Mitigation Measure 12 a. 1:

Based on the Noise Element of the General Plan, the Environmental Noise Assessment prepared by Illingworth and Rodkin, dated March 7, 2017, and the Addendum dated August 16, 2017; and the current Site Plan; the following operational noise limitations apply to each of the buildings or site features on the project site:

1. At the **Winery building** (*west side* of Westside Rd):

- The use of amplified music or sound systems is not permitted either indoors or outdoors. This does not restrict the use of small personal music devices or personal computer music devices used by employees of the winery.
- Acoustical music is not permitted either indoors or outdoors.

2. At the **two tasting room buildings** (*east side* of Westside Rd):
   - The use of amplified music and sound is permitted indoors during daytime hours with doors and windows closed.
   - The use of amplified music and sound is permitted up to 9 P.M. with doors and windows closed.
   - The use of loud instruments (drums, cymbals, horns, and similar instruments) and acoustical music is permitted indoors with doors and windows closed.
   - Amplified music within the baling barn or tasting room buildings shall be maintained at normal, not peak amplification levels, such that the L50 level of the amplified music not exceed 72 dBA at a distance of 50 feet.
   - The use of outdoor music or sound systems is not permitted around the tasting room buildings.

3. At **Picnic Walnut Grove** (*east side* of Westside Rd):
   - The use of outdoor amplified music or sound systems is not permitted in this area.
   - The use of loud instruments (drums, cymbals, horns, and similar instruments) is not permitted in this area.
   - The use of outdoor amplified speech is permitted, but limited to using a sound system mechanically set to limit the volume level to 78 dBA at 50 feet.
   - The use of quieter, **non-amplified,** acoustic musical instruments (such as piano, stringed instruments, woodwinds, flute, etc.) not exceeding the level of ordinary conversations, is permitted outdoors in the Picnic Walnut Grove, during daytime hours, when in compliance with the *Adjusted* Noise Element of the Sonoma County General Plan. Agricultural promotional events shall cease by 9 P.M.

4. Outdoor event activities, including outdoor wine tasting, are only permitted at the Picnic Walnut Grove area, as depicted on the approved Site Plan.

Mitigation Monitoring 12.a.1: If noise complaints are received from nearby residents, and they appear to be valid complaints in PRMD's opinion, then the applicant shall conduct a Noise Study to determine if the current operations meet noise standards and identify any additional noise Mitigation Measures if necessary. A copy of the Noise Study shall be submitted to the Project Review Health Specialist within sixty days of notification from PRMD that a noise complaint has been received. The owner/operator shall implement any additional Mitigation Measures needed to meet noise standards.

Mitigation Measure 12.a 2: Agricultural promotional events shall consist of wine marketing events, wine pairing meals or events promoting a specific aspect of Sonoma County agriculture. Weddings, concerts, dances or personal/business parties are not permitted under this Use Permit.

Mitigation Monitoring 12.a.2: If noise complaints are received from nearby residents, and they appear to be valid complaints in PRMD's opinion, then the applicant shall conduct a Noise Study

to determine if the current operations meet noise standards and identify any additional noise Mitigation Measures if necessary. A copy of the Noise Study shall be submitted to the Project Review Health Specialist within sixty days of notification from PRMD that a noise complaint has been received. The owner/operator shall implement any additional Mitigation Measures needed to meet noise standards.

Mitigation Measure 12.a 3: NOTE ON GRADING, IMPROVEMENT, AND BUILDING PLANS:

Construction activities associated with this project shall be restricted as follows:

a. All internal combustion engines used during construction of this project will be operated with mufflers that meet the requirements of the State Resources Code, and, where applicable, the Vehicle Code. Equipment shall be properly maintained and turned off when not in use.
b. Except for actions taken to prevent an emergency, or to deal with an existing emergency, all construction activities shall be restricted to the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. and 7:00 p.m. on weekends and holidays. If work outside the times specified above becomes necessary, the applicant shall notify the PRMD Project Review Division as soon as practical.
c. There will be no starting up of machines nor equipment prior to 7:00 a.m, Monday through Friday or 9:00 am on weekends and holidays; no delivery of materials or equipment prior to 7:00 a.m nor past 7:00 p.m, Monday through Friday or prior to 9:00 a.m. nor past 7:00 p.m. on weekends and holidays and no servicing of equipment past 7:00 p.m., Monday through Friday, or weekends and holidays. A sign(s) shall be posted on the site regarding the allowable hours of construction, and including the developer's phone number for public contact.
d. Pile driving activities shall be limited to 7:30 a.m. to 7:00 p.m. weekdays only.
e. Construction maintenance, storage and staging areas for construction equipment shall avoid proximity to residential areas to the maximum extent practicable. Stationary construction equipment, such as compressors, mixers, etc., shall be placed away from residential areas and/or provided with acoustical shielding. Quiet construction equipment shall be used when possible.
f. The Permit Holder shall designate a Project Manager with authority to implement the mitigation prior to issuance of each building/grading permit. The Project Manager's phone number shall be conspicuously posted at the construction site. The Project Manager shall determine the cause of noise complaints (e.g. starting too early, faulty muffler, etc.) and shall take prompt action to correct the problem.

Mitigation Monitoring 12.a.3: PRMD staff shall ensure that the note listed above has been placed on all grading, building, and improvement plans prior to issuance of permits. Any noise complaints will be investigated by PRMD staff. If violations are found, PRMD shall seek voluntary compliance from the permit holder and thereafter may initiate an enforcement action and/or revocation or modification proceedings, as appropriate. (Ongoing)

Mitigation Measure 12.a 4: Prior to issuance of temporary or final occupancy of the winery building, or vesting the Use Permit, to reduce noise levels from heavy trucks using the truck loading and turn around area, and from bottling noise, the height of the retaining wall on the south side of the loading area shall be extended to 6- feet above existing grade (above the retaining wall as depicted on project plans) and shall consist of masonry materials to act as a noise barrier. This noise barrier/retaining wall with a height of 6-feet above the existing ground level shall extend for 100-feet parallel to the southerly property line boundary of the winery site. The barrier height in relation to building pad elevation must be certified by the project engineer. The sound consultant shall confirm in writing that the design, location, and final construction of the noise

barrier/retaining wall complies with the required noise standards as described in the Noise Study Addendum, prepared by Illingworth and Rodkin, dated August 16, 2017. (Refer to Sheets A0.00, A1.02, and A2.04 of the Project Plans, dated August 16, 2017).

Mitigation Monitoring 12.a.4: Prior to temporary or final occupancy of the winery building or vesting of the Use Permit, a letter from the sound consultant shall be submitted to the Project Review Health Specialist confirming the noise barrier/retaining wall consisting of masonry materials has been located, designed, and constructed in accordance with the recommendations as described in the Noise Study Addendum, prepared by Illingworth and Rodkin, dated August 16, 2017.

Mitigation Measure 12.a 5: The southern façade and part of the eastern façade of the Mechanical Equipment Room of the winery building shall be designed and constructed as solid walls with any and all materials recommended by the sound consultant to ensure a 28+ dBA reduction and meet 42dBA nighttime standard per adjusted Table NE-2 (Refer to Sheet A1.12 of the Project Plans, dated August 16, 2017).

Mitigation Monitoring 12.a.5: Prior to issuance of any building permit for the winery building, project plans shall depict the southern façade and part of the eastern façade of the Mechanical Equipment Room of the winery building shall be installed with solid walls. Prior to temporary of final occupancy of the winery building, a letter from the sound consultant shall be submitted to the Project Planner confirming the solid walls have been constructed in accordance with the recommendations as described in the Noise Study Addendum dated August 16, 2017.

Mitigation Measure 12.a 6: No nighttime heavy truck deliveries and/or shipments is permitted, and no nighttime bottling is permitted between the hours of 10 P.M. and 7 A.M.)

Mitigation Monitoring 12.a.6: Any noise complaints will be investigated by PRMD staff. If violations are found, PRMD shall seek voluntary compliance from the permit holder and thereafter may initiate an enforcement action and/or revocation or modification proceedings, as appropriate. (Ongoing

b) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X		

Comment:
12.b. Less than Significant Impact with Mitigation Incorporated. The project includes one-time construction activities that may generate ground borne vibration and noise. These levels would not be significant because they would be short-term and temporary, and would be limited to daytime hours. There are no other activities or uses associated with the project that would expose persons to or generate excessive ground borne vibration or ground borne noise levels.

Mitigation: Refer to mitigation above in item 12.a.

c) A substantial permanent increase in ambient noise levels in the	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant Impact	No impact

project vicinity above levels existing without the project?		Incorporation		
		X		
Comment: **12.c. Less than Significant Impact with Mitigation Incorporated**. (**See discussion and mitigation measures above under Item 12(a).**				
Mitigation: Refer to mitigation above in item 12.a.				
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X		
Comment: **12.d. Less than Significant Impact with Mitigation Incorporated**. (**See discussion and mitigation measures above under Item 12(a).** The County does not establish noise standards for construction in its General Plan or County Code. Construction of the project would generate noise and may temporarily increase noise levels at adjacent residential receivers. Noise impacts resulting from construction depend on the noise generated by various pieces of construction equipment operating on site, the timing and duration of noise generating activities, and the distance between construction noise sources and noise sensitive receptors. Construction of the project would involve site improvements, and to interior remodeling, building framing, and landscaping. Noise sensitive residential land uses are located nearly 950 feet from the proposed project site/winery/ tasting room. Mitigation measure have been incorporated into the project to reduce potential impacts to sensitive receptors to a level of less than significant impact.				
Mitigation: Refer to mitigation above in item 12.a.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
Comment: **12.e. Less than Significant Impact**: The project is located 2.25 mile northwest of the Sonoma County/Charles Shultz Airport. As discussed above under Item 8e and 8(f), the proposed project has been reviewed with respect to airport compatibility criteria in the County's 2016 Revised Comprehensive Airport Land Use Plan as well as the proposed amended criteria. Therefore, the project would have no impact. The parcel is outside of the areas that may experience airport noise in excess of 55 CNEL, so it is not considered noise impacted. The project does not involve				

construction of any structure that may project into protected airspace, therefore no noise issues are anticipated and therefore this would be a less than significant impact.				
Mitigation: None required				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
Comment: **12.f. Less than Significant Impact:** There are no known private airstrips within the project area. However, under item 12e above, the site is located approximately 2.25 miles northwest of the Sonoma County/Charles Shultz Airport. The parcel is outside of the areas that may experience airport noise in excess of 55 CNEL, so it is not considered noise impacted, therefore no noise issues are anticipated and therefore this would be a less than significant impact.				
Mitigation: None required				

13. POPULATION AND HOUSING- Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
Comment: **13.a. No Impact:** The project would not include construction of homes or infrastructure and therefore would not induce substantial population growth.				
Mitigation: None required				
b) Displace substantial numbers of existing housing necessitating the construction of replacement housing elsewhere?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
Comment: **13.b. No Impact:** The project would not displace a substantial number of existing housing units, or require replacement housing.				
Mitigation: None required				

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
Comment: **13.c. No Impact:** No people will be displaced by the project.				
Mitigation: None required				

14. PUBLIC SERVICES - Would the project:

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response times or other performance objectives for any of the public services:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

Comment:
14. a. No Impact: The project will not substantially increase the number of employees (with creation of 15 full-time, three part-time and six seasonal employees) such that governmental services and/or facilities will have to be expanded. Generally, any potential impact the project may have on the provision of public services and or expansion of governmental facilities will be offset by development fees. Specifically:

i. Fire Protection: The County Fire Marshal reviewed the project description and will require that the Project comply with Fire Safe Standards, including fire protection methods such as sprinklers in buildings, alarm systems, extinguishers, vegetation management, hazardous materials management and management of flammable or combustible liquids and gases.

ii. Police: The Sonoma County Sheriff provides police protection services. There will be no anticipated significant increased need for police protection resulting from the project.

iii. Schools, parks, or other public facilities: The project will not generate additional students; nor will it significantly increase demand for park or other public facilities.

iv. Parks: see above.

v. Other public facilities: no other public facilities would be adversely impacted by this project.

Mitigation: None required

15. RECREATION - Would the project:

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
Comment: **15.a. No Impact:** The project would not cause nor accelerate substantial physical deterioration of parks or recreational facilities.				
Mitigation: None required				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
Comment: **15.b No Impact.** The project does not include recreational facilities.				
Mitigation: None required				

16. TRANSPORTATION / TRAFFIC *Would the project*:

a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X		
Comment: **16. a. Less than Significant with Mitigation Incorporated**: The proposed project is located along Westside Road. The proposed project site includes winery and tasting room uses on both sides of Westside Road. The project site consists of one legal parcel bisected by Westside Road. A parcel bisected by a roadway does not create legal separate parcels. The Sonoma County General Plan 2020 Circulation and Transit Element Figure CT-4 identifies Westside Road as a Rural Major				

Collector.

The winery components (crushing, bottling, processing, aging, and storing of wine) will take place indoors in the new winery building and new wine cave located on the west side of the road, with access via an existing driveway that current serves the existing residence and accessory buildings. Parking for production employees, sales staff, and commercial visitors would be provided at the winery building. The tasting room and spaces for marketing events would be located on the east side of the road. Parking for tasting room employees and visitors as well as event guests would be provided on the same site (east of the road).

A focused Traffic Study was prepared for the project by Dalene J. Whitlock, PE, PTOE of Whitlock and Weinberger Transportation, Inc. (W-Trans) in 2014, revised February 23, 2015, and again revised for the Final Traffic Study dated March 10, 2016. The traffic study area consisted of the section of Westside Road providing access to the project site. Westside Road is a two-lane rural roadway with paved width of approximately 25 to 26 feet in the vicinity of the project site. It is marked with a double yellow centerline, and there is not a posted speed limit, though the curvilinear alignment keeps speeds lower than the prima facie 55 mph speed limit that would apply in the absence of a lower limit established by the County of Sonoma. A speed survey was performed at the driveway indicates that in the vicinity of the project site drivers are generally travelling about 30 to 35 mph.

The current volume on Westside Road is about 3,000 ADT near Felta Road based on counts performed by the County in August 2012, but drops to about 1,050 vehicles per day near the project site based on counts obtained on July 16, 2013. A count performed by the County in late July 2015 indicates the volumes have dropped 12 to 15 percent since 2012, though the higher 2012 volumes were used for this analysis.

Existing plus Project
Under Existing Plus Project volumes, W-trans explains the study roadway is expected to operate acceptably in both directions as shown in Table 5:

Table 5– Existing plus Project Peak Hour Roadway Segment Levels of Service

Westside Road	Weekday PM Peak	
	PTSF	LOS
Northbound	56.4	C
Southbound	41.0	B

Notes: PTSF = Percent Time Spent Following; LOS = Level of Service

Cumulative plus Project
With project traffic added to the anticipated Future volumes under the conservation assumption that all trips would come from the same direction, W-Trans explains the study roadways are expected to continue operating acceptably at the same levels of service as without the project, as summarized in Table 6:

Table 6 – Cumulative plus Project Peak Hour Roadway Segment Levels of Service

Westside Road	Weekday PM Peak	
	PTSF	LOS
Northbound	57.0	C
Southbound	41.3	B

Notes: PTSF = Percent Time Spent Following; LOS = Level of Service

Collision History

On April 21, 2017, W-Trans provided an addendum letter to the Traffic Impact Study to provide collision history from January 1, 2012 through December 31, 2016. From 2012 to 2016, there were two collisions on the study segment during the most recent five-year period for which data is available from the California Highway Patrol, as published in their Statewide Integrated Traffic Records Systems (SWITRS). The segment of Westside Road within a half-mile of the project site had a calculated collision rate of 1.10 collisions per million vehicle miles (c/mvm). W-Trans compared this to the average collision rate for similar segments statewide, as indicated in the 2013 Collision Data on California State Highways, California Department of Transportation, which is 1.58 c/mvm. W-Trans concludes that since the collision rate was determined to be below average and there were only two crashes reported during this time period, the segment appears to be operating within expected safety parameters.

Trip Generation

Relative to trip generation, it is anticipated that the proposed new winery including tasting room would have a total of 15 employees, each generating an average of three trips per day. Truck traffic associated with winery operations is expected to consist of five trips per day, on average. An average of 52 visitors per day is expected for tasting, generating 42 trips daily assuming average vehicle occupancy of 2.5 visitors per vehicle the proposed project is expected to generate an average of 92 vehicle trips per day. The project also includes provisions for 24 events per year, including 10 events with 30 persons in attendance, five 60-person catered events, five 120-person events and four 300-person outdoor events, two of which would be industry wide. It is assumed that a maximum sized 300-person event would require a staff of 14. Using an occupancy of 2.5 vehicles per guests and solo occupancy for staff, maximum sized event would be expected to generate 268 trip ends at the driveway, including 134 inbound trips at the start of the event and 134 outbound trips at the driveway. Though these trips would be spread out such that no more than 60 trips in either direction would occur during a single hour, with staff arriving before and departing after guests. The distribution of trips for events is expected to be weighted more heavily to the south with 75 percent of the trips coming from/returning to this direction.

The traffic study noted that Westside Farms, the previous use of the site, held a harvest market each fall which included a pumpkin patch, hay rides and sales of hand crafted foods and gift items. This event which lasted for approximately the month of October each year, drew up to 600 persons on a peak day. This prior use generated substantially more event traffic during the month of October than the currently proposed project will generate over the course of an entire year.

Sensitive Analysis:

W-Trans explains that by using the same roadway segment Level of Service methodology in the Highway Capacity Manual it was determined that 208 vehicle trips could be added in each direction on Westside Road *before* the northbound direction would experience unacceptable LOS D operation.

Using the 2.5 guests per vehicle standard ratio, W-Trans estimated that vehicles carry more than 500

guests could arrive at agricultural promotional events during *one hour* and another set of 500 guests depart from the same or different winery event along the road, and the operation of Westside Road would remain acceptable under the standards established by the County.

W-Trans examined events sizes and even with the 300-person event proposed with this project, and assuming that as many as 150-guests arrive or depart during a single hour from the same direction, the road would retain capacity for other events having a combined total of more than 350 guests.

W-Trans explains it is reasonable to expect that up to 75 percent of event traffic (i.e. 225 guests) would come from the south. Assuming this is split, the largest event for the proposed project (i.e 300 guests maximum) would generate 75 guests from the north or 30 vehicles, leaving capacity for the cumulative demand associated with nearly 450 guests arriving and departing from other area wineries during the same, single hour.

With an emphasis that all these trips would need to occur during a *single hour* for the cumulative impact to be experienced, if the trips are spread over more than an hour's time, the cumulative effect is diluted. Based on their review, W-Trans concludes there is adequate capacity for the multiple events to generate trips simultaneously without having a significant negative impact on operation of Westside Road.

To avoid the potential for multiple large events occurring simultaneously, PRMD has encouraged wineries to coordinate event schedules amongst each other. The applicant is willing to do implement such coordination. For this project, a condition of approval requires the Permit Holder to coordinate with the two existing wineries (Williams-Selyem and Arista) closest to the project site.

Access and circulation were also evaluated and field conditions at the site driveway were field evaluated to determine adequacy of sight distance as well as to identify any potential for conflict between opposing driveways for the winery site and tasting room site. The tasting room driveway is on the easterly side of the roadway, opposite and offset from the winery driveway. The traffic study notes that conflicts with traffic to and from the opposing driveways are not expected.

Sight distances along Westside Road from the existing driveway locations were evaluated based on sight distance criteria. The prima facie speed is 55 mph, but based on a radar speed survey performed at the driveway, the curves at either side of the site effectively reduce speeds to an average of 30 mph. The minimum stopping sight distance needed for an approach speed of 35 mph is 250 feet. While existing sight lines to the south are adequate for the winery driveway on the westerly side of the Westside Road, the curve north of the driveway limits sight lines to less than 250 feet recommended. The applicant's engineer, Adobe & Associates, prepared a Stopping Sight Distance plan depicting the sight distance can be achieved to meet standards by trimming trees and shaving the northwest hillside. Adobe & Associates also prepared a video simulation showing vehicle travel with the sight distance improvements completed, stopping sight distance can be achieved.

Based on the project proposal it is anticipated that pedestrian trips between the winery and tasting room will be infrequent, and limited to employees. The operation as proposed is not expected to result in any need for guests to cross from one side of Westside Road to the other. Nonetheless, a gate is required to be installed in the winery's driveway to restrict the access to the general public.

The need for turn lanes on Westside road was also evaluated and traffic counts taken for both am and pm peak hours used for the evaluation did not warrant the need for a left turn pocket at the project site.

The traffic study concluded the following:

- Based on the review and analysis performed, it is anticipated that the proposed project will have a limited impact on traffic operation along Westside Road, and will actually generate fewer special event trips that the previous use for Westside Farms.

- Westside Road is expected to operate acceptably under volumes including project generated traffic and traffic associated with agricultural promotional events both in the short-term and long-range. Further, multiple events could occur simultaneously without triggering unacceptable operating conditions under the County's standards.

- Westside Road has experienced collisions at a rate below the statewide average, so exhibits an acceptable safety condition.

- Sight distance from the tasting room driveway on the east side of Westside Road is generally adequate, though existing "Westside Farms" sign should be removed and this area left clear to provide acceptable sight distance to the north.

- Sight distance to the north from the winery driveway on the west side of the road is adequate to the south, but inadequate to the north. The proposed measures, including removing and/or trimming vegetation together with terracing/lowering the hillside on the project site as necessary, should be implemented.

- Very little pedestrian traffic is expected between the winery and tasting room, and that will be limited to staff. However, should other pedestrian traffic be generated, sight lines will be adequate for such crossings upon implementation of the proposed measures noted above.

- A left turn lane is neither warranted nor recommended on Westside Road at the project's driveways.

The project site utilizes Westside Road as its primary means of vehicle access. Westside Road, which runs along the frontage of the project site, is generally oriented north-south and is classified a Rural Major Collector. At the project site, the roadway is a two-lane rural roadway with a paved width of 25 to 26 feet. The General Plan classifies Westside Road as a Class I bikeway. The Sonoma County Bicycle and Pedestrian Advisory Committee also reviewed the proposal and their comments only pertained to conditioning the project to provide adequate bicycle racks near the entrance to the proposed public tasting room. Given the rural nature of the project setting, existing relatively low vehicle counts, additional traffic generated by the project is expected to be able to be accommodated by Westside Road. And with the low volumes of trip generation, the proposed project would not significantly impact or conflict with established plans and policies for streets, highways, and/or intersections. Sonoma County has established significance standards for both intersections (LOS D or better) and roadways (LOS C or better). With the proposed project traffic, all intersection/roadways would be expected to operate within County prescribed standards.

<u>On-Site Parking</u>
There will be 24 on-site parking spaces (20 standard and 4 ADA parking spaces) on a chip sealed surface, as well as 24 overflow (standard) spaces for the tasting facility located on the east side of the property. The parking area would be accessed by an 18-foot wide gravel driveway. The parking area is to be landscaped providing a separation between the primary parking field and the overflow parking. The entrance to the property is to be improved with an all surfaced driveway that would transition to chip seal base for the primary parking area, gravel for the overflow parking and for the vineyard access road. T

The winery located on the west side of Westside Road would be developed with an asphalt base and a total of 48 parking spaces would be provided, which include 27 permanent and 21 seasonal overflow

parking spaces.

The Department of Public Works and Transportation reviewed and accepted the 2016 Traffic analysis prepared by W-Trans. DTPW had several conditions for the project and recommends the Applicant update the project overflow parking plan to account for previously identified overflow spaces that are eliminated from the production facility parking lot. To ensure adequate on-site parking, traffic control, and road safety is implemented and developed in conformance with the Use Permit, the following mitigation measures have been incorporated into the project:

Mitigation Measure 16.a. 1: Under the approval of an Encroachment permit and prior to issuance of any building permits for the winery building by PRMD, modifications to the embankment and vegetation on the Permit Holder's property on the northerly side of the project's west side driveway entrance shall be completed to allow a minimum of 250-feet of sight distance needed for the critical approach speed. The plans for the modification to the embankment shall be prepared by a Registered Civil Engineer and shown on the final grading plans for the project. The details of vegetation removal shall be done by a licensed landscape architect and depicted on the final landscape plans. This area shall be maintained with hardscape materials or low lying ground vegetation.

Mitigation Monitoring 16.a.1: The Permit and Resource Management Department shall not issue any grading permit or building permit until the Encroachment permit has been approved to allow the modifications to the embankment and vegetation on the Permit Holder's property on the northerly side of the project's west side driveway entrance.

Mitigation Measure 16.a. 2: The existing Westside Farms sign shall be removed and this area left clear to provide adequate sight distance to the north.

Mitigation Monitoring 16.a.2: The Permit and Resource Management Department shall not issue any grading permit until the Westside Farms sign has been removed.

Mitigation Measure 16.a. 3: Prior to PRMD issuance of temporary or final occupancy on building permits for the winery or tasting room buildings, the Permit Holder shall obtain necessary permits to install an automated swing or rolling gate at the winery production facility (west) project driveway. Fire and emergency access shall be provided per Fire requirements. The gate shall be setback a minimum distance of 30 feet from the edge of pavement. NOTE: Placement of temporary barricades in this driveway during events does not satisfy this requirement. In addition, to minimize pedestrian crossings at Westside Road, the winery production facility (west) parking lot shall remain closed to the general public. All guest parking shall be provided on the tasting room side (east) of the public road.

Mitigation Monitoring 16.a. 3: PRMD shall not issue final or temporary occupancy on the winery or tasting room buildings, until the Permit Holder has obtained all necessary permits and has installed the automated swing or rolling gate at the winery production facility (west) project driveway. Fire and emergency access shall be provided per Fire requirements. The gate shall be setback a minimum distance of 30 feet from the edge of pavement.

Mitigation Measure 16.a.4: Agricultural promotional events on the west side of the project site are limited to a maximum capacity of 30 guests. No industry-wide events shall be held on the west side of the project site.

Mitigation Monitoring 16.a. 4: Failure by the Permit Holder to adhere to the 30-guest maximum on the west side of the project site or holding industry-wide events on the west side of the project site is considered a violation of the Use Permit conditions and subject to modification or revocation proceedings.

Mitigation Measure 16.a.5: To minimize pedestrian crossings at Westside Road, the winery production facility (west) parking lot shall remain closed to the general public. All guest parking shall be provided on the tasting room side (east) of the public road. (On-going Condition).

Mitigation Monitoring 16.a. 5: Failure by the Permit Holder to keep the automated gate closed to the general public is considered a violation of the Use Permit conditions and subject to modification or revocation proceedings. (On-going Condition).

Mitigation Measures 16.a. 6: Prior to final or temporary occupancy on the winery or tasting room buildings, the Permit Holder shall submit for approval to the Project Planner at PRMD a Traffic and Parking Management Plan prepared by a qualified traffic engineer. In order to provide orderly and efficient movement of vehicles entering the site and to minimize traffic impacts on the public road the Traffic and Parking Management Plan shall include; but not limited to, on-site traffic control measures for all events that exceed 100 guests or more. Traffic control shall be located off of the public road.

Mitigation Monitoring 16.a.6: The Permit and Resource Management Department shall not issue temporary or final occupancy on any building permit for the winery or tasting room buildings until the any grading permit until a Traffic and Parking Management Plan has been submitted and approved by the Project Planner at PRMD.

Mitigation Measure 16.a. 7: The Permit-Holder prior to scheduling any large agricultural promotional events of 100 guests or more on the project site shall coordinate events with the two adjacent winery operators within one-half mile to off-set event days and/or event times. The Permit-Holder shall notify PRMD Planner in writing that coordination with other winery operators in the area has been done prior to larger agricultural events occurring on the project site. On-going

Mitigation Monitoring 16.a. 7: Failure by the Permit Holder to coordinate the larger agricultural promotional events of 100 guests or more on the project site events with the two adjacent winery operators within one-half mile shall be considered a violation of the Use Permit conditions and subject to modification or revocation proceedings.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	

Comment:

16. b. Less than Significant Impact. The proposed project would not significantly impact adjacent intersections, roadways, or highways, given the relatively low number of daily vehicle trips (92) it would generate. The traffic study concluded that the Westside Farms, the previous use of the site generated substantially more event traffic during the month of October than the currently proposed project will generate over the course of an entire year. Sonoma County has established significance standards for both intersections (LOS D or better) and roadways (LOS C or better). With proposed project traffic, all intersection/roadways would be expected to operate within County prescribed standards.

Mitigation: None required

	Potentially	Less than	Less than	No impact
c) Result in change in air traffic patterns,				

including either an increase in traffic levels or a change in location that results in substantial safety risks?	Significant Impact	Significant with Mitigation Incorporation	Significant Impact	
				X

Comment:
16. c. No Impact. The project would have no effect on air traffic patterns.

Mitigation: None required

d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X		

Comment:
16. d. Less than Significant Impact with Mitigation Incorporated (Refer to discussion and mitigation in item 16.a. above in this initial study checklist): A focused Traffic Study was prepared for the project by Dalene J. Whitlock, PE, PTOE of Whitlock and Weinberger Transportation, Inc. (W-Trans). The traffic study area consisted of the section of Westside Road providing access to the project site. Westside Road is a two-lane rural roadway with paved width of approximately 25 to 26 feet in the vicinity of the project site. It is marked with a double yellow centerline, and there is not a posted speed limit, though the curvilinear alignment keeps speeds lower than the prima facie 55 mph speed limit that would apply in the absence of a lower limit established by the County of Sonoma. A speed survey was performed at the driveway indicates that in the vicinity of the project site drivers are generally travelling about 30 to 35 mph.

Sight distances along Westside Road from the existing driveway locations were evaluated based on sight distance criteria. The prima facie speed is 55 mph, but based on a radar speed survey performed at the driveway, the curves at either side of the site effectively reduce speeds to an average of 30 mph. The minimum stopping sight distance needed for an approach speed of 35 mph is 250 feet. While existing sight lines to the south are adequate for the winery driveway on the westerly side of the Westside Road, the curve north of the driveway limits sight lines to less than 250 feet recommended. However, measures are to be taken to remove and/or trim vegetation and shave back the hillside as necessary to achieve the 250 feet of sight distance needed for critical approach speed.

It is noted in the traffic study that there is a mirror on the east side of the road that provides adequate visibility of oncoming traffic to drivers exiting the driveway. Mirrors are not typically recommended along public roadways, in part because the mirror would either need to be in the public right-of-way or on another person's property. In this case, the property on both sides of the road belongs to the same owner, so the mirror can be maintained on private property and outside the public right-of-way. Because the mirror may further extend sight lines beyond the minimum needed, it is suggested that the mirror be retained so that the infrequent vehicle travelling at higher speeds can be seen approaching from an adequate distance.

Case good storage will done off site. Cases of wine to serve the daily needs of the tasting rooms would be delivered from the off-site warehouse to the tasting rooms. This would be done by a standard delivery truck. The traffic study concluded the following:

- Based on the review and analysis performed, it is anticipated that the proposed project will have a limited impact on traffic operation along Westside Road, and will actually generate fewer special event trips that the previous use for Westside Farms.

- Westside Road has experienced collisions at a rate below the statewide average, so exhibits an acceptable safety condition.
- Sight distance from the tasting room driveway on the east side of Westside Road is generally adequate, though existing "Westside Farms" sign should be removed and this area left clear to provide acceptable sight distance to the north.
- Sight distance to the north from the winery driveway on the west side of the road is adequate to the south, but inadequate to the north. The proposed measures, including removing and/or trimming vegetation together with shaving back the hillside as necessary, should be implemented.
- Very little pedestrian traffic is expected between the winery and tasting room, and that will be limited to staff. However, should other pedestrian traffic be generated, sight lines will be adequate for such crossings upon implementation of the proposed measures above.
- A left turn lane is neither warranted nor recommended on Westside Road at the project's driveways.

Mitigation: Refer to mitigations listed above in item 16.a.

e) Result in inadequate emergency access?

Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
	X	X	

Comment:
16. e. Less than Significant Impact with Mitigation Incorporated. (Refer to discussion and mitigation measures under item 16 a above in this initial study checklist). The existing main driveway from Westside Road on the east side of the project site provides proposed on-site circulation areas for the new tasting facility and parking areas, and would meet the Sonoma County Fire Marshall's requirements for access to the site and structures for fire protection. However, sight distance to the north from the winery driveway on the west side of the road is adequate to the south, but inadequate to the north. The proposed measures, including removing and/or trimming vegetation together with shaving back the hillside as necessary, should be implemented

Mitigation: Refer to mitigation above in item 16.a.

f) Result in inadequate parking capacity?

Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
	X		

Comment:
16.f Less Than Significant with Mitigation Incorporated: The project site and Site Plan demonstrates there is adequate room for all on-site parking needs. Nonetheless, mitigation measures have been incorporated into the project to ensure adequate parking on the site for all guest and employee vehicles, as follows:

Mitigation Measure 16.f. (1): Parking of vehicles and/or trucks associated with this winery facility is not permitted along any public or private roadways, or shared vineyard roads.

Mitigation Monitoring 16.f (1): If the Permit and Resource Management Department receives complaints that vehicles and/or trucks associated with this winery facility are being parked along public roadways, PRMD staff would investigate the complaint and if the condition is violated the use permit may be subject to modification.

Mitigation Measure 16.f. (2): For the larger industry-wide events and agricultural promotional events of 125 guests or more, at least two parking attendants shall be on duty to direct and guide the on-site parking of guest vehicles. Parking attendants shall remain on duty throughout the duration of the events.

Mitigation Monitoring 16.f (2): If the Permit and Resource Management Department receives complaints that parking attendants are not on duty during the larger industry-wide events and agricultural promotional events, PRMD staff would investigate the complaint and if the condition is violated the use permit may be subject to modification.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
g) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X

Comment:

16.g Less than Significant Impact. The 2010 Sonoma County Bicycle and Pedestrian plan encourages new developments to incorporate bicycle friendly design. In the County's Plan, Westside Road is designated as a Class I bike route. Some visitors may utilize bicycles to access the proposed project site. The project will not create conflicts with County bicycle standards or plans for use alternative transportation, including bus turnouts. The project was reviewed by the Sonoma County Bicycle Coalition and the following condition has been required for the winery development:

Prior to final or temporary occupancy of the winery building, bicycle racks shall be installed near the parking lot (refer to the Sonoma County Parking Regulations –Zoning Code Sec. 26-86-010). One bicycle parking space be provided for every 5 spaces required for automobiles. Please use Bicycle Parking Guidelines by the Association of Pedestrian and Bicycle Professionals (http://drusilla.hsrc.unc.edu/cms/downloads/BikePark_Guidelines.pdf).

Bicycle racks will be required to be located at the winery site; County bicycle parking standards of 1 space per 5 required vehicle parking spaces will be enforced as part of plan check review.

Mitigation: None required

17. UTILITIES AND SERVICE SYSTEMS - Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				

			X	

Comment:
17.a. Less than Significant Impact: The project includes industrial and domestic wastewater systems. The size and design of the wastewater system must be approved by the Well and Septic Section of PRMD, and by the North Coast Regional Water Quality Control Board (NCRWQCB) through the Waste Discharge Requirement permitting process. These permits will be analyzed to ensure that wastewater treatment requirements will not be exceeded. See question 17(b) for additional information.

Mitigation: None required

b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:
17.b. Less than Significant Impact: The Division of Environmental Health has reviewed the proposal and has stated that prior to building permit issuance the applicant shall obtain a permit for the sewage disposal system. It is noted that wet weather groundwater testing may be required and that the sewage disposal system is to meet peak flow discharge of the wastewater from all sources granted in the use permit and any additional sources from the parcel plumbed into the disposal system, and shall include the required reserve area. The proposed project will include the removal of the existing septic system and the construction of a new system that will be designed to accommodate 100 % of the wastewater flow from an event with 60 guests, in addition to peak wastewater flows from all other sources plumbed to the septic system, including 15 full time employees. Additionally, toilet facilities shall be provided for patrons and employees prior to vesting the use permit. Copies of floor plans shall be submitted to Environmental Health for review and approval prior to issuance of building permits.

Environmental Health has also noted that prior to issuance of building permits, the proposed sewage disposal system shall be evaluated relative to the proposed wine cave(s). It is further noted that if the floor of the wine caves are lower than any wastewater disposal field or septic tanks, a minimum 50-foot setback from any tanks, sumps and septic disposal field shall be maintained.

Discharge of wastewater is regulated by the Porter-Cologne Water Quality Control Act, California Water Code, California Code of Regulations and Chapters 7 and 24 of the Sonoma County Code. The project will be required to obtain a permit from PRMD and Waste Discharge Requirements (WDRs) from the NCRWQCB. A copy of the WDRs will be submitted to the Project Review Health Specialist prior to issuance of a Certificate of Occupancy or project operation and vesting the Use Permit.

All WDRs issued by the NCRWQCB include self-monitoring programs requiring the waste discharger to collect pertinent water quality data and to submit it to the NCRWQCB for evaluation of compliance with waste discharge requirements. In addition, NCRWQCB staff conducts periodic inspections of each regulated discharge to monitor compliance with waste discharge requirements. The NCRWQCB may take enforcement action in response to significant or chronic waste discharge requirement violations under the authority of the Porter-Cologne Water Quality

Control Act (California Water Code).

Compliance with the Sonoma County Code, permit conditions, and WDRs will ensure that the project's wastewater disposal system will not cause significant environmental effects to water quality.

Relative to domestic water supply, the State Water Resources Control Board has reviewed the proposal as part of an application for a water system. The proposal will provide public and private tasting room to be located in the bottom floor of the existing barn. The tasting rooms will be open seven days a week from 10 a.m. to 5 p.m. The proposed project is to be a public water system and is required to obtain a water supply permit from the Division of Drinking Water of the State Water Resources Control Board prior to serving the water to the public for domestic purposes that include drinking and cooking. The system must demonstrate that the well is constructed in compliance with current California Department of Water Resources well standards which include a minimum of a 50-foot annular seal. The water system infrastructure must comply with applicable drinking water standards.

Compliance with the Sonoma County Code, permit conditions, and California Plumbing Code will ensure that the project's domestic water system will be incompliance with all applicable State and County regulations for the proposed water system.

Mitigation: None required

c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:
17.c. Less than Significant Impact. Storm water drainage facility requirements are described in items 9(d) and 9(e) above. A Preliminary Storm Water Mitigation Plan has been prepared for the project (Adobe Associates, Inc., December 20, 2013), which identifies proposed drainage features including landscape and planting areas, inlets, the existing on-site pond and vegetated buffers. These features are located on-site, small in scale and included in the project footprint, adjacent to the existing barns and proposed winery/wine cave facilities. The location of these features were included in the study area for the habitat assessment (Wildlife Research Associates & jane Valerius Environmental Consulting, June 2104), and cultural resources surveys (William Roop, Archaeological Resource Service, April 2014), and will not result in significant environmental effects on biological resources or cultural resources. Drainage improvements will maintain off-site natural drainage patterns and limit post-development storm water levels and pollutant discharges in compliance with the requirements described above in items 9(d) and 9(e), which ensure that the project will not result in significant impacts to water quality or off-site aquatic resources.

Mitigation: None required

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or	Potentially Significant Impact	Less than Significant with	Less than Significant Impact	No impact

are new or expanded entitlements needed?		Mitigation Incorporation		
			X	

Comment:
17.d. Less than Significant Impact. (Refer to discussion under Hydrology and Water Quality, Question 9(b) of this checklist). The project site is not in an area served by a public water system or community water system. The project site is served by private, on-site wells. On January 5, 2017, a Geologic Report (Report) was prepared for the project by EBA Engineering. The Report explains the property is currently equipped with five water supply wells located along the eastern margin of the property (see Figure 2). These wells are identified herein as Wells #1 through #5 and are used to provide water for the on-site operations, and to two neighboring property owners to the west. EBA concludes that the water supply characteristics of the underlying aquifer utilized by Wells #1 and #3 are more than adequate to accommodate the water demands associated with the proposed improvements and will not result in negative impacts to local groundwater or surface water resources.

Additionally, prior to the issuance of building permits the applicant is to provide an engineered design of the water supply system, construct and/or develop the water sources (wells and/or springs), complete the appropriate water quality testing and apply for a water supply permit from the State Drinking Water Program because it has been determined that more than 25 persons per day for 60 days within a year will be served by the water system. This will be a requirement prior to issuance of building permits for the proposed project. It has been demonstrated that the site has sufficient water supply to serve the project.

Mitigation: None required

e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment:
17.e Less than Significant Impact. Private, on-site wastewater disposal systems would be utilized for the project. Wastewater from the project is to be treated in a septic system that shall be designed by a registered civil engineer or registered Environmental Health Specialist and both soil analysis, percolation and wet weather testing as required. The proposed sewage system is to meet peak flow discharge of wastewater from all sources granted in the Use Permit and any additional sources from the parcel plumbed to the disposal system, and shall include a reserve area. According to the Division of Environmental Health, if the project is approved for agricultural promotional events, the applicant shall provide septic system capacity in accordance with PRMD Policy 9-2-31. The project septic system must be designed to accommodate 100% percent of the wastewater flow from an event with 60 guests, in addition to peak wastewater flows from all other sources plumbed to the septic system, including 15 employees.

Mitigation: None required

f) Be served by a landfill with sufficient permitted capacity to accommodate	Potentially Significant	Less than Significant	Less than Significant	No impact

the project's solid waste disposal needs?	Impact	with Mitigation Incorporation	Impact	
				X
Comment: **17.f. No Impact** Sonoma County has access to adequate permitted landfill capacity to serve the proposed project.				
Mitigation: None required				
g) Comply with federal, state, and local statutes and regulations related to solid waste?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
Comment: **17.g. No Impact.** Sonoma County has a solid waste management program in place that provides solid waste collection and disposal services for the entire County. The program can accommodate the permitted collection and disposal of the waste that will result from the proposed project.				
Mitigation: None required				

18. MANDATORY FINDINGS OF SIGNIFICANCE

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X		
Comment: **18.a. No** As demonstrated by this environmental checklist, the project will not have any direct or indirect adverse effects that would have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important				

examples of the major periods of California history or prehistory. The proposed project will not result in degradation to the quality of the environment or otherwise create a significant impact upon wildlife habitat or species, including species of special concern. No special status plant species are known to be on or by the project site. No impacts to wetlands habitat would occur since there are no wetlands or riparian habitat areas on the project site in the area of the proposed development. The project also includes mitigation measures designed to limit site grading and other actions that may result in erosion or other actions that could ultimately affect off-site waterways and sensitive habitats. The applicant shall implement the following Best Management Practices. The project site would not create an impact to cultural or archaeological resources, or tribal cultural resources and no such resources were found in the project area, however, as a standard accidental discovery mitigation measure has been added as a precaution.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X		

Comment:

18.b. No

The project would develop a type of agricultural use on the property that is consistent with the 2020 General Plan and was considered by the 2020 General Plan EIR. Cumulative projects include development of residential, agricultural, and winery uses in the project area. As noted in this Initial Study, this project will not result in significant adverse impacts related to traffic congestion, safety or noise with mitigations incorporated into the project. The project will not make a considerable contribution to any other significant cumulative impacts.

The project has the potential to result in individually limited but cumulatively considerable impacts with respect to noise. However, project mitigation measures incorporated into the project will reduce the potential for significant cumulative impacts. Noise impacts from the project would be mitigated through a wide range of actions, including limiting construction noise and activities, prohibiting use of outdoor amplified music and loud non-amplified musical instruments, limiting any outdoor event activities to the picnic grove area, limiting indoor amplified music to the tasting room buildings during daytime hours, limiting hours of operation for winery, tasting room, and special event activities, and limiting industry wide and agricultural promotional events to a limited number per year with guest numbers limited. With the implementation of the mitigation measures to reduce overall noise levels generated by the winery and tasting rooms during construction activities, during winery production activities, during agricultural promotional events and industry-wide events; the noise levels at the property lines of sensitive receptors would be maintained at or below the County NE-2 standards to a level of less than significant.

Traffic volumes would be increased on Westside Road, but would not be substantial enough to change existing traffic flows or increase the level of service. Mitigation measure requires the sight distance be improved on the northerly side of the west project driveway to correct existing, unsafe driving conditions. The applicant's engineer, Adobe & Associates, prepared a Stopping Sight Distance plan depicting the sight distance can be achieved to meet standards by trimming

trees and shaving the northwest hillside. Adobe & Associates also prepared a video simulation showing vehicle travel with the sight distance improvements completed, adequate stopping sight distance can be achieved.

Based on the project proposal it is anticipated that pedestrian trips between the winery and tasting room will be infrequent, and limited to employees. The operation as proposed is not expected to result in any need for guests to cross from one side of Westside Road to the other. Nonetheless, a gate is required to be installed in the winery's driveway to restrict the access to the general public.

General Plan Policy AR-5g addresses concentration of uses as it states: "Local concentrations of any separate agricultural support uses, including processing, storage, bottling, canning and packaging, agricultural support services, and visitor-serving and recreational uses as provided in Policy AR-6f, even if related to surrounding agricultural activities, are detrimental to the primary use of the land for the production of food, fiber and plant materials and shall be avoided. In determining whether or not the approval of such uses would constitute a detrimental concentration of such uses, the required factors were considered:

"1. Whether the above uses would result in joint road access conflicts, or in traffic levels that exceed the Circulation and Transit Element's objectives for level of service on a site specific and cumulative basis."

Based on the 2016 Traffic Analysis prepared by W-Trans, and reviewed and accepted by the Sonoma County Transportation and Public Works Department, project generated traffic will not result in road access conflicts and would not exceed the level of service established in the Circulation and Transit Element's objectives (Refer to further discussion under item 16 Traffic Impacts below in this initial study checklist).

W-Trans explains that by using the same roadway segment Level of Service methodology in the Highway Capacity Manual it was determined that 208 vehicle trips could be added in each direction on Westside Road *before* the northbound direction would experience unacceptable LOS D operation.

W-Trans examined events sizes and even with the 300-person event proposed with this project, and assuming that as many as 150-guests arrive or depart during a single hour from the same direction, the road would retain capacity for other events having a combined total of more than 350 guests.

W-Trans explains it is reasonable to expect that up to 75 percent of event traffic would come from the south. Assuming this is split, the largest event for the proposed project would generate 75 guests from the north or 30 vehicles, leaving capacity for the cumulative demand associated with nearly 450 guests arriving and departing from other area wineries during the same, single hour.

With an emphasis that all these trips would need to occur during a *single hour* for the cumulative impact to be experienced, if the trips are spread over more than an hour's time, the cumulative effect is diluted. Based on their review, W-Trans concludes there is adequate capacity for the multiple events to generate trips simultaneously without having a significant negative impact on operation of Westside Road.

To avoid the potential for multiple large events occurring simultaneously, PRMD has conditioned and encouraged wineries to coordinate event schedules amongst each other. The applicant is willing to do implement such coordination with the closest wineries.

"2. Whether the above uses would draw water from the same aquifer and be located within the zone of influence of area wells".

In January 2017, a Geologic Report (Report) was prepared for the project by EBA Engineering. The Report explains the property is currently equipped with five water supply wells located along the eastern margin of the property. Well #1 will provide water supply for the winery and various domestic uses associated with the project. Based on the projections, the total water demand for these sources equates to 1,020,946 gallons per year (GPY). In addition to total water use, the average daily and maximum peak daily demands were estimated using the same data. The average daily demand over a 365-day period equates to 2,652 gallons per day (GPD). The maximum peak daily demand, in turn, was estimated by combining applicable site activities that could theoretically occur in a given day. Information provided by the Applicant indicates that these activities could include: crush operations (3,600 GPD); promotional event visitors (300 GPD); tasting room visitors (63 GPD); marketing accommodations (240 GPD); and associated employees (360 GPD). This translates to a maximum peak daily demand of 4,563 GPD. Well #3 will be used for landscape irrigation. As outlined above, the projected total water demand for landscaping is 52,863 GPY. This translates to an average daily demand over a 365-day period of 145 GPD. In regards to the maximum peak daily demand, the maximum use occurs over the period of June through August (22,536 gallons). Assuming a conservative irrigation cycle of one day per week, the corresponding peak maximum daily demand equates to approximately 1,735 GPD for landscaping.

EBA concludes that the water supply characteristics of the underlying aquifer utilized by Wells #1 and #3 are more than adequate to accommodate the water demands associated with the proposed improvements and will not result in negative impacts to local groundwater or surface water resources. This conclusion is based on the following variables:

1) The site is located within a Class 1 water area, which is identified in the Sonoma County General Plan as a major groundwater basin;

2) The underlying aquifer is comprised of alluvial deposits associated with the Russian River, which is a managed water system that ensures perennial flow throughout the year and serves as a continuous source of recharge to the aquifer;

3) Well capacity test results for Well #1 demonstrated a sustainable yield of 45 GPM while only inducing 1.5 feet of drawdown. This is indicative of a highly prolific aquifer system;

4) Based on the yield characteristics of the on-site wells, the wells will only have to pump for less than two hours (Well #1) and six minutes (Well #3) per day to accommodate the peak water flow demands; and

5) The projected radius of influence characteristics induced by the pumping operations will not encroach onto neighboring properties. In addition, the proposed water use is projected to induce no measureable changes in surface water flows in the Russian River.

Under General Plan Policy WR-2d, the Use Permit, if approved, is subject to a condition that requires groundwater monitoring for new or expanded discretionary commercial and industrial uses using wells. Where justified by the monitoring program, establish additional monitoring requirements for other new wells.

"3. Whether the above uses would be detrimental to the rural character of the area."

The project site is 75 acres with approximately 42 acres are currently planted in grapes, of the remaining 33 acres, 3.75 acres are comprised of existing and proposed development, comprising of 5 % of the total parcel size which is not significant as the majority of the total acreage remains in agricultural production. None of the existing vineyard will be removed to accommodate the proposed uses or site infrastructure.

The proposed project includes a new winery and wine caves on the west side of Westside Road, and on the east side of Westside Road the re-purposing/refurbishing of two existing hop kiln buildings into tasting rooms and marketing accommodations. The project includes the construction of parking areas, driveways and the enlarging of the existing driveways in order to meet fire safe standards. The proposal also includes 22 agricultural promotional events with a range of guests (10 events and 30 guests, 5 events with 60 guests, 5 events with 120 guests, and 2 events with 300 guests) and participation in an industry-wide event totaling two (2) day events with a maximum of 300 guests for a total of 24 events.

The winery and tasting room uses are considered agricultural related uses serving the large commercial vineyard. The project site would remain devoted to agricultural uses and the project will not result in conversion of farmland or cultivated area to any non-agricultural use. The new winery building and wine caves are located outside of the 200-foot Scenic Corridor setback for Westside Road. The proposed project including the winery building design and architecture and the refurbishing of the two existing hop kiln building was reviewed in a joint meeting with the Sonoma County Landmarks Commission and the Design Review Committee who had no objection to the design, or height of the building, but did recommend minor revisions.

In addition, the project has the potential to result in individually limited but cumulatively considerable impacts with respect to noise. However, project mitigation measures incorporated into the project will reduce the potential for significant cumulative impacts. Noise impacts from the project would be mitigated through a wide range of actions, including limiting construction noise and activities, prohibiting use of outdoor amplified music and very loud musical instruments, and limiting hours of operation for winery, tasting room, and special event activities. Traffic volumes would be increased on Westside Road, but would not be substantial enough to change existing traffic flows or create an unsafe driving condition. Mitigations require modifications to the project site embankment and landscape to improve sight distance and public safety on this stretch of Westside Road. Also a mitigation limits the guest capacity for agricultural promotional events to a 30-guest maximum on the west side of the project site. This will limit the number vehicles accessing and exiting the project site for an event to 12 or less using the standard ratio of 2.5 persons per vehicle.

Furthermore, as noted in this Initial Study, this project as conditioned will not result in significant adverse impacts related to aesthetics, agricultural resources, air quality, biological resources, cultural resources, greenhouse gas, hydrology and water quality, land use, noise, and parking and traffic were addressed in the Initial Study. Due to the limited size and nature of the project the extent of impact in these issue areas when considered with the effects of past, current and probable future projects, will not result in any cumulative land use impacts with mitigations incorporated into the project.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
		X		

Comment:

18.c. No

Potential substantial adverse effects on human beings were identified in the areas of aesthetics, air quality, biology, hydrology and water quality, noise, and traffic-parking. Mitigation is proposed that would reduce impacts to less than significant levels. The project will not have a significant impact after mitigation is implemented. The project would not result in any significant changes to the existing environment. Based on the discussion and information provide in this initial study, the project's environmental effects will not cause substantial adverse effects on human beings, either directly or indirectly.

Sources

1. PRMD staff evaluation based on review of the project site and project description.

2. PRMD staff evaluation of impact based on past experience with construction projects.

3. Applicant's Application Submittal/Project Description, August 2015.

4. Sonoma County Important Farmland Map 2008. California Department of Conservation, Division of Land Resource Protection, Farmland Mapping and Monitoring Program.

5. Assessor's Parcel Maps.

6. BAAQMD CEQA Guidelines; Bay Area Air Quality Management District; April 1999; California Air Resources Board (CARB) http://www.arb.ca.gov/.

7. Sonoma County General Plan 2020 (as amended), Sonoma County Board of Supervisors, September 23, 2008.

8. California Environmental Protection Agency - http://www.calepa.ca.gov/SiteCleanup/corteseList/default.htm; California Regional Water Quality Control Board - http://geotracker.swrcb.ca.gov/; California Dept of Toxic Substances Control http://www.dtsc.ca.gov/database/calsites/cortese_list.cfm, and Integrated Waste Management Board - http://www.ciwmb.ca.gov/SWIS/Search.asp.

9. Alquist-Priolo Special Studies Zones; State of California; 1983.

10. Flood Insurance Rate Maps, Federal Emergency Management Agency.

11. Special Report 120, California Division of Mines and Geology; 1980.

12. Tree Protection and Replacement Ordinance (Ordinance No. 4014); Sonoma County.

13. Heritage or Landmark Tree Ordinance (Ordinance No. 3651); Sonoma County.

14. Sonoma County Aggregate Resources Management Plan and Program EIR, 1994.

15. Sonoma County Bikeways Plan, Sonoma County Permit and Resource Management Department, August 24, 2010.

16. North Coast Regional Water Quality Control Board, http://www.waterboards.ca.gov/northcoast/water_issues/programs/non_chapter_15_permitting.shtml.

Reset Form

Planning Application

PJR-001

File#: UPE 14-0008

Type of Application:

- ☐ Admin Cert. Compliance
- ☐ Ag./Timber Preserve/Contract
- ☐ Cert. of Compliance
- ☐ Cert. of Modification
- ☐ Coastal Permit
- ☐ Design Review Admin.
- ☐ Design Review Comm./Ind.
- ☐ Design Review Residential
- ☐ Design Review Signs
- ☐ General Plan Amendment
- ☐ Lot Line Adjustment
- ☐ Major Subdivision
- ☐ Minor Subdivision
- ☐ Mobile Home Zoning Permit
- ☐ Ordinance Interpretation
- ☐ Second Unit Permit
- ☐ Specific/Area Plan Amendment
- ☑ Use Permit
- ☐ Variance
- ☐ Zone Change
- ☐ Other:

Applicant (Contact Person):

David Ramey
Name
P. O. Box 788
Mailing Address
Healdsburg | CA | 95448
City/Town | State | Zip
707-433-0870, ext. 1101 | 707-433-6311
Phone | Fax
David@RameyWine.com
email
David Ramey
Signature
Dec. 20, 2013
Date

Owner, if other than Applicant:

[redacted] Ramey Vineyards LLC
Name
P. O. Box 788
Mailing Address
Healdsburg | CA | 9544[redacted]
City/Town | State | Zip
707-433-0870, ext. 2107 | 707-433-0871
Phone | Fax
Carla@RameyWine.com
email
Carla Ramey
Signature
1/17/14
Date

Other Persons to be Notified: (Specify: Other Owner(s), Agent, Lender, Architect, Engineer, Surveyor)

David Brown
Name
Adobe Associates, 1220 N. Dutton Ave.
Mailing Address
Santa Rosa | CA | 95401
City/Town | State | Zip
Principle Engineer
Title
707-541-2300 | 707-541-2301
Phone | Fax
DBrown@adobeinc.com
email

Andy Bannister
Name
Earthtone Construction, 6932 Sebastopol Ave., Suite A
Mailing Address
Sebastopol | CA | 95472
City/Town | State | Zip
President
Title
707-823-6118 | 707-824-5608
Phone | Fax
andy@earthtoneconstruction.com
email

Olle Lundberg
Name
Lundberg Design, 2620 Third Street
Mailing Address
San Francisco | CA | 94107
City/Town | State | Zip
Principle Architect
Title
415-695-01[redacted] ext. 1[redacted] | 415-695-8379
Phone | Fax
olle@lundbergdesign.com
email

Project Information:

7097 Westside Road | Healdsburg, CA 95448
Address(es) | City/Town
110-240-031-[redacted] 110-240-032-[redacted] 110-240-040-[redacted] | 75
Assessor's Parcel Number(s) | Acreage

Project Description: Winery with caves, public tasting room and private events barn (see attached project description).
(Please attach additional sheet(s) if needed)

Site Served by Public Water? ☐ Yes ☑ No Site Served by Public Sewer? ☐ Yes ☑ No Number of new lots proposed None

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DO NOT WRITE BELOW THIS LINE - To Be Completed by PRMD Staff

Planning Area: 3 and 4 Supervisorial District: 4 and 5 Current Zoning: LIA-B6-60 and [redacted] on different lots SR-BR-F1-RC-VOH overlay zones General Plan Land Use: LIA 60

Specific Plan: None S.P. Land Use: [redacted] Needs CEQA Review? ☐ yes ☐ no

Commercial/Industrial Uses: (Enter numbers where applicable)

Bldg. sq. ft. Existing: Proposed: Existing Employees: New Employees:

New Manufactured Homes: New Units For Sale: New Units For Rent: Density Bonus Units:

Violation? ☐ yes ☒ no; Application resolve planning violation? ☐ yes ☑ no; Penalty applicable? ☐ yes ☑ no; Civil Penalty Factor

Previous Files: LLA 04-0088

Application accepted by Date

Type I Williamson Act Contract on all 3 lots

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue ❖ Santa Rosa, CA ❖ 95403-2829 ❖ (707) 565-1900 ❖ Fax (707) 565-1103

Supplemental Application Information

Existing use of property: Vineyard; single-family residence.

Acreage: 75

Existing structures on property: Single family residence; hop kiln; baling barn; two non-residential cottages; barn; pole barn; pump house; construction trailer

Proximity to creeks, waterways and impoundment areas: Adjacent to Russian River

Vegetation on site: 42 acres of vineyard; many oaks, bay laurels, buckeye, willows, black walnut, cottonwood

General topography: Flat, rising to west

Surrounding uses to (Note: An adjoining road is not a use.) North: Vineyard, tasting room South: Residence, Russian River East: Russian River; County park West: Vineyards, winery

New structures proposed (size, height, type): Existing hop kiln and baling barn footprints increased nominally by required egress stairs; height unchanged. New winery built into west side hill with a 75' x 290' footprint, a front elevation height of 28' and bermed at the rear.

Number of employees: Full time: 15 Part time: 3 Seasonal: 6

Operating days: Tasting 7 days; winery Mon-Fri except 7 days during harvest Hours of operation: Tasting 11-5; winery 8-5 except 8-10 during harvest.

Number of vehicles per day: Passenger: 87 Trucks: 5

Water source: Three wells on property Sewage disposal: Leach field; pre-treated drip irrigation.

Provider, if applicable: _____ Provider, if applicable: _____

New noise sources (compressors, power tools, music, etc.): Infrequent music during summer daytime hours; air compressor; wine press operation; bottling line.

Grading proposed: Amount of cut (cu. yds.): 14,600 Amount of fill (cu. yds.): 150 Will more than one acre be disturbed by construction of access roads, site preparation and clearing, fill or excavation, building removal, building construction, equipment staging and maintenance, or other activities? Yes x No ____ If Yes, indicate area of disturbance(acres): 2.8

Identify method of site drainage (sheet flow, storm drain, outflow to creek or ditch, detention area, etc.): Sheet flow and existing ditch flow.

Vegetation to be removed: Almost none; a few trees which will be replaced.

Will proposal require annexation to a district in order to obtain public services: Yes ____ No x

Are there currently any hazardous materials (chemicals, oils, gasoline, etc.) stored, used or processed on this site? Yes x No ____

Will the use, storage, or processing of hazardous materials occur on this site in the future if this project is authorized? Yes x No ____

Fire safety information (existing/proposed water tanks, hydrants, emergency access and turnaround, building materials, etc): _____

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OCT 03 2014
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT
COUNTY OF SONOMA

Ramey Vineyards, LLC (David and Carla Ramey) - UPE14-0008

County Use Permit Application--Proposal Statement

Dated October 3, 2014

7097 Westside Road, Healdsburg, CA 95448

Proposal Summary

This property, known as Westside Farms, totals 75 acres in one parcel, 42 acres of which are planted to wine grapes. Six and one-half acres lie to the west of Westside Road and currently contain a residence, a barn, a pole barn, two outbuildings and a 3½ acre-foot reservoir. On this side of the property we wish to construct a 60,000-case winery comprised of caves and, in front of the caves, a cut-and-fill, low-profile, two-story winery building, which will not be visible from Westside Road. Grapes will be locally sourced, primarily on-site and from Sonoma County, as well as from bordering counties.

To the east of Westside road, vineyard extends to the tree line adjacent to the Russian River. Near the entrance from Westside Road are a hop kiln and a baling barn, built in 1949, which have fallen into disrepair. We wish to refurbish the hop kiln into a public tasting room, leaving the exterior similar to its current appearance while maintaining the furnace and ductwork in the south side to demonstrate the building's original use. We wish to refurbish the three-story baling barn as a private, invitation-only tasting room: equipment storage on the ground level; a kitchen and meeting area for private tastings and meals on the mid-level; and two bedrooms as marketing accommodations on the top level, with two work stations. These accommodations will be used solely as approved by applicable zoning. The two barns will be connected by an elevated walkway evoking the railcar trestle which during the hop harvest carried dried hops from the kiln to the baling barn. The baling barn will also be refurbished to maintain its current appearance.

Past uses of the property

As far back as the mid-1800s this property has been in agriculture: fruit orchards, hops, and now grapes. Purchased by Ron and Pam Kaiser in 1988, this property was christened Westside Farms and operated as a pumpkin patch and farm store with hay rides starting in 1989 and continuing until 2000. Wine grapes were planted in 1990 and the vineyard currently produces approximately 250 tons of grapes annually. Initially, during the mid-nineties, Westside Farms was open five to six days each week from May through November. After that they were open to the public seven days a week during the month of October. Weekdays were focused on school groups totaling 200-400 children plus parents arriving in school buses and car pools, with an additional 100-200 children arriving after school. Weekends would see 300 to 1000 cars arriving over the course of a day with 400-600 maximum people on site at any one time. At any given moment, 200-300 cars might have been parked on site.

Project Background

Founded in 1996, Ramey Wine Cellars and now Ramey Vineyards, LLC are wholly owned by David and Carla Ramey. The winery is currently housed in two leased buildings in the town of Healdsburg and produces approximately 40,000 cases of wine annually with its own staff and

equipment. The wine has been widely critically acclaimed and is distributed nationally and internationally. David Ramey has been a resident of Sonoma County since 1980 and has worked as winemaker at several Sonoma County wineries, including Simi, Matanzas Creek and Chalk Hill, along with Dominus and Rudd in the Napa Valley. Ramey Wine Cellars employs fifteen people, thirteen of whom live in Sonoma County.

The core team for the development of the project is comprised of architects Lundberg Design of San Francisco; general contractor Earthtone Construction of Sebastopol; civil engineers Adobe Associates of Santa Rosa; and geotechnical engineers Condor Earth Technologies for cave design and RGH Consultants for site work.

Project Details

The tasting room will be open from ten AM to five PM seven days a week, staffed by three employees during peak season with 75 visitors expected on a peak day. Proposed events are detailed in the attached table. The tasting room will be closed to the public on special event days. Depending on the size of the event, they will be held either in the baling barn (private tasting room); in the open space between the hop kiln and the baling barn; under the black walnut grove between the vineyard and the Russian River; or in the winery. Domestic flows will be discharged to septic systems designed adjacent to the tasting room and near the existing farm house. Winery process waste water will be collected, aerated and stored in a series of tanks for discharge by irrigation to the land. A Waste Discharge Permit from the North Coast Water Quality Control Board will be obtained and maintained.

Preliminary Studies

A traffic study has been completed by Whitlock & Weinberger Transportation. Their conclusion is that "A left-turn lane is neither warranted nor recommended on Westside Road at the project's driveway," and that the property's "prior use generated substantially more event traffic during the month of October than the currently proposed project will generate over the course of an entire year."

A noise assessment study was completed by Illingworth & Rodkin. Their conclusion is that amplified music and speech at events should occur only during daytime hours (7:00 a.m. to 10:00 p.m. per the report) within the private tasting (baling) barn or in the picnic (black walnut) grove. This conforms to our plans.

A greenhouse gas emissions analysis was completed by Illingworth & Rodkin. Their conclusion is that total direct and indirect emissions are projected to be only 43% of the operational threshold recommended by BAAQMD for new projects, and that "the project's GHG emissions would *not significantly* contribute to a cumulative impact on global climate change." A potential reduction in emissions may be realized when the approximately 200 tons of Chardonnay grown on the property are no longer trucked elsewhere in Sonoma County (principally Sonoma Valley) but instead are processed on site.

Additionally, we plan on continuing the stewardship of the property's agricultural heritage in a number of ways. We have completed an extensive repair of an eroding bank of the Russian River in the northeast corner of the property, a project completed by BioEngineering Associates. We're working with Master Gardener Janine Weaver of Garden Weaver Designs to select plant

materials for landscaping that will be successful on our site. There will be raised bed planters for vegetables and herbs between the hop kiln tasting room and Westside Road as well as elsewhere on the property. We've spoken with Vinny Cilurzo of Russian River Brewing Company about planting a correct selection of hops which we'll then provide for their brewing. We've engaged arborist Frederick Frey of Vintage Tree Care to prune existing trees and cull those that are past their prime. We've engaged Chris Conrad of Bee Conscious to relocate nine bee colonies from the hop kiln walls to hives elsewhere on the property. We collaborated with the Russian River Wild Steelhead Society and CA Fish and Game in installing root wads along our banks of the Russian River to provide fish habitat. And as existing grape contracts expire and we assume control of the vineyard, we'll move to Integrated Pest Management utilizing Biological Control to minimize chemical inputs. We, and our children, plan on being stewards of this property for generations.

In order to meet anticipated Use Permit conditions requiring that permits be obtained from multiple government agencies, we request additional time for the Use Permit filed under UPE14-0008, as allowed under Section 26-92-130 of the Zoning Code. We request a four-year Use Permit with a one-year extension. Thank you.

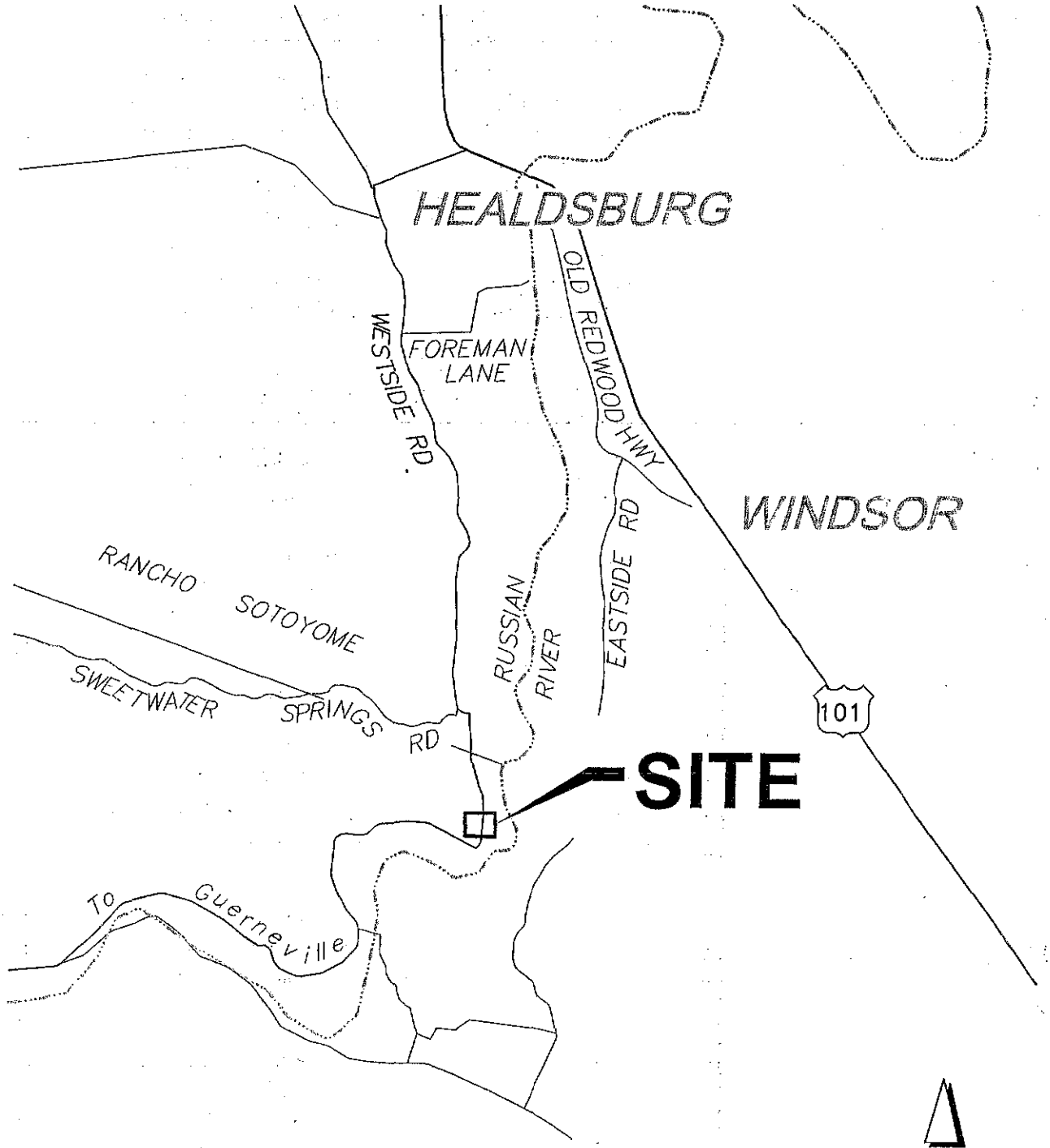
RECEIVED
SEP 25 2014
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT
COUNTY OF SONOMA

RAMEY WINE CELLARS
PROPOSED EVENTS
7097 Westside Road

UPE 14-0008

Event Type	# of events per year	Hours	Max # of guests per event	Event Location
Industry-wide Public Events	2	9 am – 9pm	300	Tasting rooms, space between, and walnut grove
Private Mailing List Release Tastings Ag Promotional	2	9 am – 9pm	300	Tasting rooms, space between, and walnut grove
Private Tasting Events Ag Promotional	5	9 am – 9pm	120	Tasting rooms, space between, and walnut grove
Private Tasting Events Ag Promotional	5	11 am – 3 pm; 6 – 9 pm	60	Tasting rooms, space between, and walnut grove
Winemaker Lunches or Dinners with Onsite Food Preparation Ag Promotional	10	11 am – 3 pm; 6 – 9 pm	30	Baling barn, walnut grove, winery

There will be no weddings or rental of any facilities to outside parties.



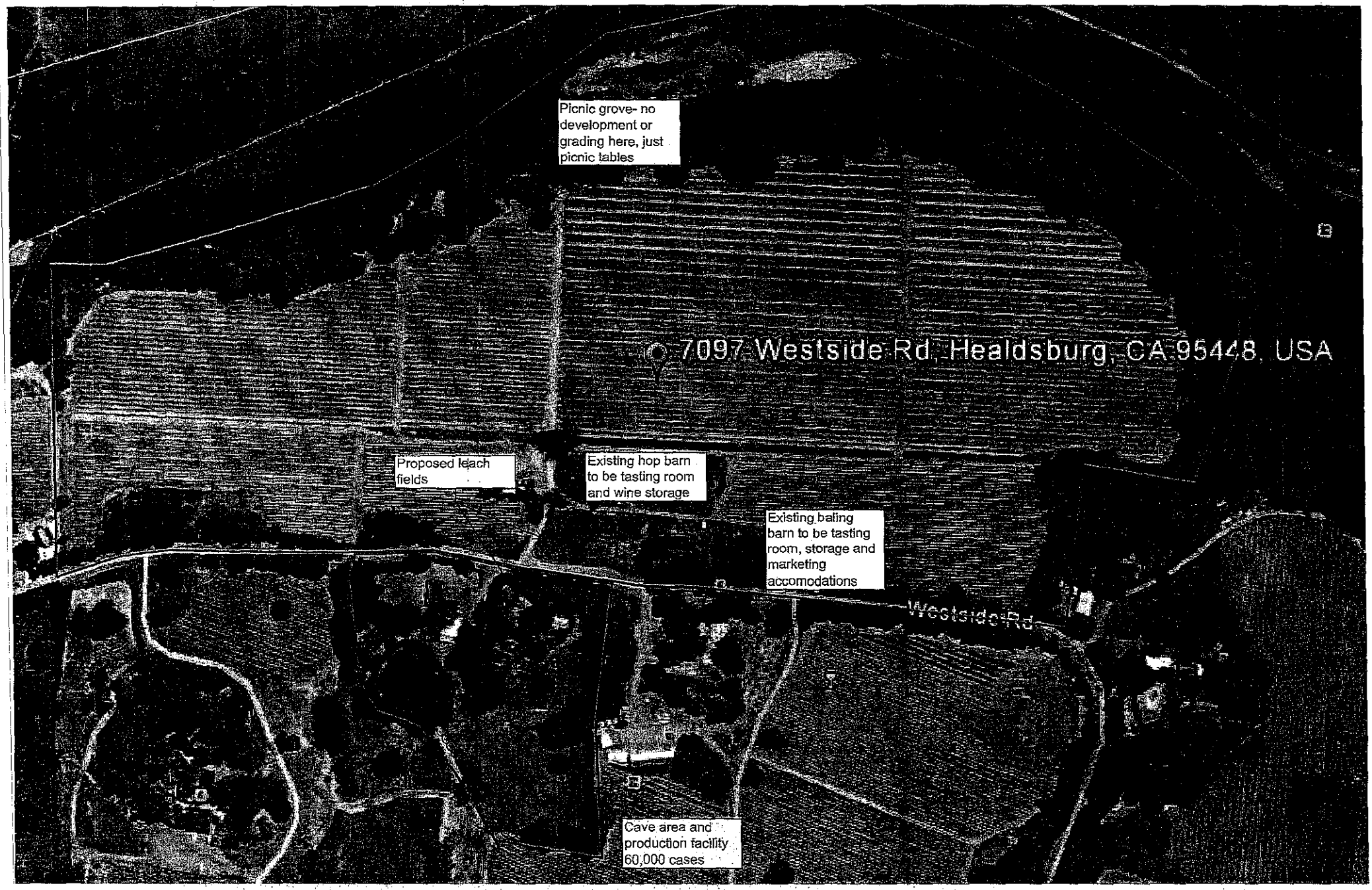
November 25, 2013

VICINITY MAP

Ramey Winery
7097 Westside Rd
Healdsburg, California

adobe associates, inc.
civil engineering | land surveying | wastewater
1220 N. Dutton Ave., Santa Rosa, CA 95401
P. (707) 541-2300 F. (707) 541-2301
Website: www.adobeinc.com
"A Service You Can Count On!"

File: T:\2013 PROJECTS\13077\DWG\ADOBE-DESIGN\DESIGN REVIEW\EXHIBITS\13077-VICINITY MAP.DWG,12/18/2013 7:15:43 AM,Justin Rodden


Picnic grove- no development or grading here, just picnic tables
7097 Westside Rd, Healdsburg, CA 95448, USA
Proposed leach fields
Existing hop barn to be tasting room and wine storage
Existing baling barn to be tasting room, storage and marketing accomodations
Westside Rd
Cave area and production facility 60,000 cases

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
176-022
179-006

110-

p was prepared for
poses only. No liability
the accuracy of the
hereon.

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

Parcel Map No. 3997
REC. 04-25-74 IN BK. 206, MAPS, PGS. - 49

SCALE: 1"

REVISI
07-07-06=
01-16-08=
01-16-08=
01-16-08=
01-25-10=
08-25-12=
12-20-13=
01-07-15=
01-13-15=
09-03-15=

179-006
176-022

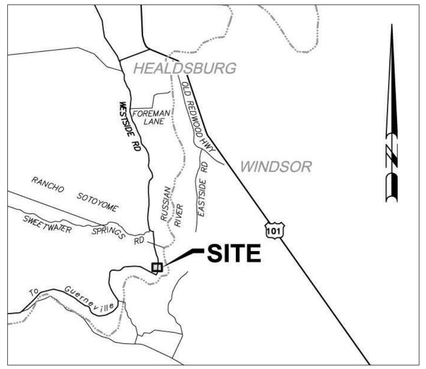
176-022
179-006

Bank of Russian River from Government Township Plat

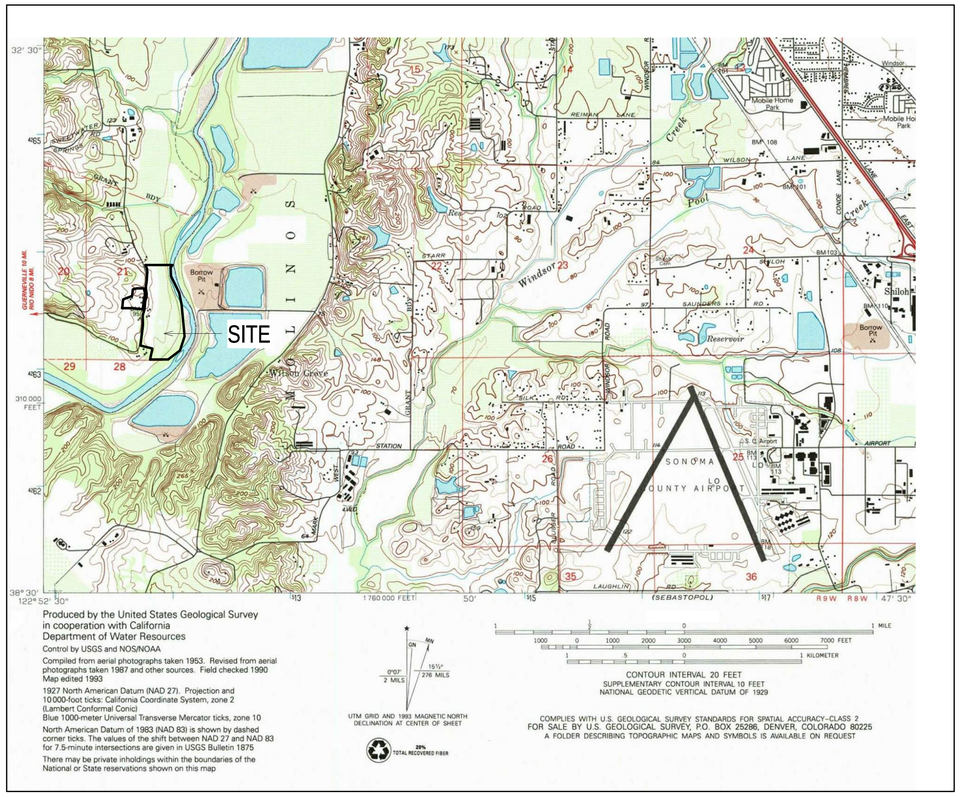
A/E 03-040874
R/S 3871/2
Ag Pre 1-445-72 2608/88
2.94Ac.
A/E 03-040874
18.04 AC.
LOT 3 (34.25 AC.)
17.98Ac.
5.25Ac.
SOTOYOME
Ag Pre 1-397 07-037936
68.24 Ac.
LOT 6 (37.13 AC.)
R/S 756/31-32
HEALDSBURG
GUERNEVILLE ROAD
6.24 Ac.
LOT 1
5.89 Ac.
Lot 2
34.19 Ac.
A/E 03-040874
Ag Pre 2-286 14-086441
34.3 Ac.
Ag Pre 1-397 09-122756
Pin. Lot 1
LOT 7 (39.79 AC.)
39.10 Ac.
R/S 639/2-3
Ag. Pre. 1-397 03-258976
12.33 Ac.
R/S 639/2-3
LOT 1 (22.80 AC.)
23.4+ AC.
R/S 755/19
P.M. 86-349
LOT 2
42.85Ac.
PM 3997

Parcel Map 86-349
REC. 6-11-87 IN BK. 397, MAPS, PGS. 34-36

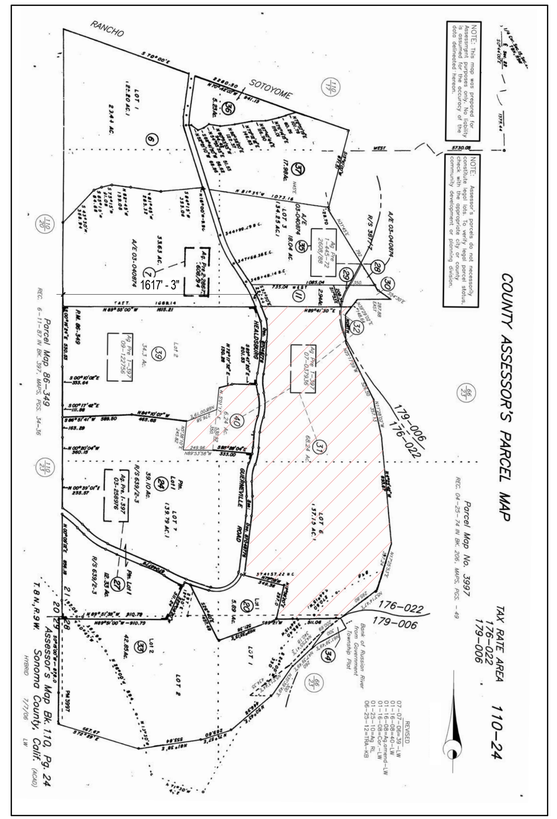
Assessor's Map Bk. 1
T.8N., R.9W. Sonoma County,
HYBRID 7/7/06



3 Location Plan
N.T.S.



2 USGS Quardrangle Map
1" = 2000'-0"



1 Assessor's Parcel Map
1" = 600'-0"

Abbreviations

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AD	AREA DRAIN
ADJ.	ADJACENT
A.F.F.	ABOVE FINISH FLOOR
ALT.	ALTERNATE
APPROX.	APPROXIMATE
ARCH.	ARHITECTURAL
AVG.	AVERAGE
BC	BEGIN CURVE
BLDG.	BUILDING
BM.	BENCHMARK
BO	BLACK OAK
B.O.	BOTTOM OF
B.U.	BUILT-UP
BY	BAY LAUREL
CB	CATCH BASIN
CL	CLASS
C.L.	CENTER LINE
CLR.	CLEAR
COL.	COLUMN
CONC.	CONCRETE
CONSTR.	CONSTRUCTION
CONT.	CONTINUOUS
CYP	CYPRESS
DBL.	DOUBLE
DEPT.	DEPARTMENT
DET.	DETAIL
DF	DOUGLAS FIR
DIA	DIAMETER
DIM.	DIMENSION
DN.	DOWN
DWG.	DRAWING
DWY	DRIVEWAY
(E)	EXISTING
EA.	EACH
EL.	ELEVATION
ELECT.	ELECTRICAL
ELEV.	ELEVATOR
EQ.	EQUAL
EQUIP.	EQUIPMENT
EXT.	EXTERIOR
F.D.	FLOOR DRAIN
F.F.	FINISH FLOOR
FDN.	FOUNDATION
FG	FINISH GRADE
FH	FIRE HYDRANT
FIN.	FINISH
FL	FLOWLINE
FLR.	FLOOR
FSS	FIRE SAFE STANDARD
FT.	FOOT / FEET
FTG.	FOOTING
GALV.	GALVANIZED
GB	GRADE BREAK
GL.	GLASS
G.L.	GRID LINE
GR	GRATE
GWB	GYPSUM WALL BOARD
H.B.	HOSE BIBB
HDWD.	HARDWOOD
HORIZ.	HORIZONTAL
HT.	HEIGHT
I.D.	INSIDE DIAMETER
INSUL.	INSULATION
INT.	INTERIOR
LF	LINEAR FEET
LO	LIVE OAK
MAT'L	MATERIAL
MAX.	MAXIMUM
MECH.	MECHANICAL
MG	MAGNOLIA
MIN.	MINIMUM
MISC.	MISCELLANEOUS
(N)	NEW
N	NORTH
NOM.	NOMINAL
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
OPG.	OPENING
OPP.	OPPOSITE
PERF.	PERFORATED
P.L.	PROPERTY LINE
PN	PINE
POP	POPLAR
PP	POWER POLE
PROP.	PROPERTY
PT.	POINT
QTY.	QUANTITY
RAD.	RADIUS
RM.	ROOM
REF.	REFERENCE
REINF.	REINFORCED
REQ'D.	REQUIRED
RW	REDWOOD
R.W.L.	RAIN WATER LEADER
SCHED.	SCHEDULE
SD	STORM DRAIN
SECT.	SECTION
SIM.	SIMILAR
SQ.	SQUARE
SS	STAINLESS STEEL
STD.	STANDARD
STL.	STEEL
STOR.	STORAGE
STRUCT.	STRUCTURAL
SYM.	SYMMETRICAL
T&G	TONGUE AND GROOVE
T.O.	TOP OF
TYP.	TYPICAL
UN	UNKNOWN
U.O.N.	UNLESS OTHERWISE NOTED
UTIL.	UTILITY
VERT.	VERTICAL
VEST.	VESTIBULE
V.I.F.	VERIFY IN FIELD
w/	WITH
W.C.	WATER CLOSET
W/D	WASHER/DRYER
W/O	WITHOUT
WL	WALNUT
WO	WHITE OAK
WV	WATER VALVE

Project Directory

OWNER:	RAMEY WINE CELLARS	Contact:	David Ramey
	P.O. BOX 788	tel:	707-433-0870 x1101
	HEALDSBURG, CA 95448	email:	david@rameywine.com
ARCHITECT:	LUNDBERG DESIGN	Contact:	Lev Bereznycky
	2620 3rd ST	tel:	415-695-0110 x25
	SAN FRANCISCO, CA 94107	email:	lev@lundbergdesign.com
CIVIL:	ADOBE ASSOCIATES	Contact:	David Brown
	1220 N. DUTTON AVE	tel:	707-541-2300
	SANTA ROSA, CA 95401	email:	DBrown@adobeinc.com
CONTRACTOR:	EARTHTONE CONSTRUCTION	Contact:	Andy Bannister
	1220 N. DUTTON AVE	tel:	707-823-6118
	SANTA ROSA, CA 95401	email:	andy@earthtoneconstruction.com

Project Information

PROJECT SITE: 7097 WESTSIDE ROAD, HEALDSBURG, CA 95448

SCOPE OF WORK:
- ENLARGE EXISTING DRIVEWAYS TO MEET FSS STANDARDS
- PROVIDE ADDITIONAL DRIVEWAYS AND PARKING AREAS TO MEET NEW NEEDS
- RE-PURPOSE EXISTING (DILAPIDATED) HOP KILN INTO A TASTING ROOM
- RE-PURPOSE EXISTING (DILAPIDATED) BALING BARN INTO A MARKETING CENTER
- CONSTRUCT NEW WINERY & WINE CAVES AT THE REAR OF PARCEL 110-240-040

PARCEL NUMBER: 110-240-031 (a) & 110-240-040 (b)

ZONING & LAND USE: (a) LIA B6 60 BR, F1, F2, SR VCH / LIA 60
(b) LIA B6 60 SR / LIA 100

SETBACKS: REAR 20 ft
SIDE 10 ft

FLOOR AREA	EXISTING / RE-USED		NEW / PROPOSED	
	Conditioned	Unconditioned	Conditioned	Unconditioned
WINERY			9,210 sf	23,000 sf
WINE CAVES				20,720 sf
TASTING / HOP KILN	1,460 sf	5,390 sf		
TASTING / BALING BARN	3,940 sf	1,350 sf		
PUMP STATION		350 sf		
SUB-TOTAL	5,400 sf	7,090 sf	9,210 sf	43,720 sf

PROJECT TOTAL 14,600 sf (Conditioned Space)
50,810 sf (Unconditioned Space, incl'd Wine Caves)

Drawing List

A0.00	Cover Sheet
A1.00	Project Site Plan (Existing)
A1.00b	Project Site Plan Footprint Analysis
A1.01	EAST Site Plan (Proposed)
A1.02	WEST Site Plan (Proposed)
A1.10	Public Tasting / Hop Kiln Plans (Proposed)
A1.11	Reserve Tasting / Bailing Barn Plans (Proposed)
A1.12	New Winery Floor Plans
A1.13	Winery Area Calculations
A2.00	Hop Kiln Elevations (Existing)
A2.01	Public Tasting / Hop Kiln Elevations (Proposed)
A2.02	Baling Barn Elevations (Existing)
A2.03	Reserve Tasting / Bailing Barn Elevations (Proposed)
A2.04	New Winery Elevations
A3.00	Tasting Kiln & Barn Sections (Proposed)
A3.01	New Winery Sections
A5.00	Signage & Ext. Lighting Plan (East Side)
A5.01	Signage & Ext. Lighting Plan (West Side)
A5.02	Landscape Elements & Gates
A5.03	Landscape Elements & Gates
A10.00	Photomontage View from the North
A10.01	Photomontage View from the West
A10.02	Photomontage View from the South
A10.03	Old Trestle / Pedestrian Bridge Views
A10.04	Winery Renderings
A10.10	Materials Board - Tasting Kiln & Barn
A10.11	Materials Board - Winery
C1	WEST Grading & Drainage Plan
C2	EAST Grading & Drainage Plan
L1	EAST Landscape Plan (Proposed)
L2	WEST Landscape Plan (Proposed)

LUNDBERG DESIGN
2620 THIRD STREET
SAN FRANCISCO CA 94107-3115
T 415.695.0110 F 415.695.0379

Ramey Winery

7097 Westside Road
Healdsburg, CA

APPLICATION NO. UPE14-0008

LICENSED ARCHITECT
THOMAS OLLE LUNDBERG
C13744
1-31-17
RENEWAL
STATE OF CALIFORNIA

Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15
2	Add'l Site Analysis Overlay	05.12.17
3	Noise Mitigation Modifications	08.16.17
4	Noise Mitigation Modifications	08.16.17
5	Scenic Corridor Modifications	08.23.17
6	Design Review Modifications	08.24.17

Print Date: 8/24/2017 1:52 PM
Drawn By: LB
Checked By: TOL
Scale: As indicated

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Cover Sheet

A0.00

LEGEND

- BUILDING
- WOOD DECK SURFACE
- STONE WALL
- GRAVEL SURFACE
- ASPHALT SURFACE
- CONCRETE SURFACE
- BRICK SURFACE
- LANDSCAPE AREA
- FENCE
- FLOWLINE
- TOP OF BANK
- TOE OF BANK OR GRADEBREAK
- RETAINING WALL
- OVERHEAD UTILITY LINE
- VINEROW
- FF — FINISH FLOOR ELEVATION
- INV — INVERT ELEVATION
- CMP — CORRUGATED METAL PIPE
- CPP — CORRUGATED PLASTIC PIPE
- × 294.3 — SPOT ELEVATION
- WV — WATER VALVE
- IRV — IRRIGATION CONTROL VALVE
- HB — HOSE BIB
- IR — IRRIGATION SPRINKLER
- UP — UTILITY DROP POLE
- LIGHT OR LAMP POST
- LPG — LIQUID PROPANE GAS
- SCO — SEWER CLEANOUT or I.D.
- JP — JOINT UTILITY POLE
- UTILITY POLE GUY WIRE
- 24" LO — TREE LOCATION, NUMBER OF TRUNKS, AVERAGE TRUNK DIAMETER AND SPECIES AS BELOW

OR ORNAMENTAL — RW REDWOOD
DW DOGWOOD — BO BLACK OAK
MG MAGNOLIA — WO WHITE OAK
DF DOUG FIR — BY BAY
PN PINE — LO LIVE OAK
POP POPLAR — WL WALNUT
CYP CYPRESS — APL APPLE
UN UNKNOWN

STMP STUMP — CLSTR CLUSTER

N

SCALE: 1" = 30'

CONTOUR INTERVAL = 1'

POND (NOT SURVEYED)

EXISTING SHED TO REMAIN

EXISTING BARN TO REMAIN

EXISTING SHED TO BE REMOVED

EXISTING PAD TO BE REMOVED

EXISTING HOUSE TO REMAIN

EXISTING HOUSE TO BE REMOVED

SEE CIVIL DRAWINGS FOR LOCATION OF FUTURE SEPTIC FIELD

WEST SIDE

EAST SIDE

WESTSIDE ROAD

EXISTING TRAILER BLDG. TO BE REMOVED

EXISTING PUMP STATION TO BE REBUILT

SEE CIVIL DRAWINGS FOR LOCATION OF FUTURE SEPTIC FIELD

EXISTING HOP KILN TO BE RE-PURPOSED AS PUBLIC TASTING ROOM

EXISTING HOUSE TO BE REMOVED

EXISTING BALING BARN TO BE RE-PURPOSED AS PRIVATE TASTING ROOM & MARKETING CENTER

SURVEY & TOPOGRAPHIC INFO:

DATA PROVIDED BY CURTIS & ASSOCIATES,
LAND SURVEYING & ENGINEERING
805 HEALDSBURG AVE, HEALDSBURG CA 95448
PHONE: 707-433-4808
MAP PREPARED: 'TOPOGRAPHIC MAP PREPARED FOR RAMEY WINE CELLARS', JOB NO. 13-010
DATED MARCH 5, 2013

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2620 THIRD STREET
SAN FRANCISCO CA 94107-3115
T 415.695.0110 F 415.695.0379

Ramey Winery

7097 Westside Road
Healdsburg, CA

NORTH ARROW THIS SHEET

LICENSED ARCHITECT
THOMAS OLLE LUNDBERG
C-30744
1-31-17
RENEWAL
STATE OF CALIFORNIA

Issues/ Revisions

Rev. #	Description	Date

Print Date: 4/16/2015 11:22:36 AM
Drawn By: LB
Checked By: TOL
Scale: 1" = 40'-0"

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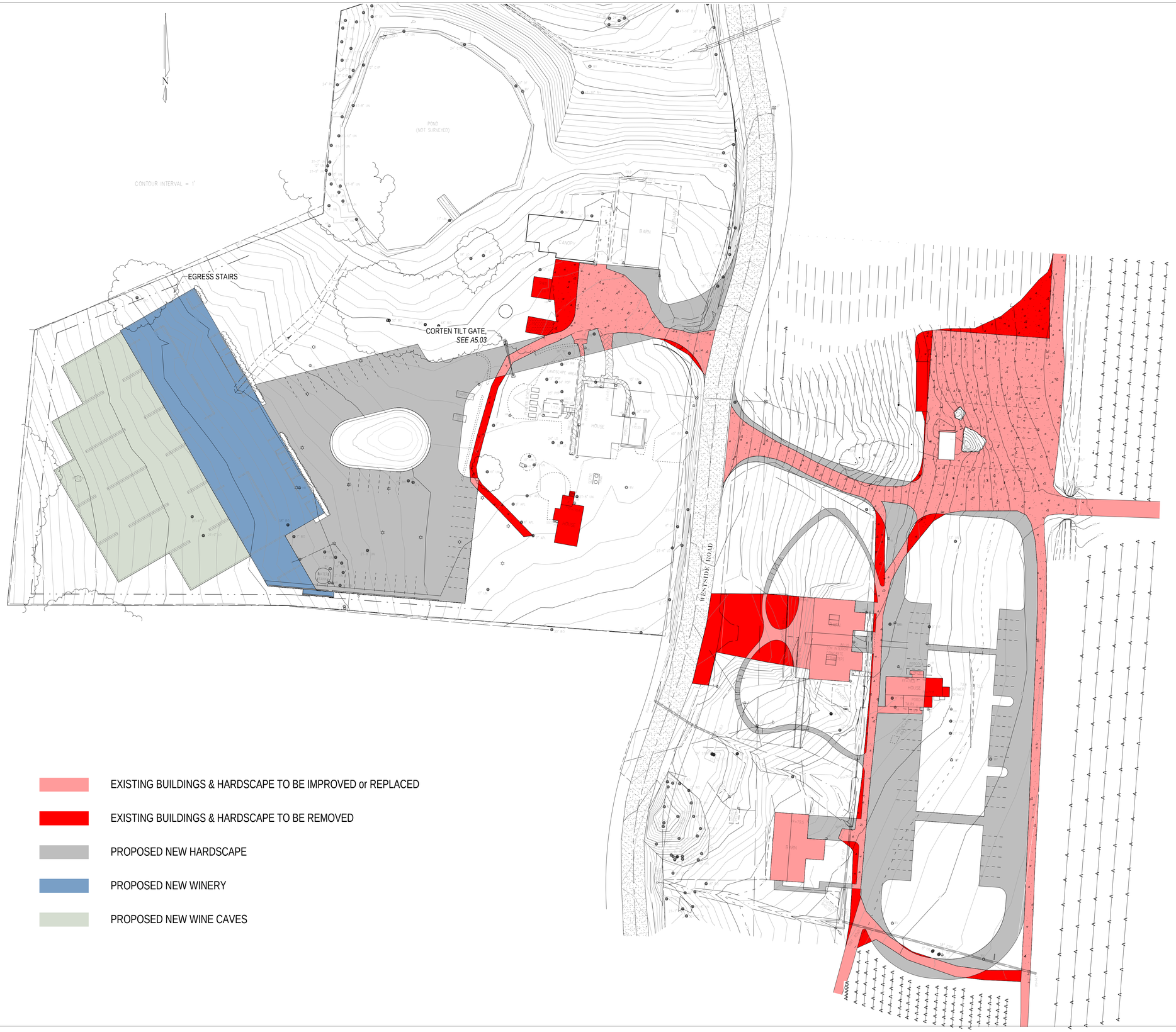
Project Site Plan (Existing)

A1.00



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THOMAS OLLE LUNDBERG
C19744
RENEWAL 1-31-17
DATE
STATE OF CALIFORNIA

Issues/ Revisions

Rev. #	Description	Date
2	Add'l Site Analysis Overlay	05.12.17

Print Date: 5/12/2017 1:50:59 PM
Drawn By: LB
Checked By: TOL
Scale: 1" = 40'-0"

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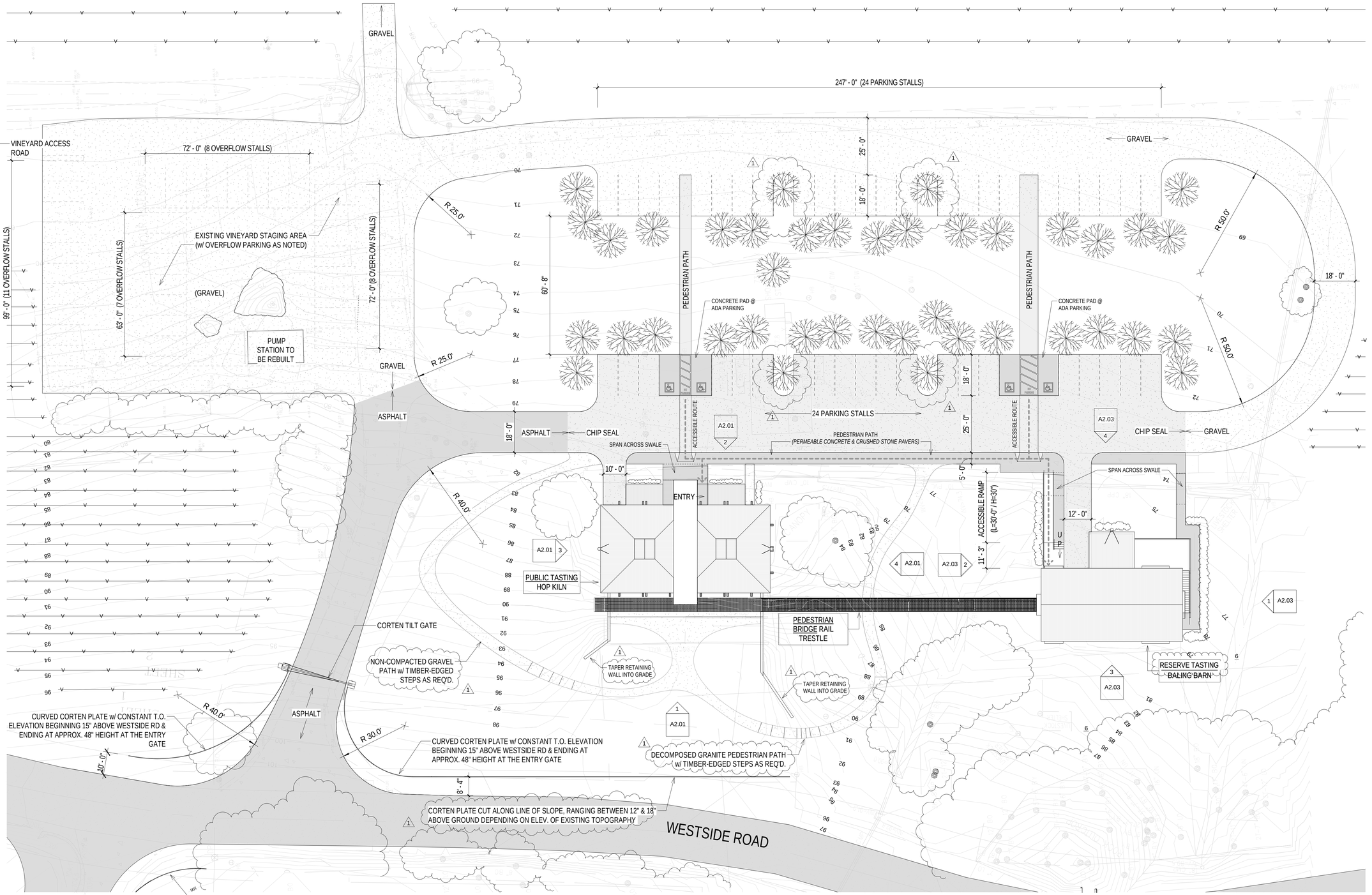
Project Site Plan Footprint Analysis

2

A1.00b



GENERAL NOTES:

1. SEE LANDSCAPE PLAN FOR NEW PLANTING LAYOUT & PLANT LIST.
2. SEE LANDSCAPE PLAN FOR TREE PROTECTION.
3. SEE A5.00 FOR EXTERIOR LIGHTING & SIGNAGE PLAN.
4. SEE A1.00 FOR EXISTING STRUCTURES TO BE REMOVED.
5. SEE A1.00 FOR CUT & FILL AREAS.
6. SEE C1 & C2 FOR SEPTIC INFORMATION.

PARKING CALCULATIONS

HOP KILN (TASTING ROOM)			
Case Storage	843 sf	(1 space / 2,000sf)	1
Tasting Rooms	796 sf	(1 space / 60sf)	14
Tasting Bar & Kitchen	397 sf	(1 space / 200sf)	2
TOTAL 'A' (Regular)			31
TOTAL 'B' (with Event Overflow) *			37 *

HOP BARN (TASTING ROOM + INDUSTRY ACCOMMODATIONS)			
Guest Rooms / Lounge	2 units	(1 space / unit)	2
Tasting Room	596 sf	(1 space / 60sf)	10
Tasting Bar & Kitchen	266 sf	(1 space / 200sf)	2
V.I.P. Lounge	545 sf	(1 space / 100sf) *	6
Sub-Total 'B' (Private Event Overflow) *			6 *

LUNDBERG DESIGN
2620 THIRD STREET
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T 415.695.0110 F 415.695.0379

Ramey Winery

7097 Westside Road, Healdsburg, CA

NORTH ARROW THIS SHEET

LICENSED ARCHITECT
THOMAS OLLE LUNDBERG
C-27744
1-31-17
RENEWAL DATE
STATE OF CALIFORNIA

Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15
6	Design Review Modifications	08.24.17

Print Date:
Drawn By: LB
Checked By: TOL
Scale: 1" = 20'-0"

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EAST Site Plan (Proposed)

A1.01

GENERAL NOTES:

1. SEE LANDSCAPE PLAN FOR NEW PLANTING LAYOUT & PLANT LIST.
2. SEE LANDSCAPE PLAN FOR TREE PROTECTION.
3. SEE A5.01 FOR EXTERIOR LIGHTING & SIGNAGE PLAN.
4. SEE A1.00 FOR EXISTING STRUCTURES TO BE REMOVED.
5. SEE A3.01 FOR CUT & FILL AREAS.
6. SEE C1 & C2 FOR NEW GRADING & SITE DRAINAGE.
7. SEE C1 & C2 FOR SEPTIC INFORMATION.

A2.04 3

10' SETBACK

ROOFTOP PLANTERS ALONG NORTH, EAST & SOUTH SIDES

143' - 0" (REGULAR PARKING)

CHIP SEAL

15 PARKING STALLS

CONCRETE

ACCESSIBLE ROUTE

A2.04 1

CAVES (HATCHED)

20' SETBACK

CAVES (HATCHED)

5 OVERFLOW PARKING STALLS

12 PARKING STALLS

CONCRETE

8 OVERFLOW PARKING STALLS

10' SETBACK

ROOFTOP PLANTERS ALONG NORTH, EAST & SOUTH SIDES

A2.04 2

175' SCENIC CORRIDOR SETBACK (30% OF PROPERTY DEPTH)

EXISTING SHED TO REMAIN

EXISTING BARN TO REMAIN

72' - 0" (OVERFLOW PARKING)

EXISTING SHED TO BE REMOVED

CORTEN TILT GATE, *SEE A5.03*

R 10.0'

20' - 0"

R 20.0'

8 OVERFLOW PARKING STALLS

CHIP SEAL

CONCRETE

CURVED CORTEN PLATE w/ CONSTANT T.O. ELEVATION AT APPROX. 24" ABOVE GROUND

R 40.0'

R 30.0'

R 22.0'

R 28.5'

R 10.0'

EXISTING HOUSE TO REMAIN

EXISTING HOUSE TO BE REMOVED

CHIP SEAL

108' - 0" (REGULAR PARKING)

100' - 0" WOOD FENCE

CONCRETE RETAINING WALL EXTENDS 6' ABOVE EXISTING GRADE FOR NOISE MITIGATION WALL BECOMES 100' LONG DOUBLE SIDED WOOD FENCE 6' ABOVE EXISTING GRADE BEYOND PARKING AREA

NOTE THE WOOD FENCE BEYOND THE SCENIC CORRIDOR SETBACK TO BE SCREENED FROM VIEW BY EXISTING LANDSCAPING

EXISTING LANDSCAPING TO REMAIN TO SCREEN NEW FENCE

WESTSIDE RD.

LUNDBERG DESIGN

2620 THIRD STREET
SAN FRANCISCO CA 94107-3115
T 415.695.0110 F 415.695.0379

Ramey Winery

7097 Westside Road
Healdsburg, CA

NORTH ARROW THIS SHEET

LICENSED ARCHITECT
THOMAS OLLE LUNDBERG
C13744
1-31-17
RENEWAL
DATE
STATE OF CALIFORNIA

Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15
4	Noise Mitigation Modifications	08.16.17
5	Scenic Corridor Modifications	08.23.17

Print Date: 8/23/2017 4:11 PM
Drawn By: LB
Checked By: TOL
Scale: 1" = 20'-0"

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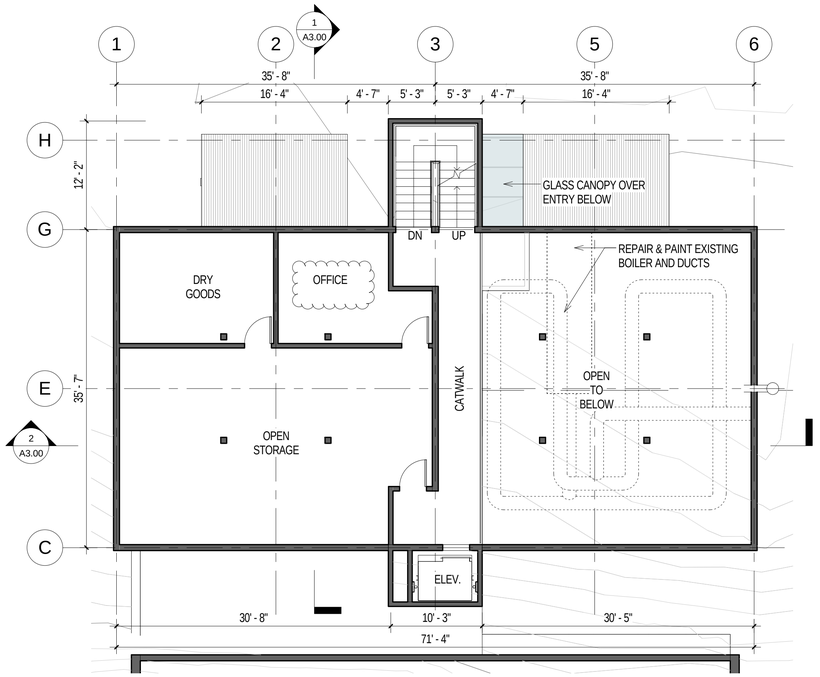
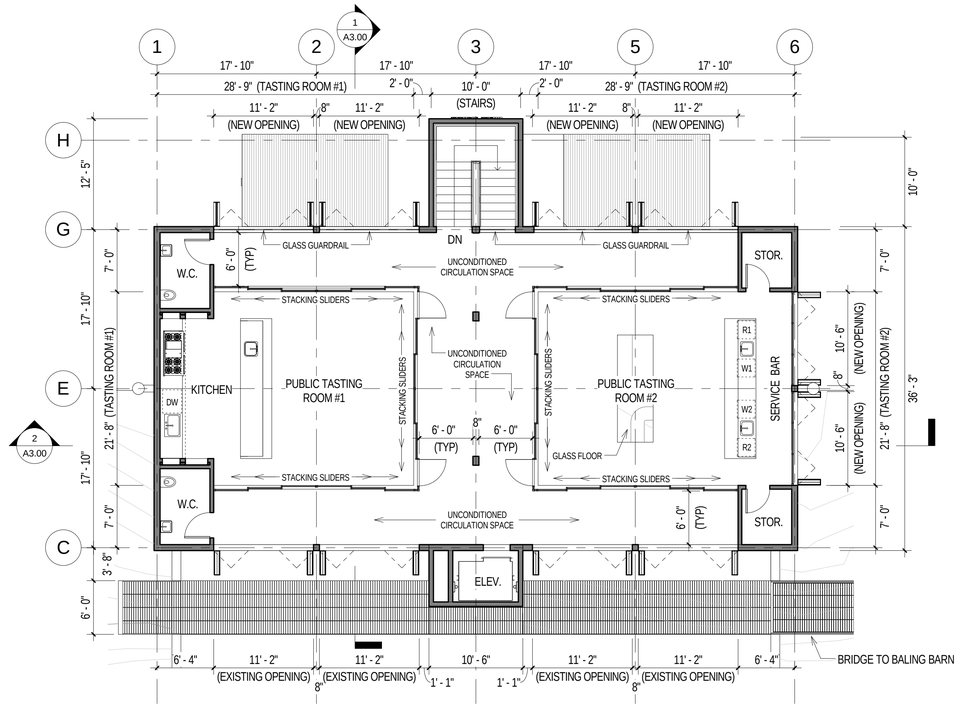
WEST Site Plan (Proposed)

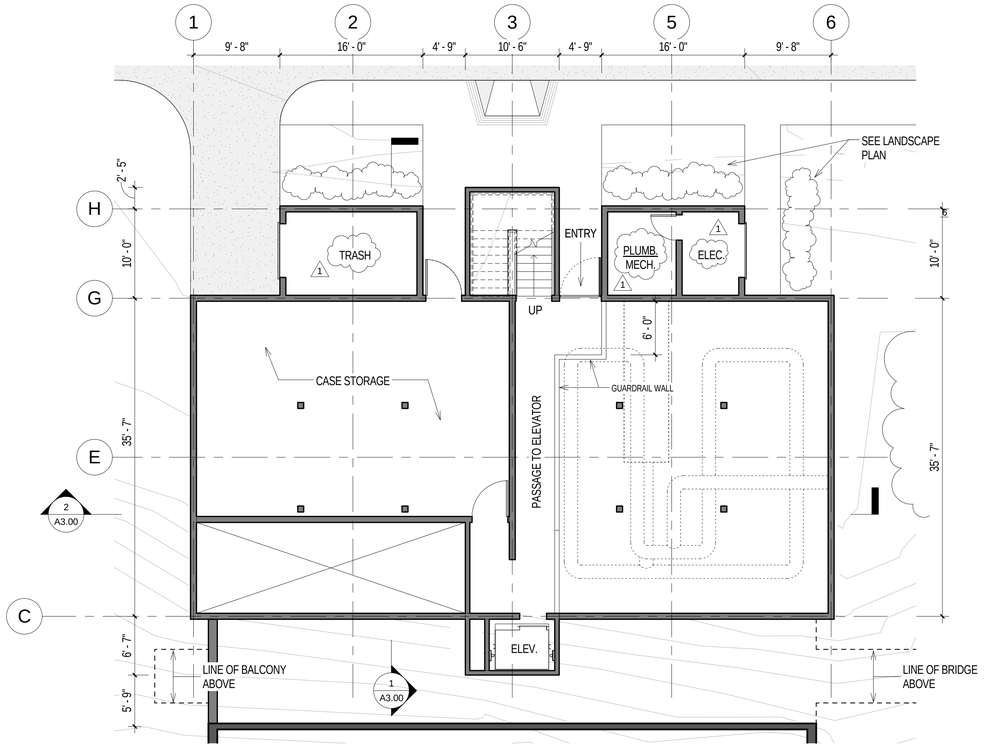
A1.02



3 Public Tasting / Hop Kiln - Mezzanine (Proposed)
1/8" = 1'-0"



2 Public Tasting / Hop Kiln - 2nd Floor (Proposed)
1/8" = 1'-0"



1 Public Tasting / Hop Kiln - 1st Floor (Proposed)
1/8" = 1'-0"

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Ramey Winery

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C17244
1-31-17
RENEWAL DATE
STATE OF CALIFORNIA

Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15
6	Design Review Modifications	08.24.17

Print Date: 8/24/2017 1:52 PM
Drawn By: LB
Checked By: TOL
Scale: 1/8" = 1'-0"

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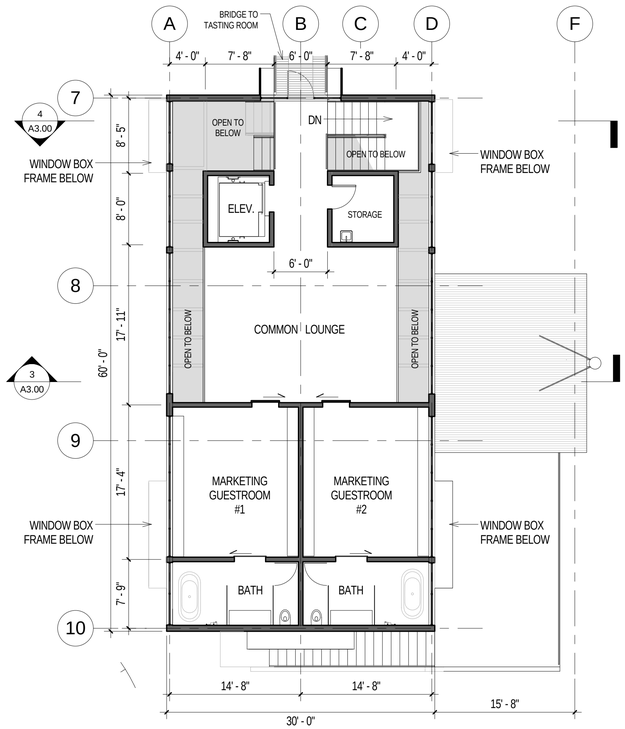
Public Tasting / Hop Kiln Plans (Proposed)

A1.10



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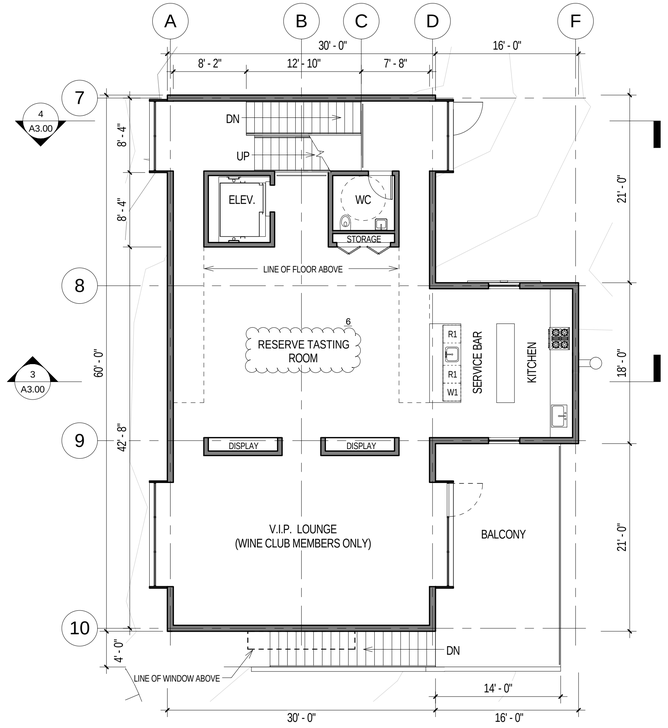
3 Reserve Tasting / Bailing Barn - 3rd Floor
1/8" = 1'-0"



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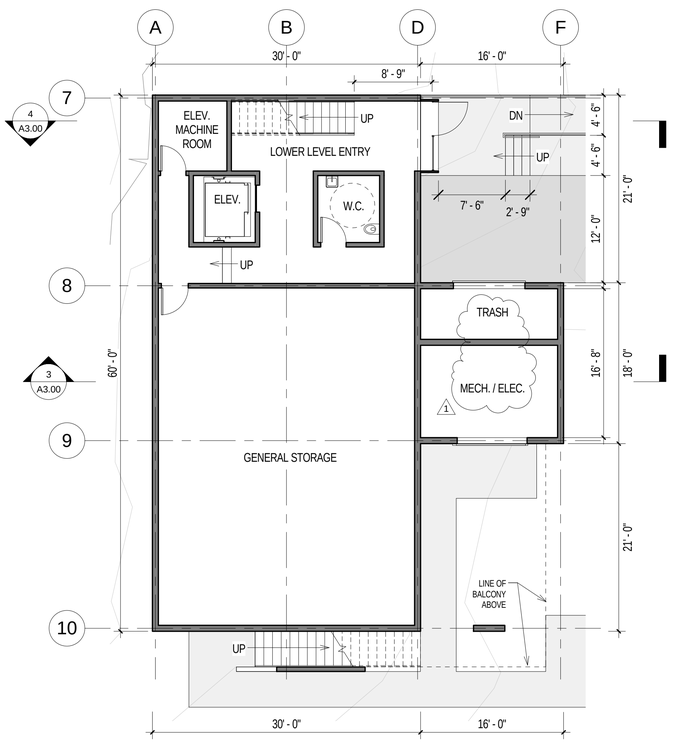
2 Reserve Tasting / Bailing Barn - 2nd Floor
1/8" = 1'-0"



6
1 Reserve Tasting / Bailing Barn - 1st Floor
1/8" = 1'-0"

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Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15
6	Design Review Modifications	08.24.17

Print Date: 8/24/2017 1:52 PM
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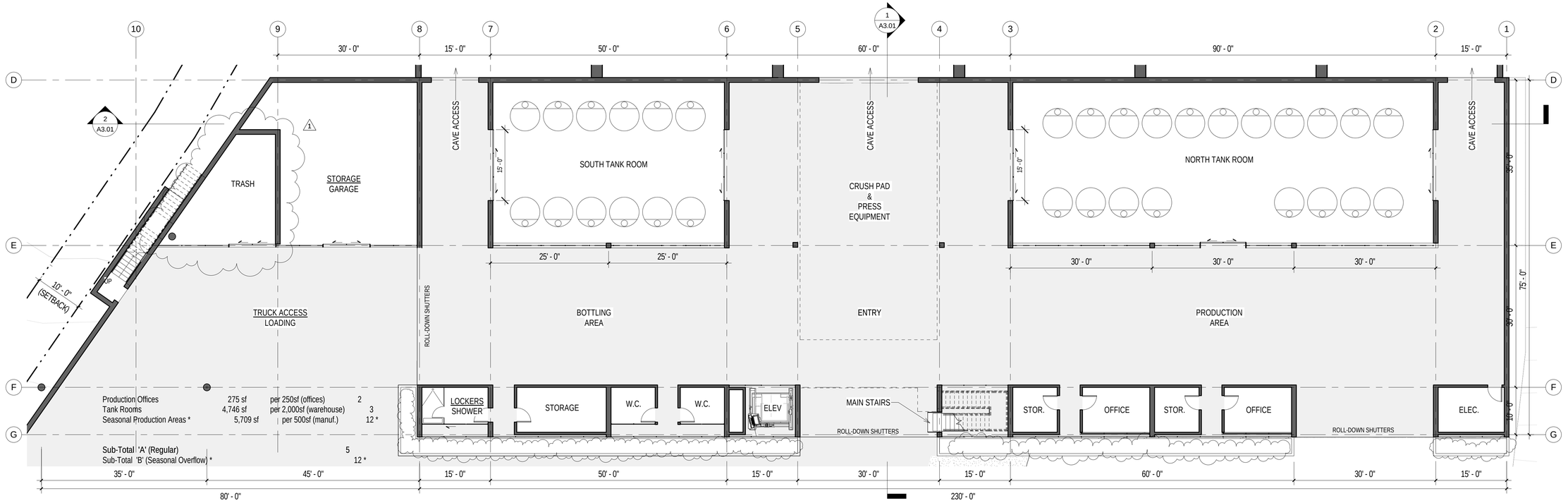
6

Reserve Tasting / Baling Barn Plans (Proposed)

A1.11

5

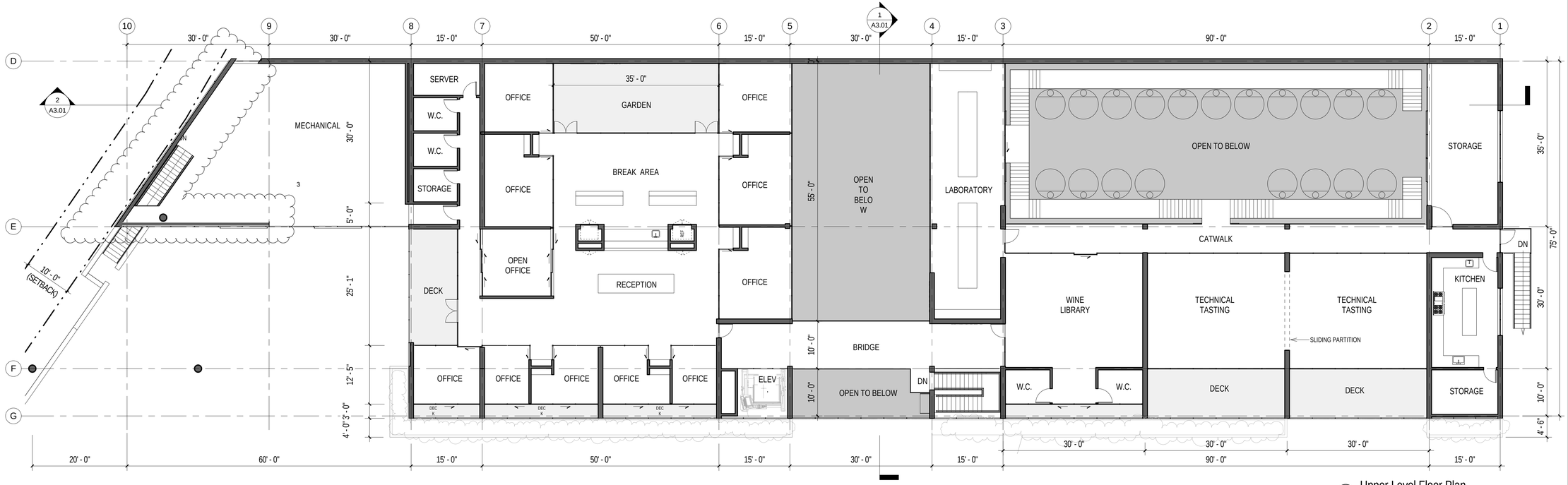


2 Ground Level Floor Plan
3/32" = 1'-0"

PARKING CALCULATIONS							
Ground Floor				Upper Floor			
Production Offices	275 sf	(1 space / 250sf)	2	Winery Offices & Library	4,757 sf	(1 space / 250sf)	19
Tank Rooms	4,746 sf	(1 space / 2,000sf)	2	Laboratory	756 sf	(1 space / 500sf)	2
Seasonal Production Areas *	5,709 sf	(1 space / 500sf)	12 *	Technical Tasting *	1,402 sf	(1 space / 60sf)	23 *
Sub-Total 'A' (Regular)			4	Sub-Total 'A' (Regular)			21
Sub-Total 'B' (Seasonal Overflow) *			12 *	Sub-Total 'B' (Marketing Overflow) *			23 *

GENERAL NOTES:

1. LIGHT SHADED AREAS ARE UNCONDITIONED / EXTERIOR SPACES.
2. MEDIUM SHADED AREAS ARE OPEN TO BELOW.
3. SEE A1.13 FOR CAVE LAYOUT & WINERY AREA CALCULATIONS.
4. SEE LANDSCAPE PLANS FOR PLANT LIST & LAYOUT.



1 Upper Level Floor Plan
3/32" = 1'-0"

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Issues/ Revisions

Rev. #	Description	Date
1	*Design Review Modifications*	*04.15.15*
3	*Noise Mitigation Modifications*	*08.16.17*

Print Date: 8/16/2017 11:05 AM
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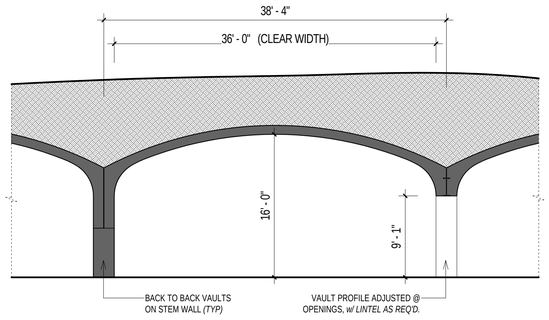
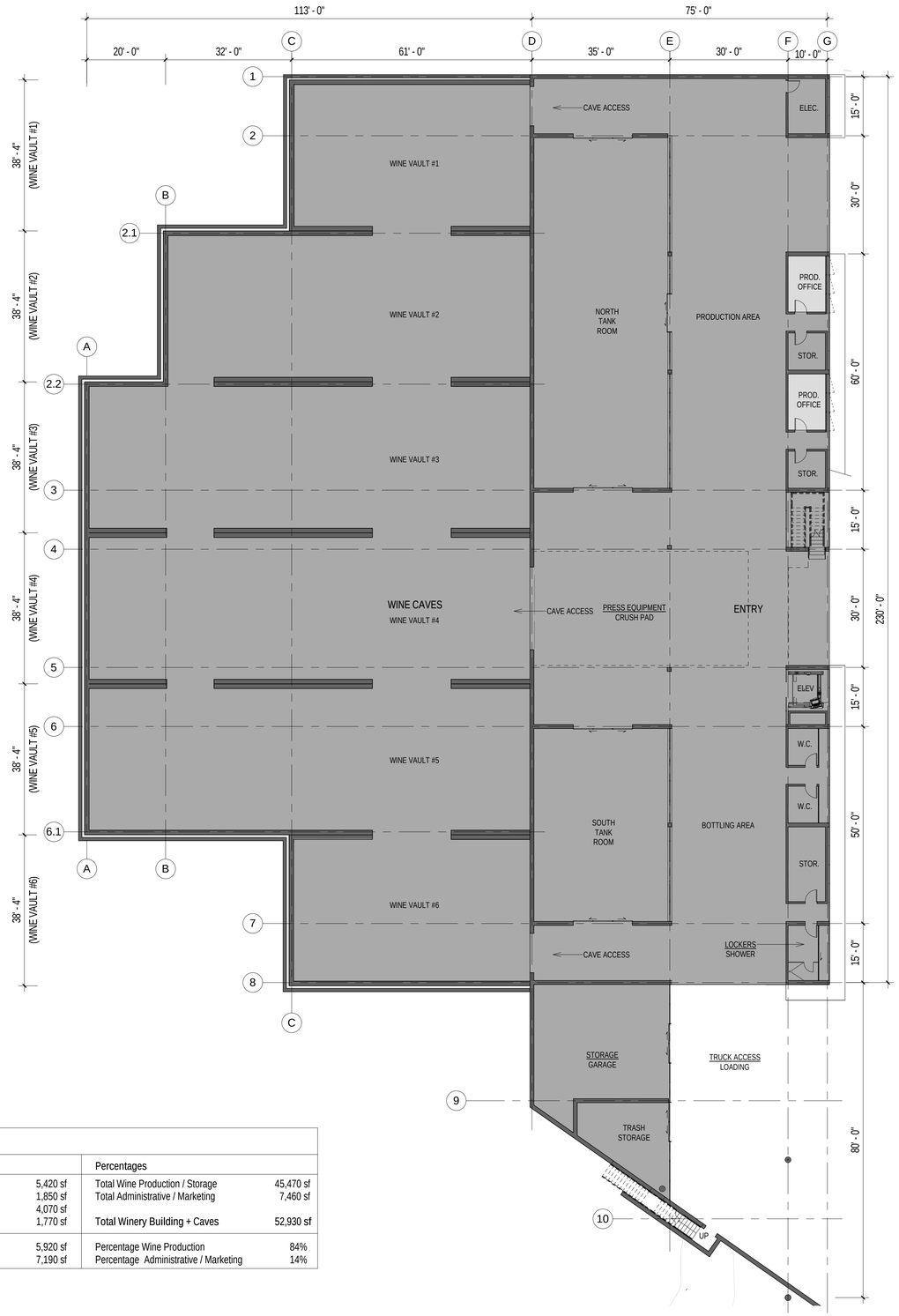
New Winery Floor Plans

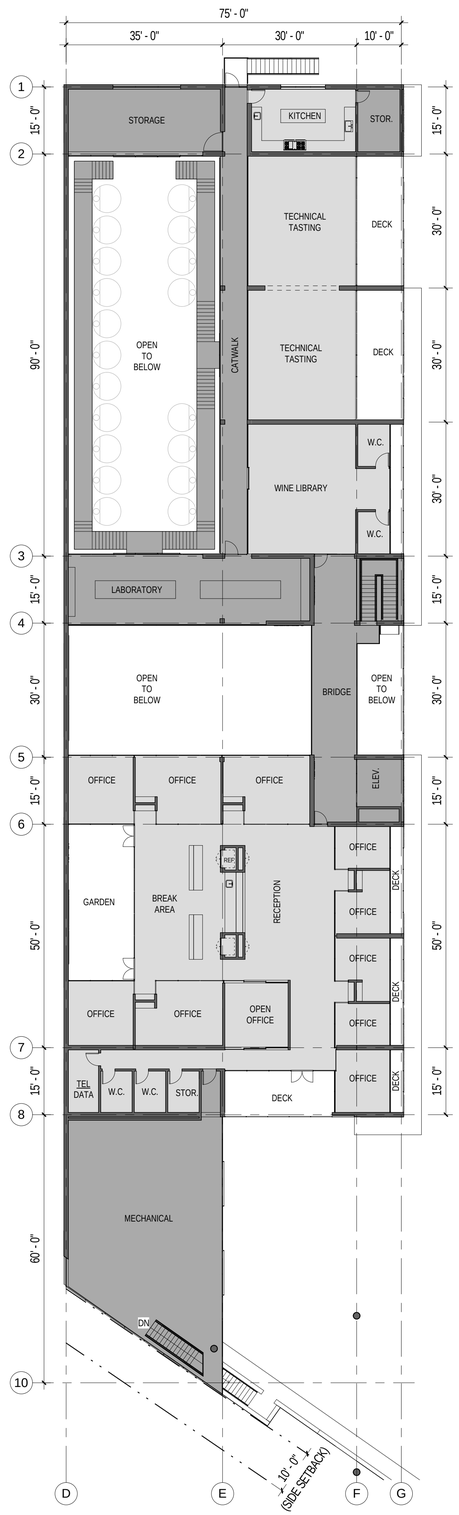
A1.12



3 Precast Vault Caves
1/8" = 1'-0"



2 1st Floor Plan - Area Calcs
1/16" = 1'-0"



1 2nd Floor Plan - Area Calcs
1/16" = 1'-0"

WINERY AREA CALCULATIONS

Ground Floor		Upper Floor		Percentages	
Caves	20,720 sf	Administrative Offices	5,420 sf	Total Wine Production / Storage	45,470 sf
Production *	18,830 sf	Mechanical Area	1,850 sf	Total Administrative / Marketing	7,460 sf
Production Offices	270 sf	Wine Production **	4,070 sf		
		Marketing Area	1,770 sf	Total Winery Building + Caves	52,930 sf
Sub-Total (Production)	39,550 sf	Sub-Total (Production)	5,920 sf	Percentage Wine Production	84%
Sub-Total (Administrative)	270 sf	Sub-Total (Admin / Mrktg)	7,190 sf	Percentage Administrative / Marketing	14%

* *includes tank rooms, restrooms & locker room*
** *includes general circulation areas*

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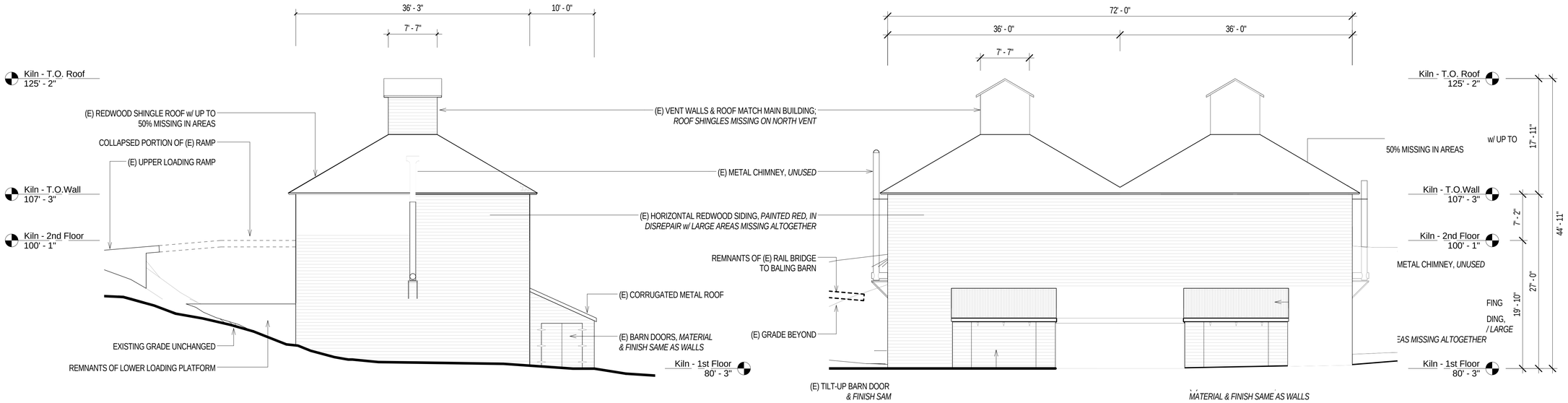
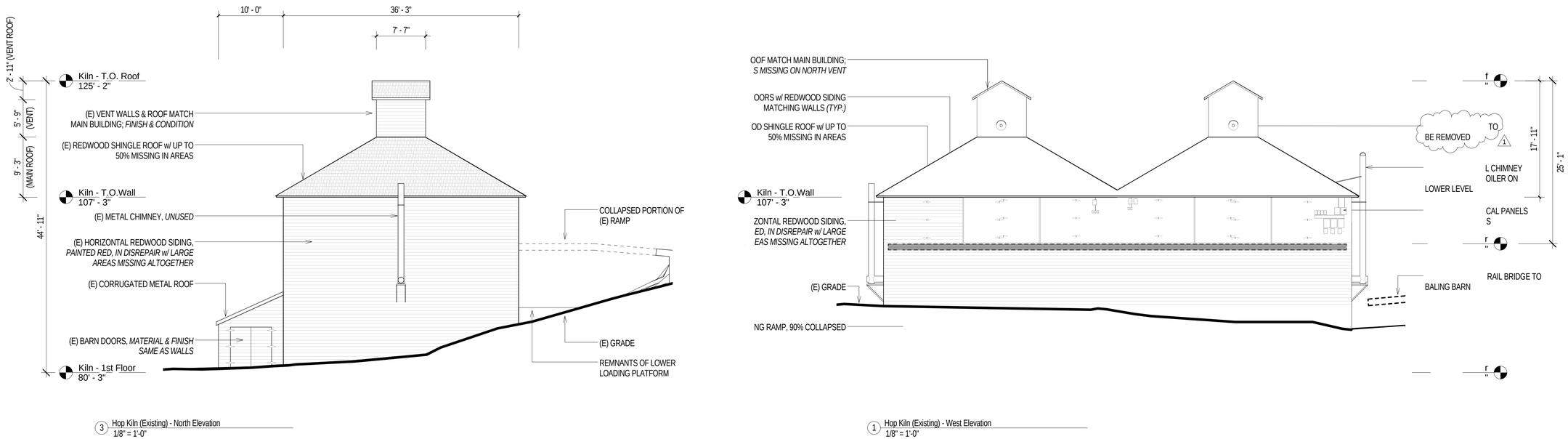
Winery Area Calculations

A1.13





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Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15

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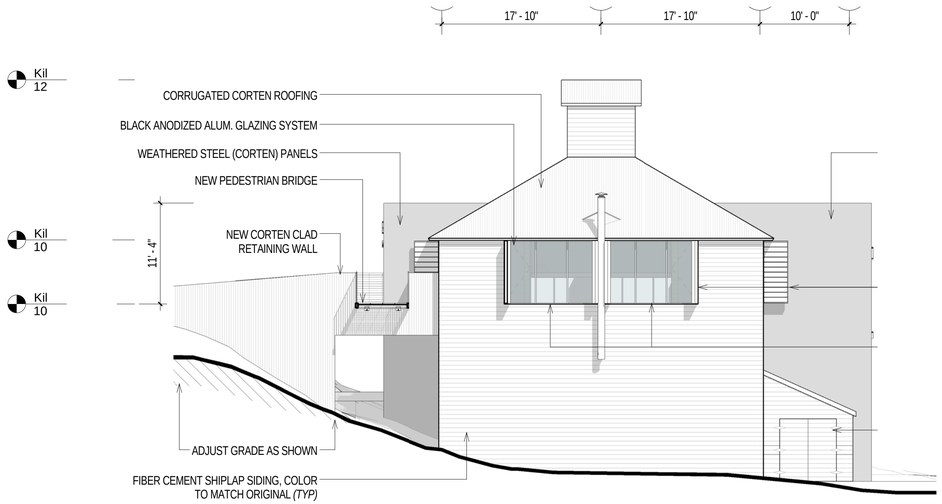
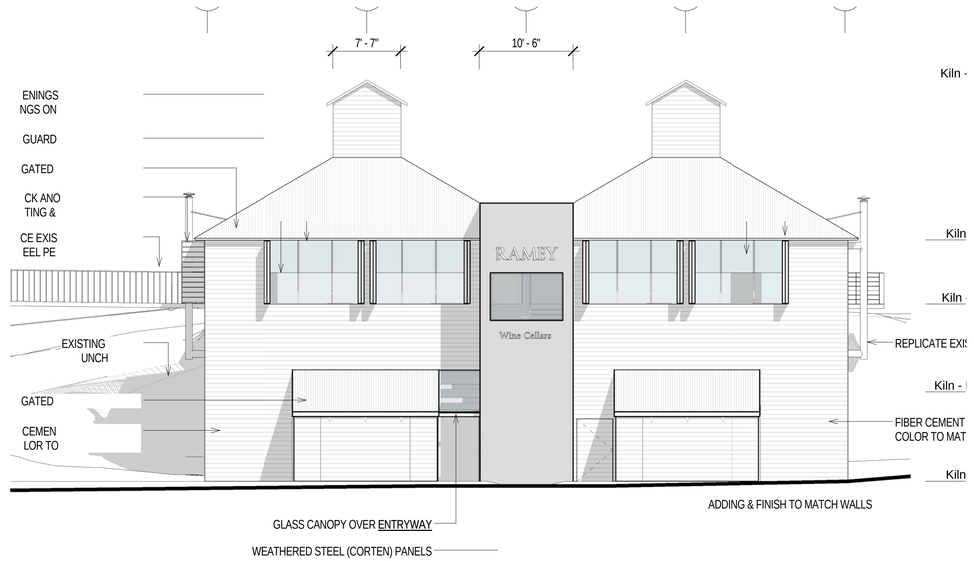
Hop Kiln Elevations (Existing)

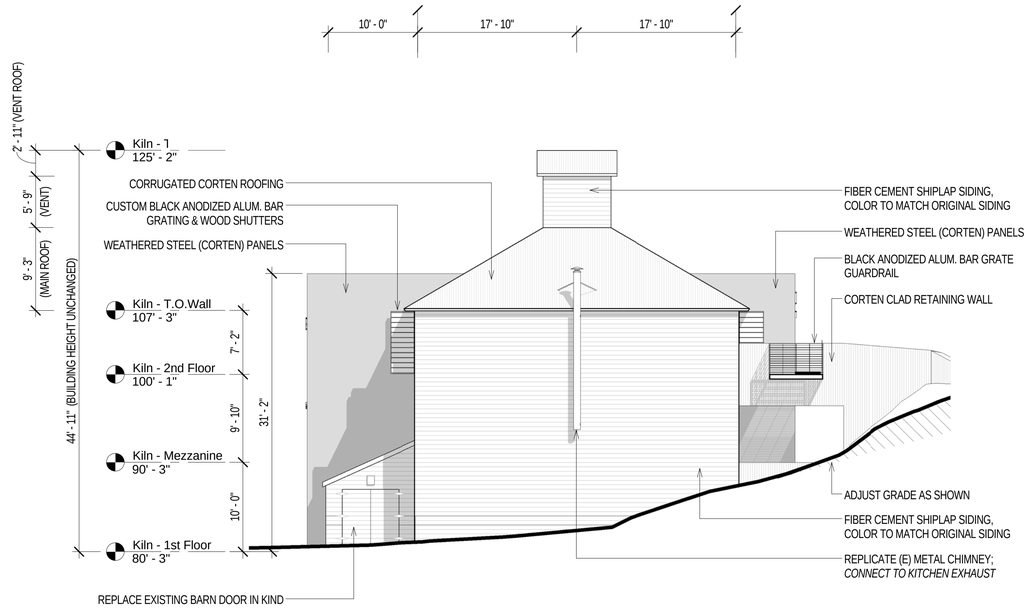
A2.00



4 Public Tasting / Hop Kiln - Proposed South Elevation
1/8" = 1'-0"



osed East Elevation



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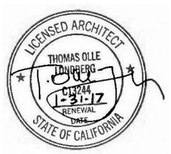

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Date: 4/16/2015 11:33:10 AM
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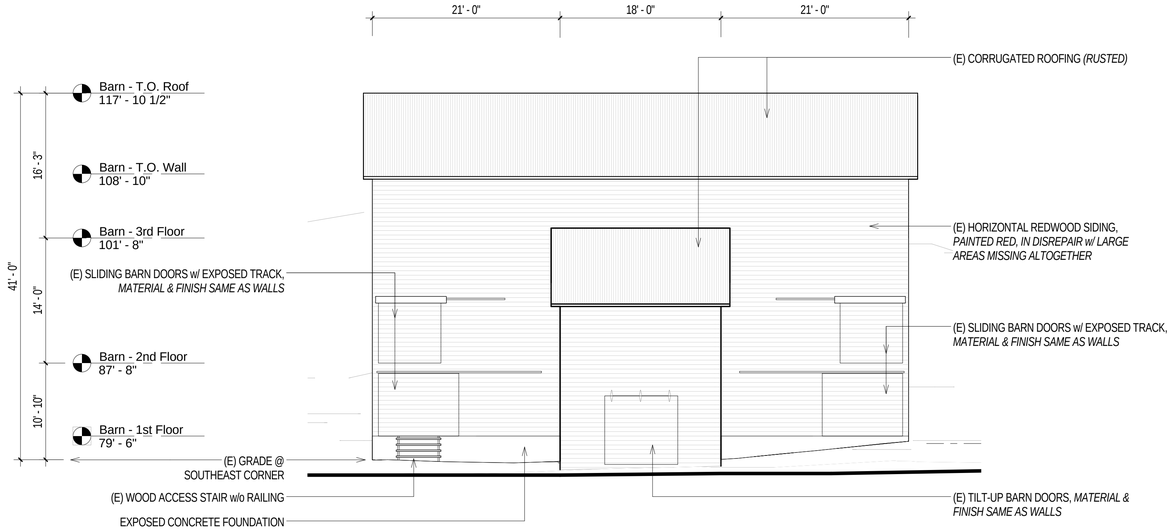
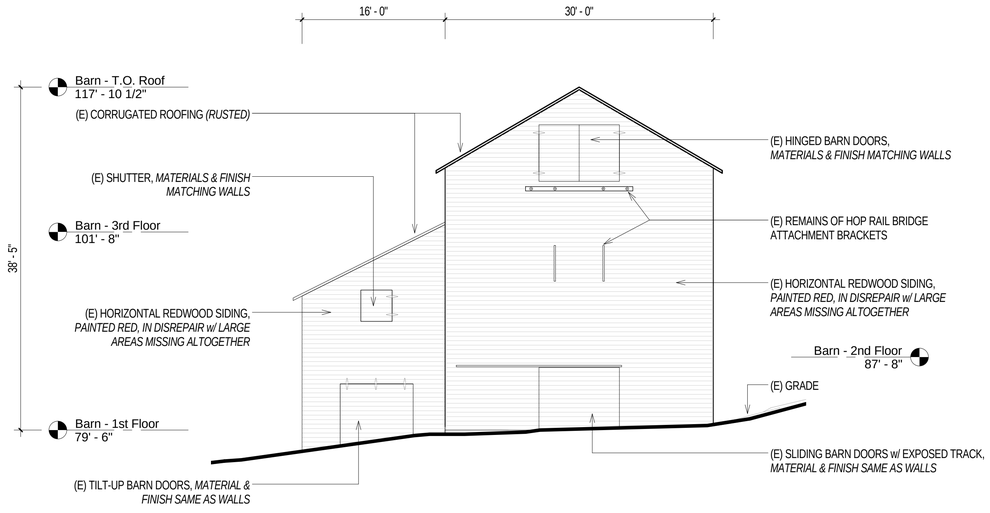
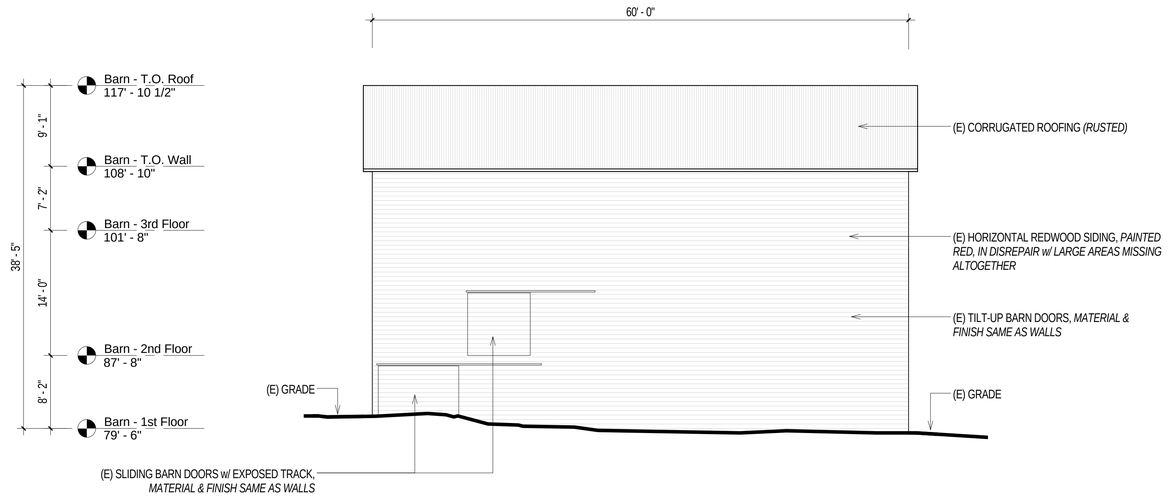


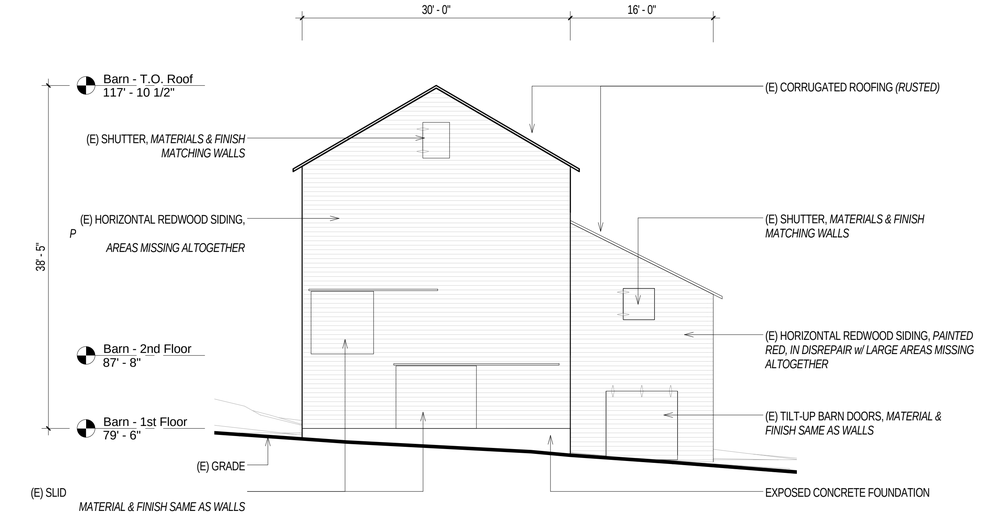
4 Baling Barn (Existing) - East Elevation
1/8" = 1'-0"



2 Baling Barn (Existing) - North Elevation
1/8" = 1'-0"



3 Baling Barn (Existing) - West Elevation
1/8" = 1'-0"



1 Baling Barn (Existing) - South Elevation
1/8" = 1'-0"

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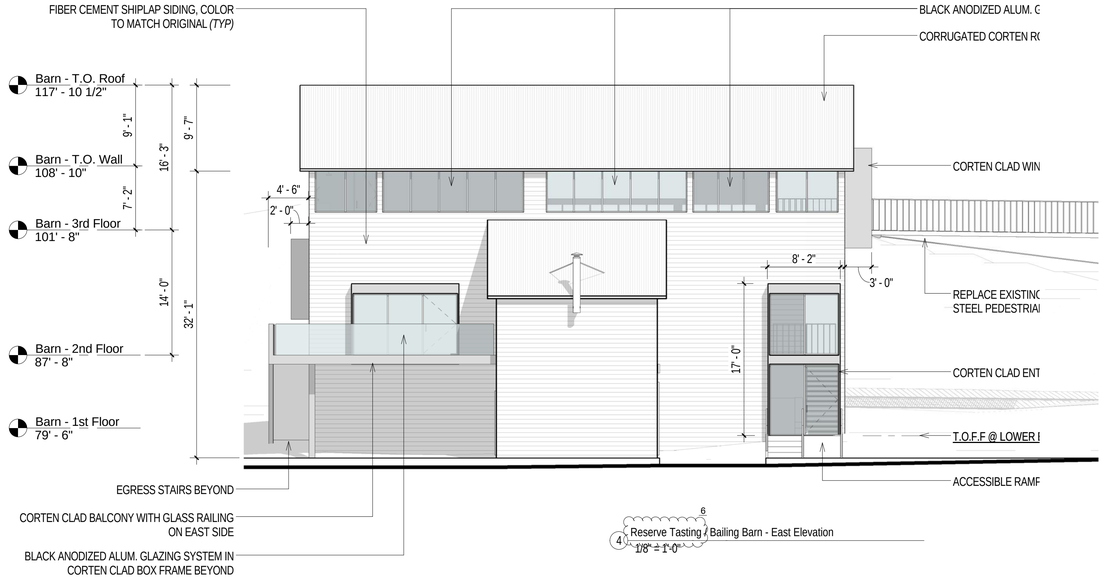
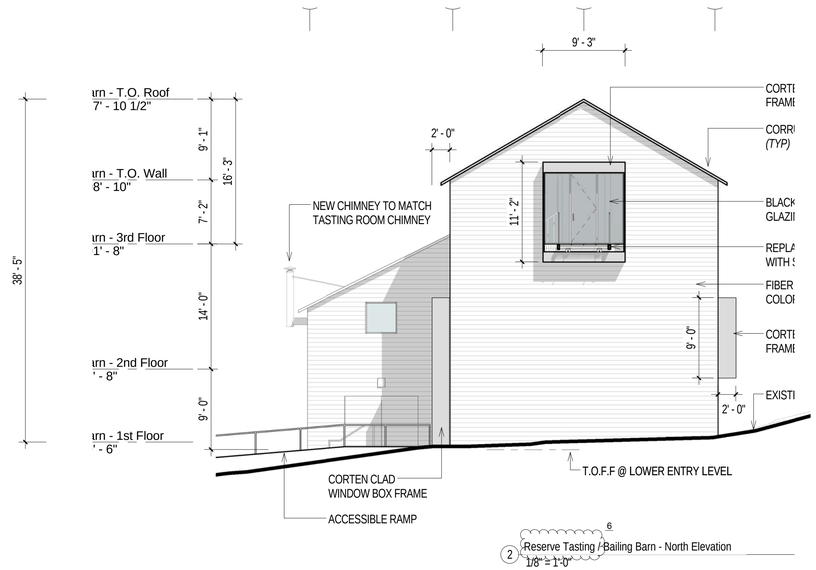
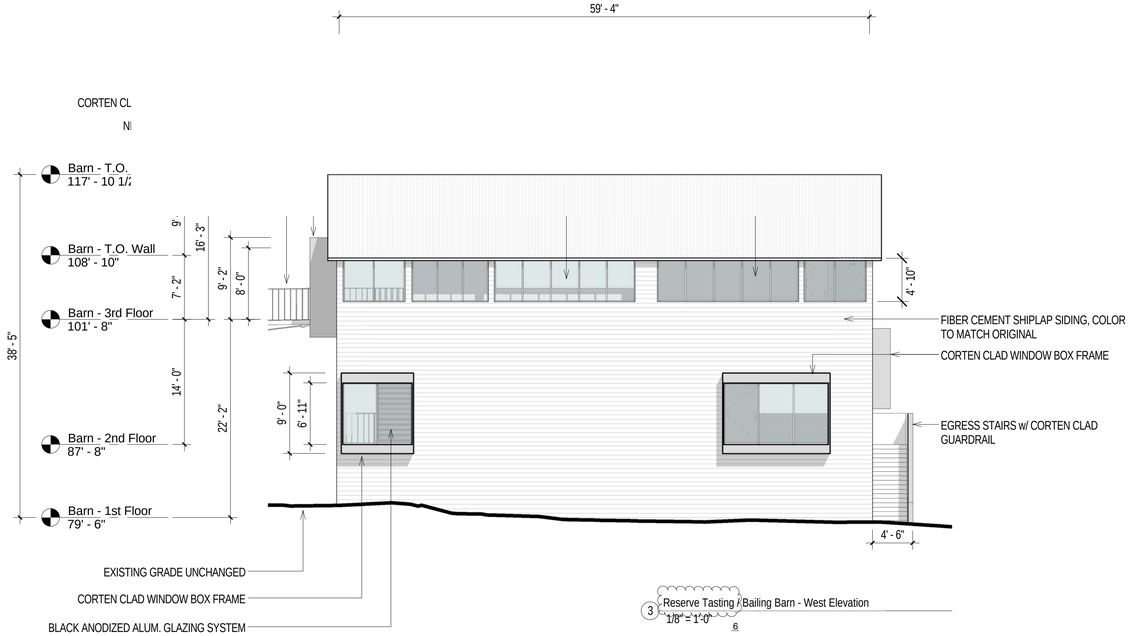
A2.02



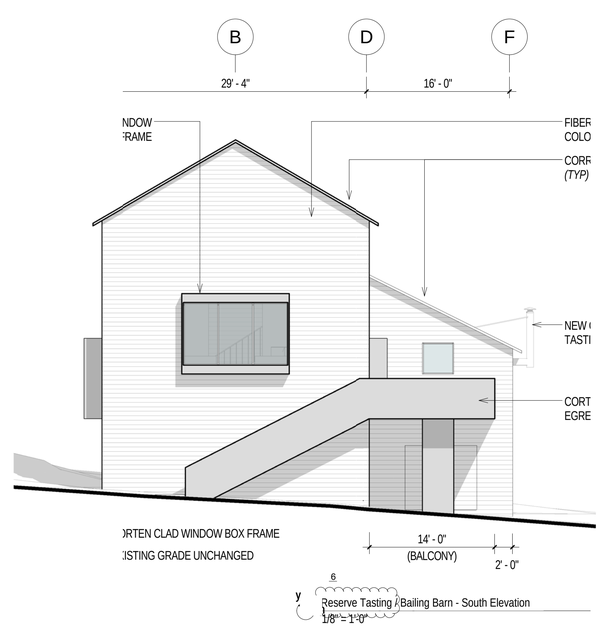
4 Reserve Tasting / Bailing Barn - East Elevation
1/8" = 1'-0"



2 Reserve Tasting / Bailing Barn - North Elevation
1/8" = 1'-0"



3 Reserve Tasting / Bailing Barn - West Elevation
1/8" = 1'-0"



y Reserve Tasting / Bailing Barn - South Elevation
1/8" = 1'-0"

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Issues/ Revisions

Description	Date
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Date: 8/24/2017 1:52 PM
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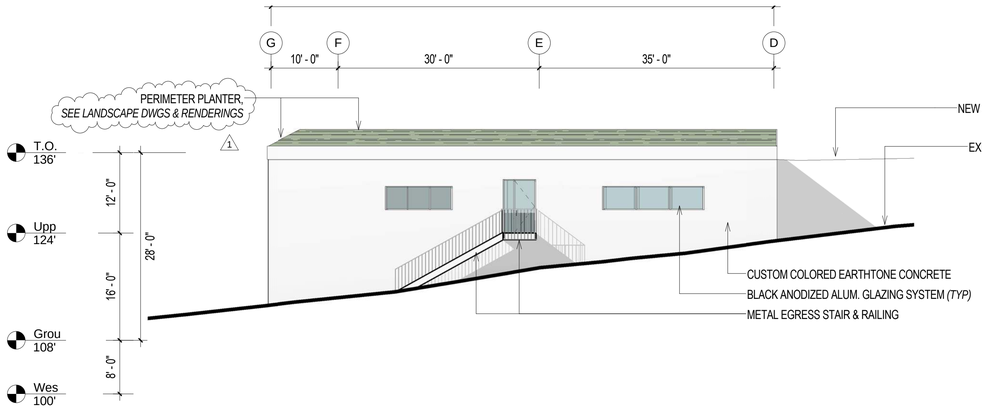

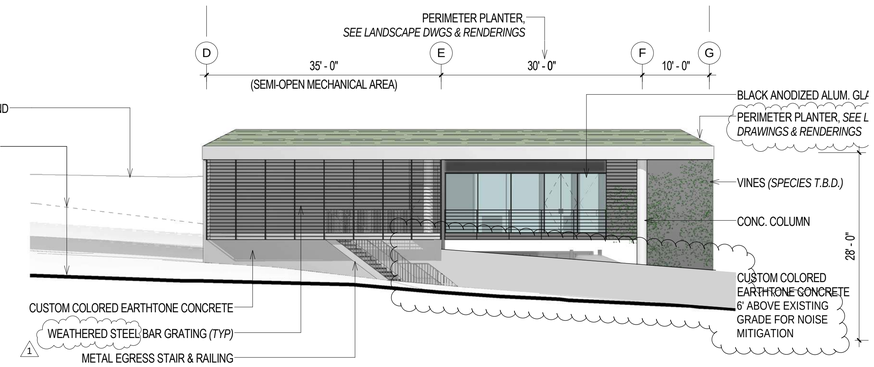

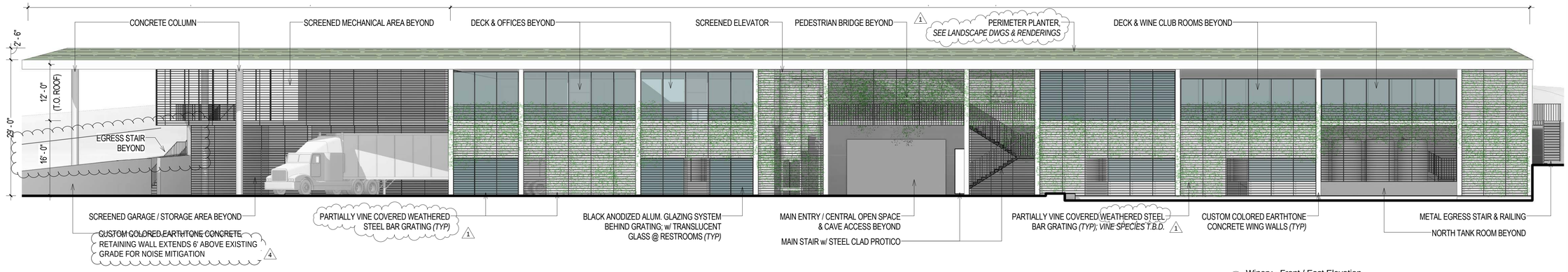

1 Winery - Front / East Elevation
3/32" = 1'-0"

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Issues/ Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.15
4	Noise Mitigation Modifications	08.16.17

Date: 8/16/2017 4:19 PM
n By: LB
ked By: TOL
: 3/32" = 1'-0"

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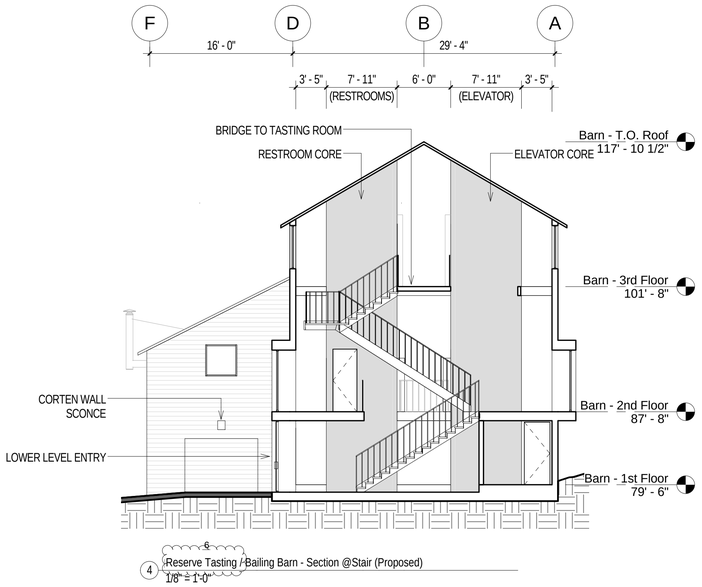

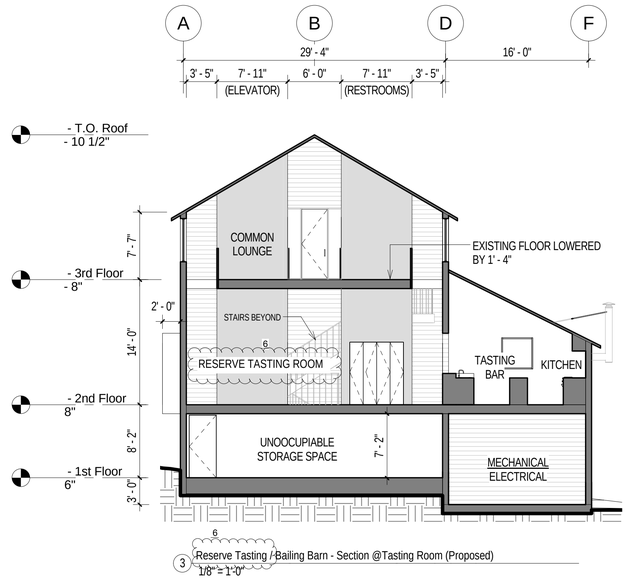

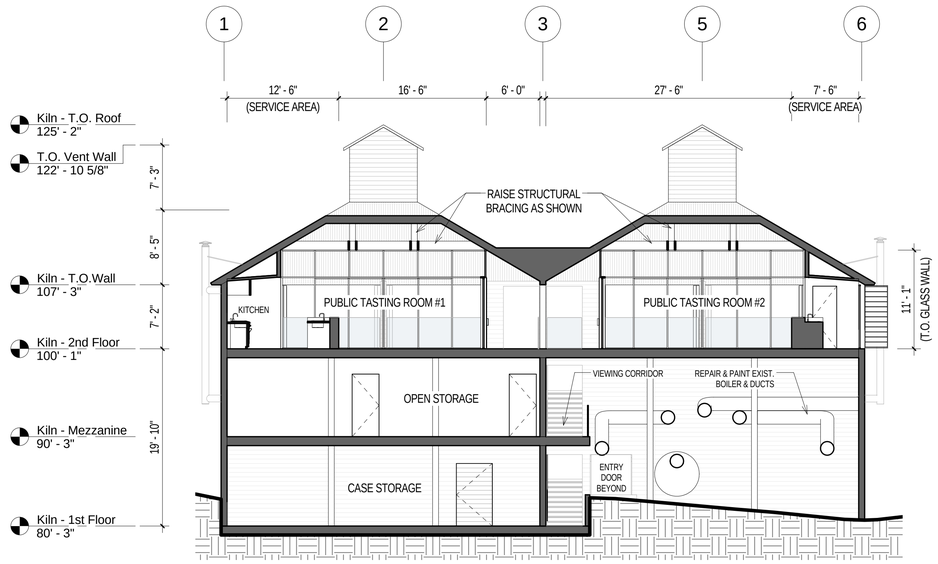

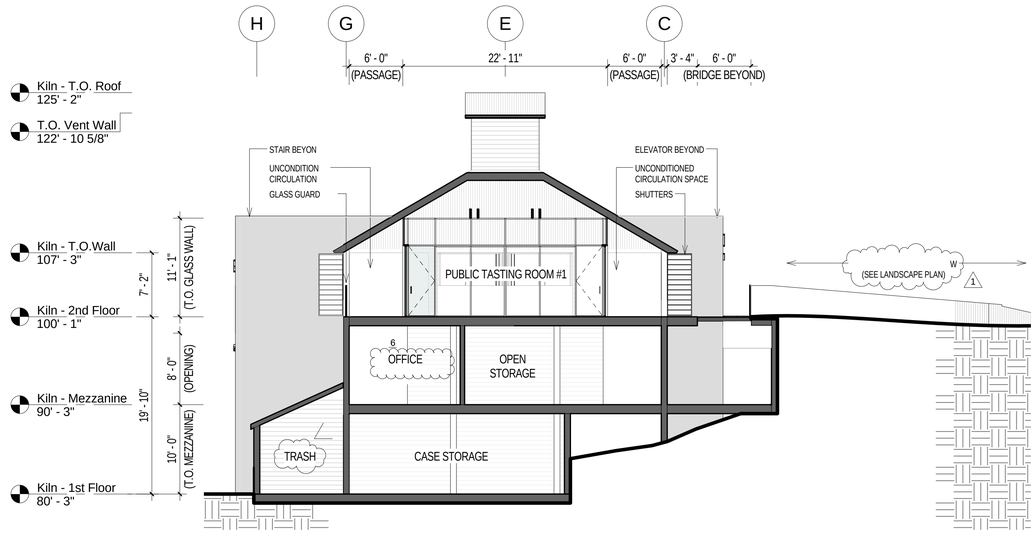

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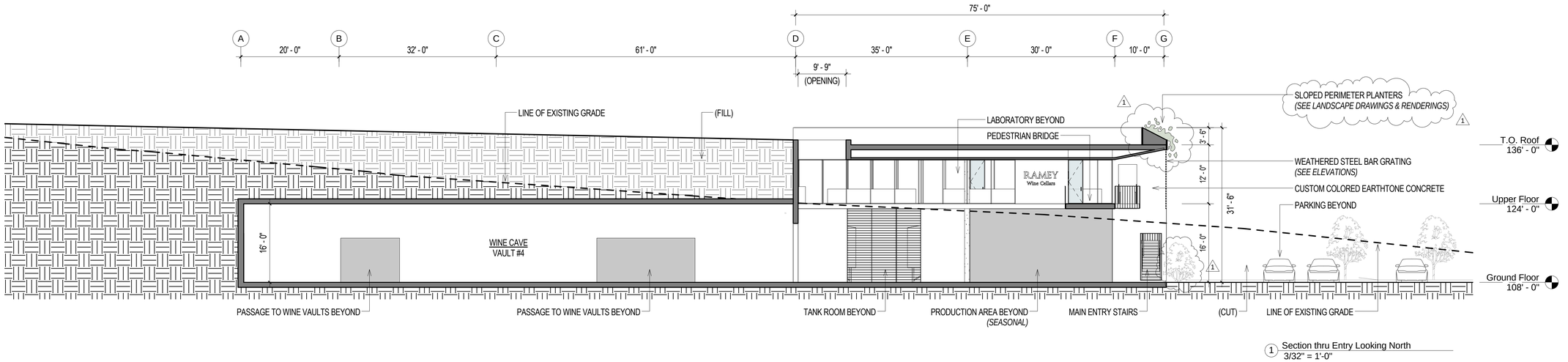
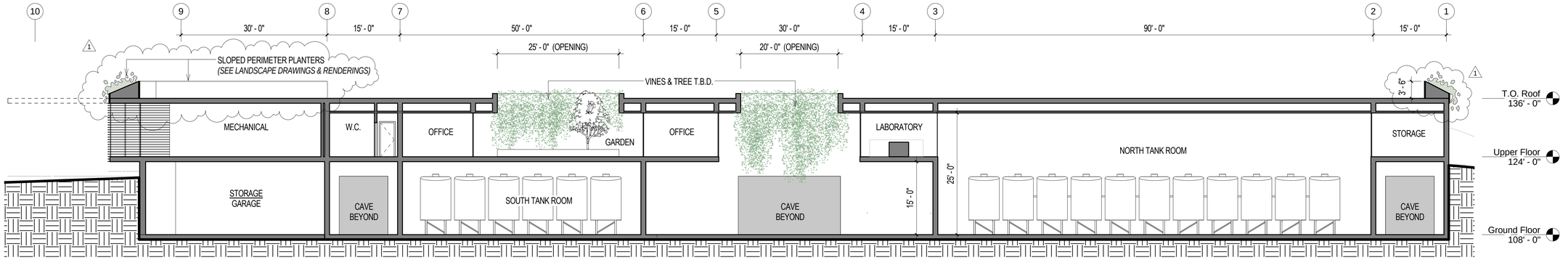
Tasting KILN & BARN Sections (Proposed)

A3.00



1 Section thru Entry Looking North
3/32" = 1'-0"



2 Section @ Tank Rooms & Garden
3/32" = 1'-0"

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Ramey Winery

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C-30744
1-31-17
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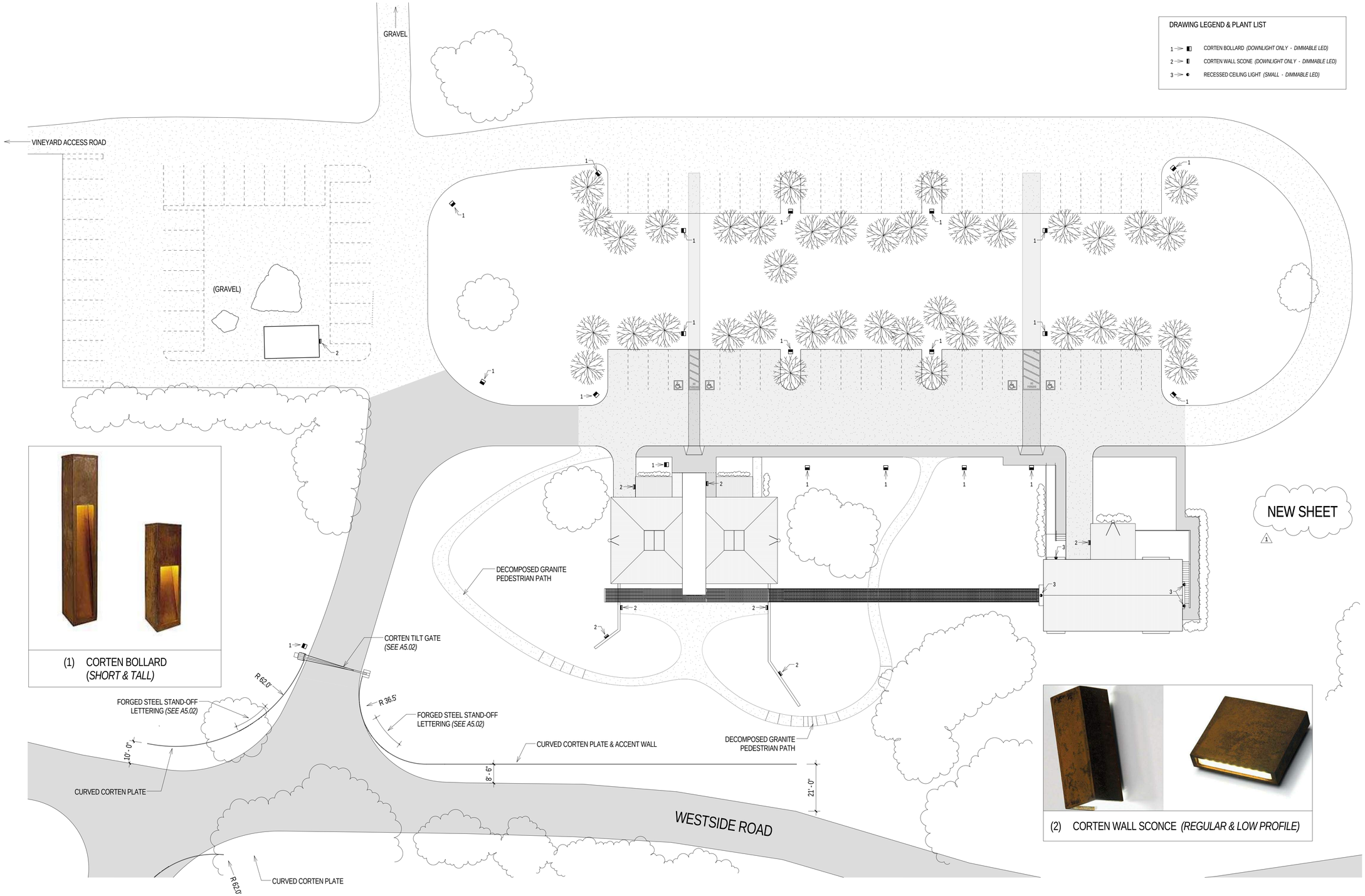
New Winery
Sections

A3.01



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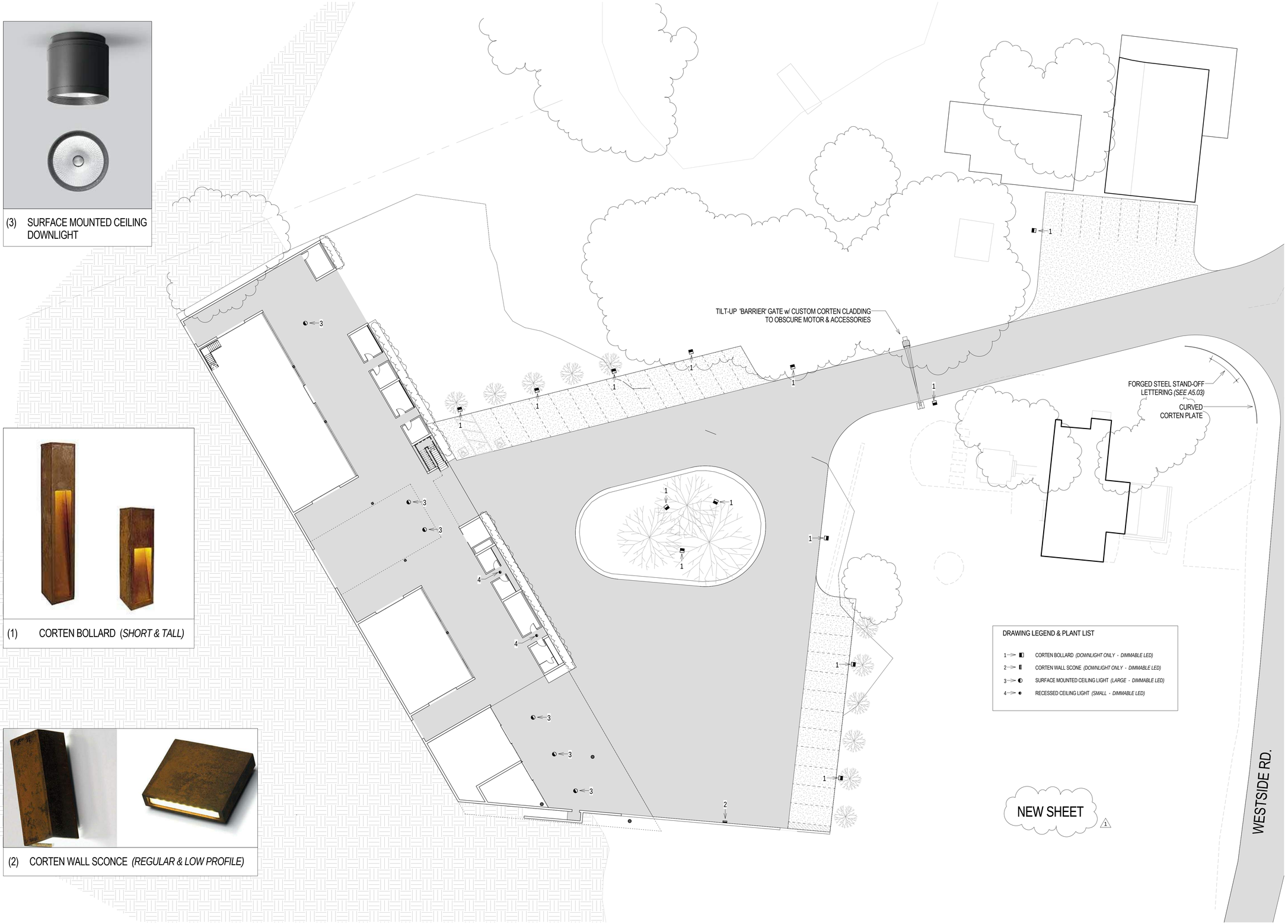
Signage & Ext. Lighting Plan (East Side)

A5.00

(3) SURFACE MOUNTED CEILING DOWNLIGHT

(1) CORTEN BOLLARD *(SHORT & TALL)*

(2) CORTEN WALL SCONCE *(REGULAR & LOW PROFILE)*



DRAWING LEGEND & PLANT LIST

1	◧	CORTEN BOLLARD *(DOWNLIGHT ONLY - DIMMABLE LED)*
2	▮	CORTEN WALL SCONE *(DOWNLIGHT ONLY - DIMMABLE LED)*
3	◐	SURFACE MOUNTED CEILING LIGHT *(LARGE - DIMMABLE LED)*
4	●	RECESSED CEILING LIGHT *(SMALL - DIMMABLE LED)*

NEW SHEET 1

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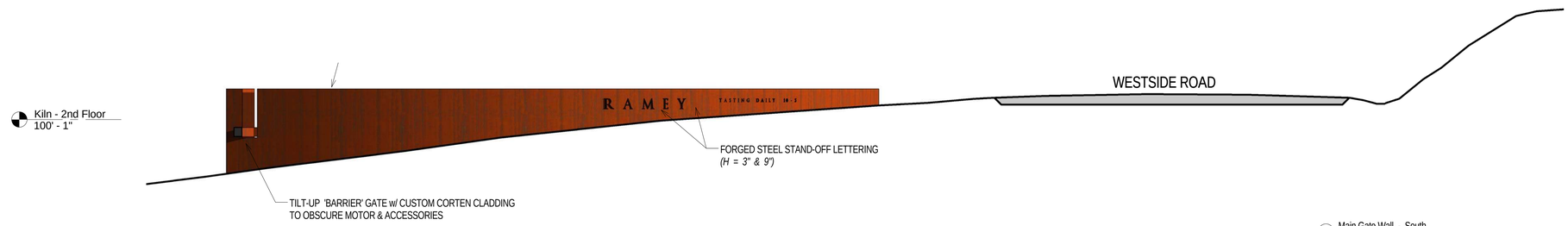
Signage & Ext. Lighting Plan (West Side)

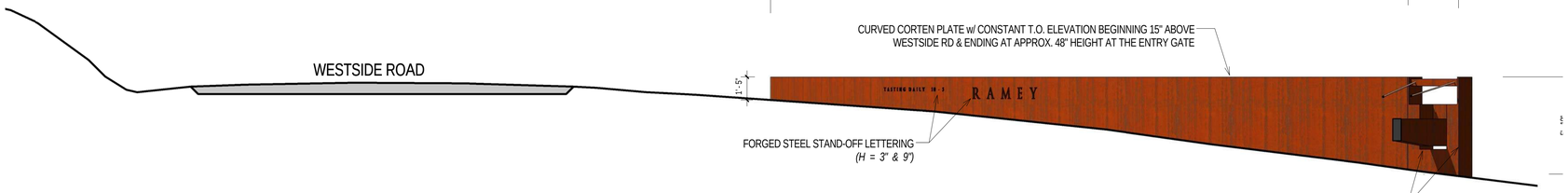
A5.01



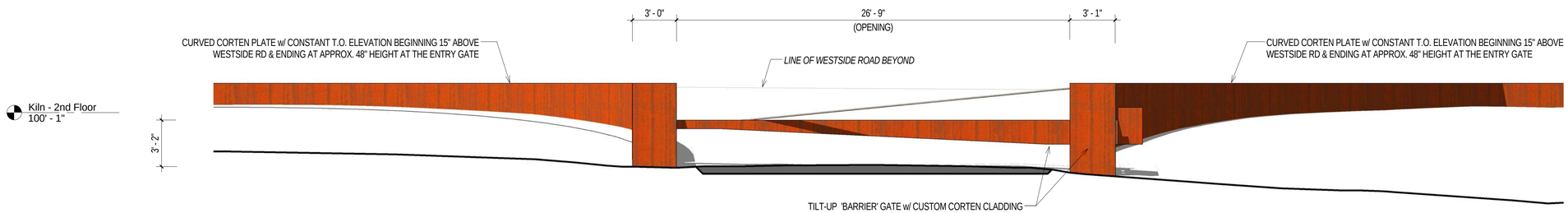
5 Main Gate Wall - South
1/4" = 1'-0"

NEW SHEET

1



4 Main Gate Wall - North
1/4" = 1'-0"



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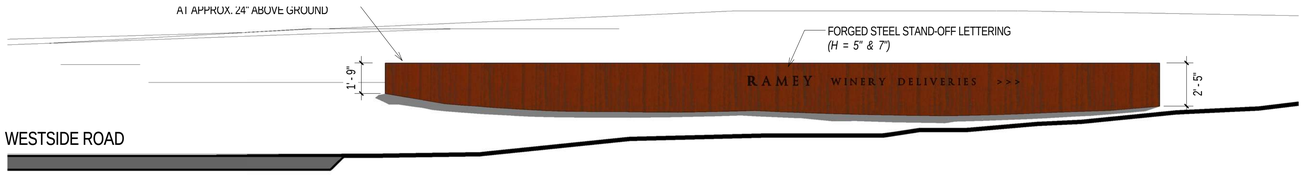
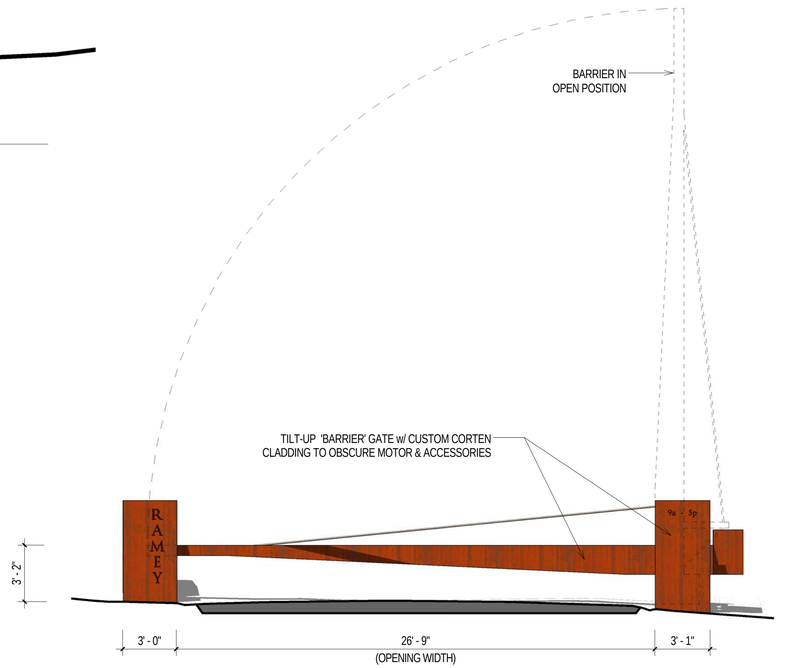
Landscape Elements & Gates

A5.02

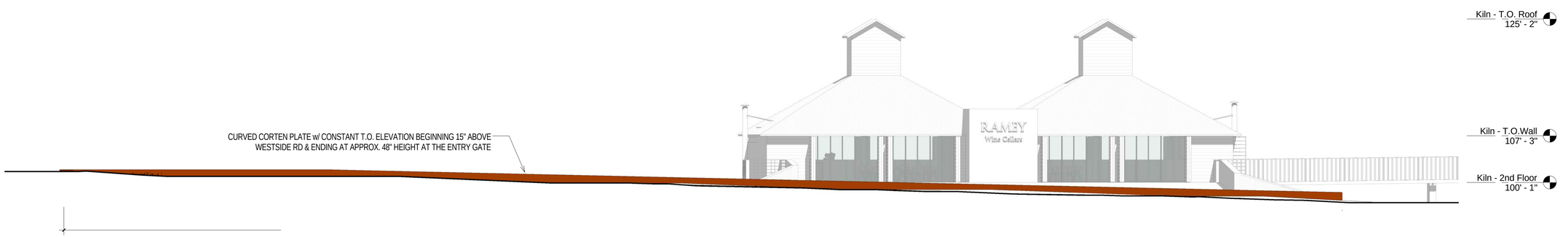


1 Curved Corten Plate @ Winery
1/4" = 1'-0"



2 Winery Gate
1/4" = 1'-0"

NEW SHEET
1



2620
SAN I
T 415

Rev. #
1

a

View Approaching from the North / Healdsburg - Existing Hop Kiln & Baling Barn

View Approaching from the North / Healdsburg - Proposed Public Tasting Room with Barn Doors Open

FOREGROUND RE-DESIGNED AS PER DESIGN REVIEW COMMENTS & RESPONSE

1

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Photomontage View from the North

A10.00

View from Westside Road Looking East - Existing Hop Kiln & Baling Barn

View from Westside Road looking East - Proposed Public Tasting Room with Barn Doors Open

FOREGROUND RE-DESIGNED AS PER DESIGN REVIEW COMMENTS & RESPONSE

1

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Photomontage View from the West

A10.01

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View Approaching from the South - Existing Hop Kiln & Baling Barn

View Approaching from the South - Proposed Public Tasting Room with Barn Doors Open

FOREGROUND RE-DESIGNED AS PER DESIGN REVIEW COMMENTS & RESPONSE 1

Ramey Winery

7097 Westside Road, Healdsburg, CA

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Scale:

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Photomontage View from the South

A10.02

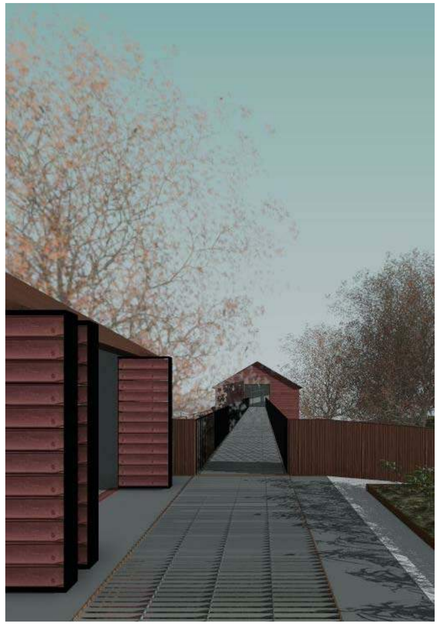
Remains of Old Trestle

3a

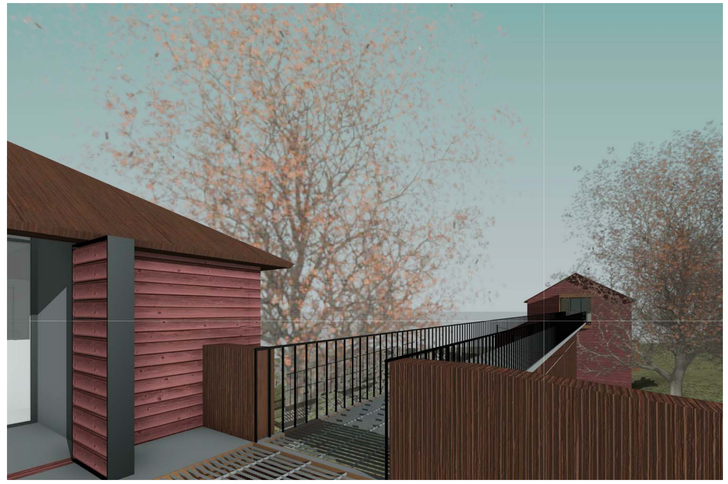
2a

1a

3b



2b



1b

Proposed Pedestrian 'Trestle' Bridge

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Old Trestle / Pedestrian Bridge Views

A10.03

View from Main Approach

View from Loading Dock

NEW SHEET
1

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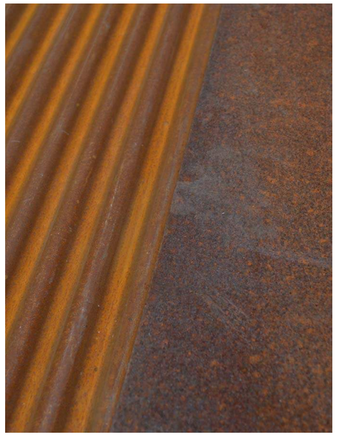
Winery Renderings

A10.04

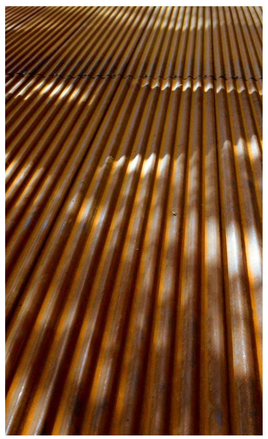
WEATHERING (CORTEN) STEEL PANELS
AT NEW WINDOW LOCATIONS

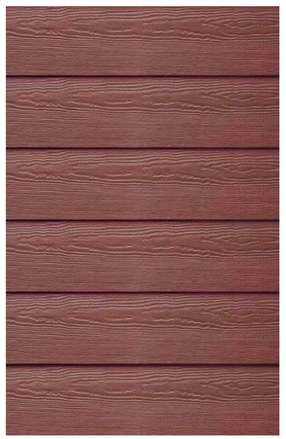


CORRUGATED & FLAT PANEL
'CORTEN' STEEL

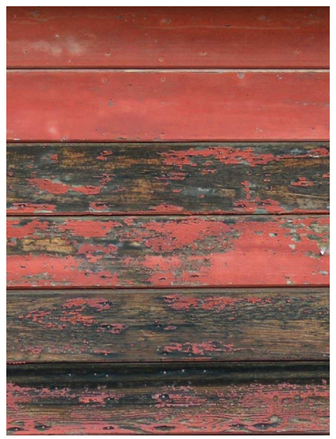
BLACK ANODIZED ALUMINUM
WINDOW SYSTEM

EXISTING REDWOOD SIDING





'TRADITIONAL RED' HARDIE PLANK
REPLACEMENT CLADDING



CORRUGATED CORTEN ROOFING

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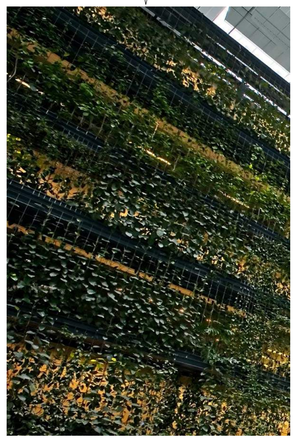
Materials Board - Tasting Kiln & Barn

A10.10

BLACK ANODIZED ALUMINUM
WINDOW SYSTEM

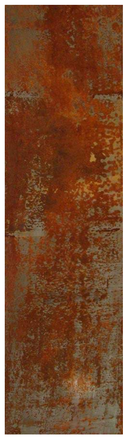
SEE ELEVATION FOR CORTEN BAR GRATING LOCATIONS AND EXTENT OF VINE COVERAGE

CORTEN BAR GRATING PANELS 1



VERTICAL VINE SCREENING
(SPECIES T.D.B.)

SEE ELEVATION FOR EXTENT OF VINE COVERAGE ON CONCRETE



'CORTEN' STEEL ACCENT ELEMENTS

EARTH TONE CAST-IN-PLACE CONCRETE

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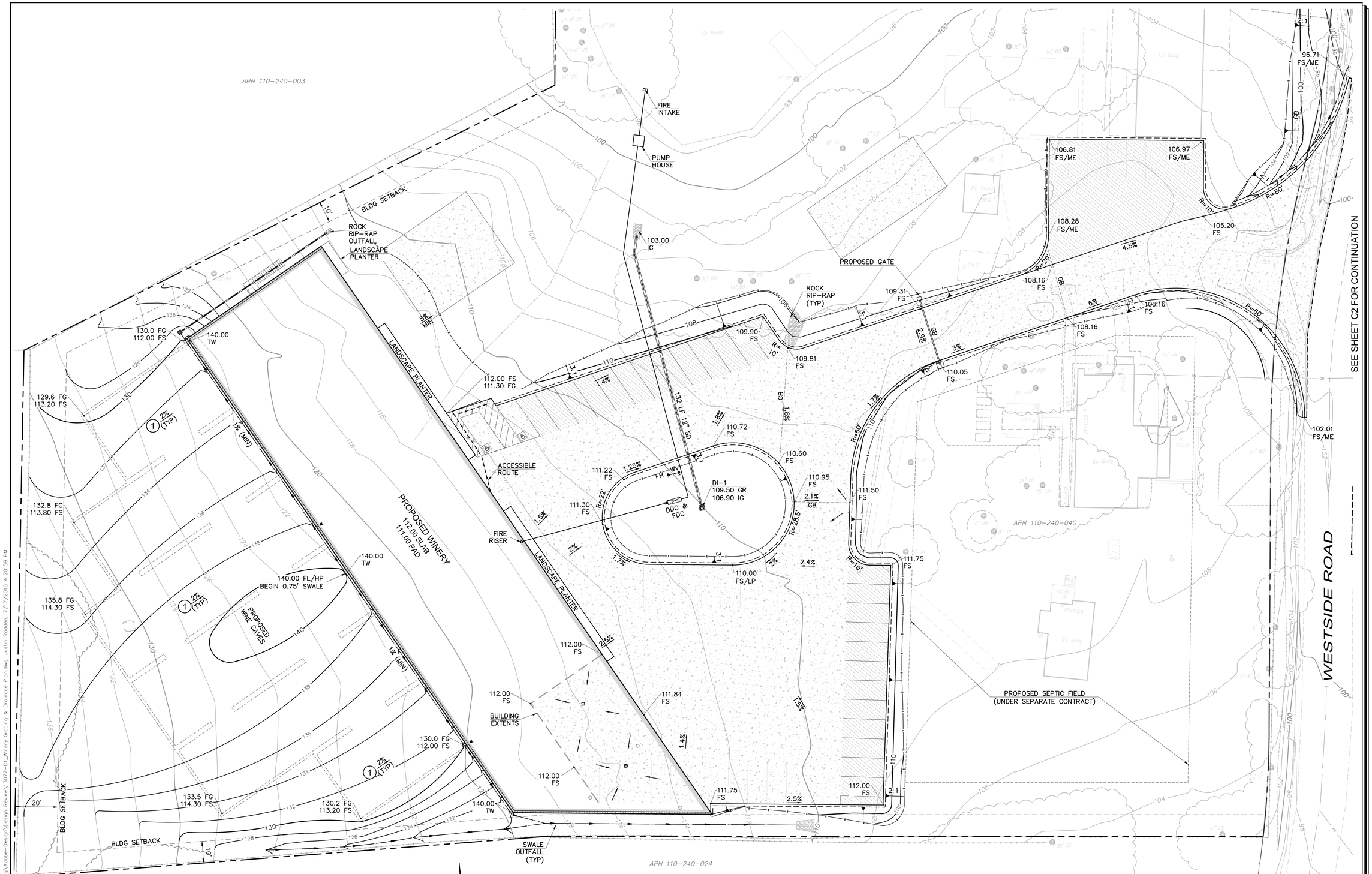
Materials Board - Winery

A10.11



KEY NOTES:

(1) SLOPE SHOWN IS FOR WINE CAVE FINISHED SURFACE BELOW

WINERY PRELIMINARY GRADING & DRAINAGE PLAN

20' 10' 0 10' 20' 40' 60'

Graphic Scale: 1" = 20'

PAVING LEGEND:

- AC OVER CL II AB
- CONC OVER CL II AB
- DECKING (SEE ARCH DWGS)
- CL II AB
- CHIPSEAL
- PERMEABLE CONC & CRUSHED STONE PAVERS
- NON-COMPACTED GRAVEL PATH (SEE ARCH DWGS)

No.	Date	Revisions Description	Approved

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civil engineering | land surveying | wastewater
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Website: www.adobeinc.com
"A Service You Can Count On!"

David R. Brown, RCE 41833
My license expires 3/31/2016

PROFESSIONAL ENGINEER * REGISTERED * STATE OF CALIFORNIA * CIVIL * DAVID R. BROWN * No. 41833 * Exp. 3/31/2016

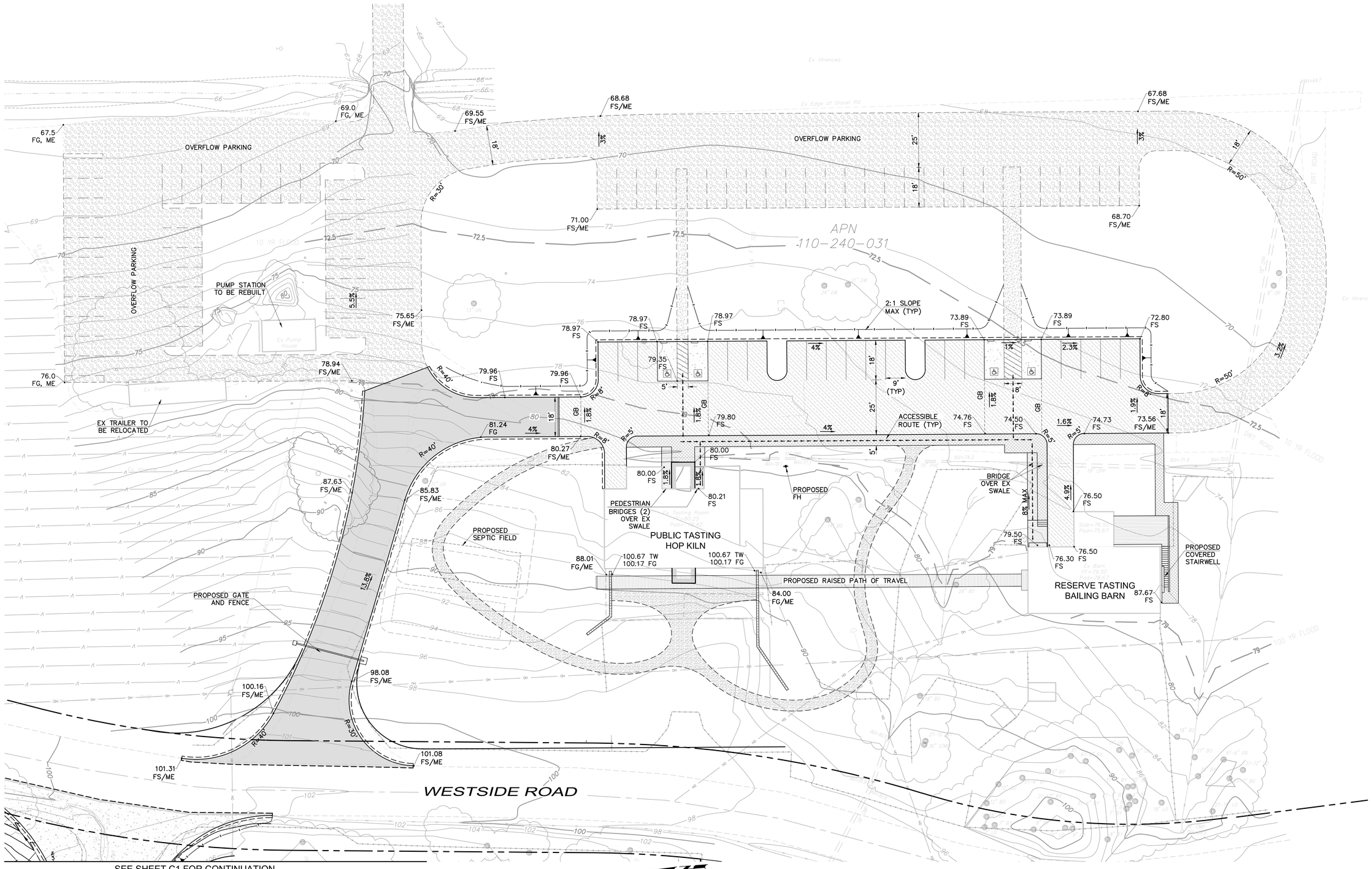
RAMEY WINERY
WINERY
PRELIMINARY GRADING & DRAINAGE PLAN

7097 Westside Road
Healdsburg, California
APN 110-240-031 & 040

SCALE: AS NOTED
Date: August 24, 2017
Design by: W.R.
Drawn by: W.R./dec
Checked by: TLS

Sheet C1
of 2 Sheets
Job 13077

T:\2013 PROJECTS\13077\dwg\Adobe-Design\Design Review\13077-C1 Winery Grading & Drainage Plan.dwg, Justin Rodden, 7/17/2018 4:20:59 PM



TASTING ROOM PRELIMINARY GRADING & DRAINAGE PLAN

20' 10' 0 10' 20' 40' 60'

Graphic Scale: 1" = 20'

PAVING LEGEND:

- AC OVER CL II AB
- DECKING (SEE ARCH DWGS)
- CHIPSEAL
- NON-COMPACTED GRAVEL PATH (SEE ARCH DWGS)
- CONC OVER CL II AB
- CL II AB
- PERMEABLE CONC & CRUSHED STONE PAVERS

T:\2013 PROJECTS\13077\dwg\Adobe-Design\Design Review\13077-C2 Tasting Room Grading & Drainage Plan.dwg, Justin Rodden, 7/17/2018 4:21:57 PM

Revisions

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My license expires 3/31/2016

RAMEY WINERY
TASTING ROOM
PRELIMINARY GRADING & DRAINAGE PLAN
7097 Westside Road
Healdsburg, California
APN 110-240-031 & 040

SCALE: AS NOTED
Date: August 24, 2017
Design by: W.R.
Drawn by: W.R./dec.
Checked by: TLS

Sheet C2
of 2 Sheets
Job 13077

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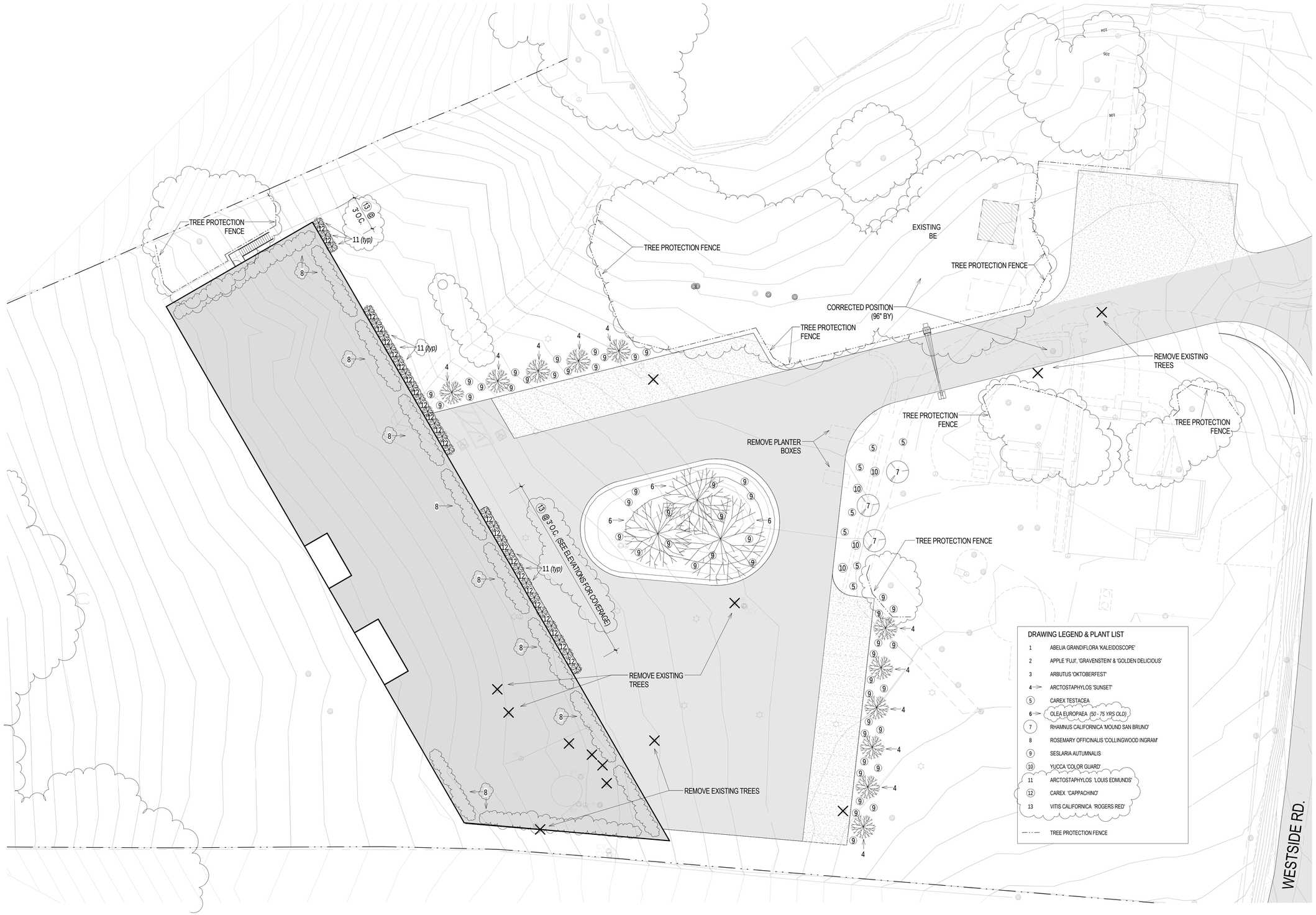
East Landscape Plan (Proposed)

L1



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WEST Landscape Plan (Proposed)

L2

Preliminary Storm Water Mitigation Plan

for

Ramey Winery

7097 Westside Road
Healdsburg, California
APN 110-240-031 & 040

JN 13077
December 20, 2013

Prepared for:
Ramey Vineyards, LLC
P. O. Box 788
Healdsburg, CA 95448

David R. Brown, RCE 41833
My license expires 3/31/2014

Prepared by:

adobe associates, inc.
civil engineering | land surveying | wastewater
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P. (707) 541-2300 F. (707) 541-2301
Website: www.adobeinc.com

Prepared By: JCH
Checked By:

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Channel Forming Discharge 3

Responsibility for BMP Maintenance 3

Conclusion 4

Appendices

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Appendix B – LID Hydrology Maps and Site Plan

Appendix C – Infiltration Field Analysis

Appendix D – Vegetated Buffer Fact Sheets

Appendix E – Operation and Maintenance Checklist

Appendix F – Soil Classification Fact Sheets

Appendix G - Determination Worksheet

Preliminary Stormwater Mitigation Plan
For
Ramey Winery
7091 Westside Road – Healdsburg, California

Project Description

The Ramey Winery Project is located on Westside Road, west of Highway 101 in Healdsburg, California. The project proposes the construction of two new driveway entrances, proposed winery storage building, wine caves, tasting room improvements, and additional parking.

The existing property consists of flat to gentle sloping terrain with slopes ranging between 5-15 percent. There are several existing buildings on site, an existing pond, existing gravel driveways, and other improvements on site. The existing septic system will be abandoned under a separate permit. A new septic system under a separate permit is proposed. The existing building in the proposed leach field expansion area will be demolished.

City of Santa Rosa LID Worksheets

See Appendix A for the City of Santa Rosa LID Worksheets.

Identified Pollutants of Concern

Identified pollutants of concern include the following:

Source	Pollutants of Concern
Landscape and planting areas	Sediment, nutrients, pesticides, pathogens, trash and debris
Parking lots and driveways	Sediment metals, total petroleum hydrocarbons, trash

Source Controls

Runoff from on-site driveway, parking lot and roofs will be directed to on-site vegetated buffer areas to allow for treatment. These BMP's have been designed to meet the City of Santa Rosa and Sonoma County LID Manual requirements. Potential source controls are listed below:

- Design landscaping to prevent sediment entering the storm drain system.
- Design landscaping to meet vector control requirements (draw down less than 72 hours).
- Direct runoff from impervious areas to pervious landscaped areas prior to discharge into a storm drain system.
- Incorporate Integrated Pest Management (IPM) principles and techniques for design and maintenance.
- Maximize pervious area to the maximum extent practicable.
- Design irrigation system to minimize overspray and runoff. Design landscape to minimize the use of fertilizers and pesticides
- Select plant materials that may be properly maintained with minimal water use

- Design and maintain landscaping to prevent runoff from contacting bare earth and conveying sediment to the storm drain system.
- Contain litter and trash so that it is not dispersed by the wind or runoff during waste removal.

Channel Forming Discharge:
Drainage from the Winery parking area will be directed toward a drop inlet in the center island area that will outfall upslope of the existing pond. Runoff in the area of the turnout and driveway entrance will be directed toward an existing roadside swale along Westside Road. Runoff in the area of the Tasting Room improvements will be allowed to sheet flow through existing vegetation toward the eastern property line. There will be a slight increase in runoff for the 2-year 24-hour storm as a result of the proposed improvements. The increase in the runoff in the area of the Winery improvements will be captured in the existing pond. The existing pond will have capacity to capture the Delta Volume increase; treatment will be achieved by allowing the runoff to flow through vegetated buffer areas prior to entering the pond. There will be a slight increase in runoff east of the tasting room improvements that will be able to infiltrate into the existing vegetation prior to exiting the property. See attached "Infiltration Field Analysis" for more detail.

Responsibility for BMP Maintenance
Monitoring and maintenance of the project site shall be done by the project's owner. Language regarding the responsibility for maintenance is included here in. Information includes a maintenance plan, annual reporting, access to property, and remediation of problems where:

1. **Maintenance Plan.** The project's owner must prepare a maintenance plan, the implementation of which will keep the proposed source and treatment controls operating as originally designed and approved. At a minimum the Maintenance Plan shall include: the scope and frequency for inspection and scheduled maintenance, provisions for unscheduled maintenance, estimated design life, and costs associated with the design life including replacement.
2. **Annual Report.** Each year the entity responsible for maintenance is required to complete an annual report that includes copies of completed inspection and maintenance checklists to document that maintenance activities were conducted during the previous year. The annual report shall be retained for a period of at least five years and made available upon request by the County of Sonoma.
3. **Access to Property.** Permission is granted to the County of Sonoma staff, the Regional Water Board, and Marin/Sonoma Mosquito & Vector Control District to enter the property to verify that maintenance is being conducted in accordance with the maintenance plan. Easements may be required. The Marin/Sonoma Mosquito & Vector Control District also requires that physical access, such as a gate, be provided so that staff can monitor and treat mosquitoes.
4. **Remediation of Problems.** In the event adequate maintenance is not conducted, county staff is allowed the option to enter the property and take necessary steps to restore the BMPs to good working order. The property owner will be responsible for reimbursing the city or county for expenditures associated with restoring the BMPs to good working order.

Conclusion

Runoff from the impervious roof and hardscape areas will be directed towards the proposed vegetated buffer areas. There will be no retention required as there is no increase from the pre-construction to post-construction conditions. In brief, the BMPs proposed for this project, the vegetated buffer areas will provide the treatment necessary to meet County of Sonoma LID requirements.

APPENDIX A

City of Santa Rosa LID Worksheets

STORM WATER CALCULATOR*

*Go to www.srcity.org/stormwaterlid for the latest version of the calculator

Project:	Ramey Winery
Address/Location:	7077 Westside Road Healdsburg, CA
Designer:	KH
Date:	November 25, 2013
Inlet Number/Tributary Area/BMP:	A1

NOTE: In order for this calculator to function properly **macros must be enabled**.

Physical Tributary Area that drains to Inlet/BMP = 508,630 ft²

This portion of the Storm water Calculator is designed to account for pollution prevention measures implemented on site. Additional information and description of these measures can be found in the Fact Sheets in Appendix F and in Chapter 4 of the narrative.

Disconnected Roof Drains [1]

Input:

Select disconnection condition: Runoff is directed across landscape; Width of area: 5' to 9'

Condition Factor = 0.25

Method 1: **Based on the total rooftop drainage area** - to be used if rooftop information is known.

Input:

Enter amount of rooftop area that drain to disconnected downspouts = 0 ft²

Rooftop Area Factor = 0.00 Rooftop Area Factor= (Total Rooftop Disconnected Area/Tributary Area)

Solution:

Area reduction = (Physical Tributary Area x Conditional Factor x Rooftop Area Factor)

(508,630 x 0.25 x 0.00) = 0.00 ft² **Rooftop Drainage Area Reduction**

Method 2: **Based on density (units per acre)** - to be used if rooftop information is unknown.

Input:

Enter percent of rooftop area to be disconnected from downspouts: 0 %

Select Density: 3-4 Units per Acre

Density Reduction Factor= 0.19

Solution:

Area reduction = (Physical Tributary Area x Conditional Factor x Percent Disconnected x Density Factor)

(508,630 x 0.25 x 0.00 x 0.19) = 0.00 ft² **Density Reduction**

NOTE:
Either Method 1 (rooftop area) or Method 2 (density) can be used. Providing input for both methods will cause an error. If rooftop area information is available, Method 1 should be used.

[1] *See "Impervious Area Disconnection" Fact Sheet in Appendix E for further details.*

[2] See "Interceptor Trees" Fact Sheet in Appendix E for further details and see "Plant and Tree List" in Appendix G for approved trees.

[3] See "Vegetated Buffer Strip" and "Bovine Terrace" Fact Sheets in Appendix E for further details.

[4] *Total area reductions due to pollution Prevention Measures cannot exceed 50% of the physical Tributary Area.*

[5] *Per the "Urban Hydrology For Small Watersheds" TR-55 manual.*

[6] *Q in feet of depth as defined by the "Urban Hydrology For Small Watersheds" TR-55 Manual.*

[7] *From Sonoma County Water Agency Flood Control Design Criteria.*

[8] *Hydrologic soil type based of infiltration rate of native soil as defined by "Urban Hydrology For Small Watersheds" TR-55 Manual.*

[9] *Composite CN calculated per "Worksheet 2 Part 1 of the Urban Hydrology For Small Watersheds" TR-55 manual.*

[10] *From "Using Site Design to Meet Development Standards For Storm water Quality" by the Bay Area Storm water Management Agencies Association (BASMAA).*

Paved Area Disconnection [1]

Paved Area Type (select from drop down list): Not Directly-connected Paved Area

Multiplier = 1

Enter area of alternatively designed paved area: 0 ft^2

Area Reduction = 0.00 ft^2

INSTRUCTIONS:
Calculates the area reduction credit for driveways designed to minimize runoff. Enter type and area of alternate design.

Interceptor Trees [2]

Number of new ***Evergreen Trees*** that qualify as interceptor trees= 0 **New Evergreen Trees**

Area Reduction due to new Evergreen Trees= 0 ft^2 (200 ft^2/tree)

Number of new ***Deciduous Trees*** that qualify as interceptor trees= 0 **New Deciduous Trees**

Area Reduction due to new Deciduous Trees= 0 ft^2 (100 ft^2/tree)

Enter square footage of qualifying **existing tree canopy** = 0 **Existing Tree Canopy**

Allowed reduction credit for existing tree canopy= 0 ft^2 Allowed credit for existing tree canopy = 50 % of actual canopy square footage

Area Reduction = 0 ft^2 = Sum of areas managed by evergreen + deciduous + existing canopy

NOTE:
Total Interceptor Area Reduction is limited to 50% of the physical tributary area.

INSTRUCTIONS:
Calculates the area reductions credit due to interceptor trees. Includes both new and existing trees. Enter the number of new deciduous and evergreen trees and the canopy area of existing trees.

Buffer Strips & Bovine Terraces [3]

Enter area draining to a Buffer Strip or Bovine Terrace = 0 ft^2

Buffer Factor = 0.7

Solution:

Area Reduction = (Area draining to Buffer Strip or Bovine Terrace) x (Buffer Factor) =

Area Reduction = 0.00 ft^2

INSTRUCTIONS:
Calculates the area reduction credit due to buffer strips and/or bovine terraces. Runoff Must be direct to these features as sheet flow. Enter the area draining to these features.

STORM WATER CALCULATOR

Revised Tributary Area due to Pollution Prevention Measures

Physical Tributary Area =	508,630	ft²
Tributary Area Reduction due to Pollution Prevention Measures [4] =	0.00	ft²
Reduced Tributary Area to be used for Calculations =	508,630	ft²

This worksheet calculates the quantity of storm water that needs to be addressed (captured and/or treated) to comply with the NPDES Storm Water Permit issued to the City of Santa Rosa and County of Sonoma by the North Coast Regional Water Quality Control Board.

Design Goal: 100% Volume Capture

Capture (infiltration and/or reuse) of 100% of the volume of runoff generated by the 85th percentile 24 hour storm event.

Formulas:

$$S = \frac{1000}{CN} - 10$$

Where:
S= Potential maximum retention after runoff (in)[5]
CN= Curve Number [5]

$$Q = \frac{[(P*K)-(0.2*S)]^2}{[(P*K)+(0.8*S)]} \times \frac{1ft}{12"}$$

Where:
Q= Runoff depth (ft) [6]
P= Precipitation (in) = 0.92
K= Seasonal Precipitation Factor [7]

0.92 inches in the Santa Rosa area, based on local historical data.

$$V = (Q)(A_r)$$

Where:
V= Volume of Storm Water to be Retained (ft³)
A_r= Reduced Tributary Area including credit for Pollution Prevention Measures (ft²)

Input: (Pick data from drop down lists or enter calculated values)

A_r =	508,630	ft²
K [7] =	1.50	

Drop down Lists

Select post development hydrologic soil type within tributary area [6] = C: 0.05 - 0.15 in/hr infiltration (transmission) rate

Select post development ground cover description [5] =

OR:

CN_{POST} =	#N/A	
Composite post development CN [9] =	88	

NOTE:
Entering a calculated composite CN will override selections made from the pull down menu above. Calculation worksheet should be used for all composite calculations and included with submittal.

Solution:

Volume of storm water - Post Development

S_{POST}=	1.36 in	S_{POST}=	$\frac{1000}{88} - 10$
Q_{POST}=	0.04145 ft	Q_{POST}=	$\frac{[(0.92*1.50)-(0.2*1.36)]^2}{[(0.92*1.50)+(0.8*1.36)]} \times \frac{1ft}{12in}$
V_{GOAL}=	21082.71 ft³	V_{GOAL}=	(0.04145)(508,630)

Where:
S_{POST}= Post development potential maximum retention after runoff (in).
Q_{POST}= *Q in feet of depth as defined by the "Urban Hydrology For Small Watersheds" TR-55 Manual.*
V_{GOAL}= Post Development Volume of Storm Water to be Retained (ft³)

INSTRUCTIONS:
This Design Goal of 100% Capture is the ideal condition and if achieved satisfies all requirements so that no additional treatment is required and pages 4 and 5 of this calculator do not need to be completed.

NOTE:
If the Design Goal of 100% Capture is not achieved, 100% Treatment AND Volume Capture must be achieved and both pages 4 and 5 of this calculator need to be completed.

STORM WATER CALCULATOR

Ran[illegible]ery
7079 Westside Road Healdsburg, CA
KH
A1

Requirement 1: 100% Treatment

Treatment of 100% of the flow generated by 85th percentile 24 hour mean annual rain event (0.2 in/hr).

Formula:

$Q_{TREATMENT}$= (0.2 in/hr)(A_r)(C_{POST})(K) cfs

Where:

$Q_{TREATMENT}$= Design flow rate required to be treated (cfs)

C_{POST} = Rational method runoff coefficient for the developed condition [10]

A_r = Reduced Tributary Area including credit for Pollution Prevention Measures (in Acres)

K = Seasonal Precipitation Factor [7]

Input:

A_r =	508,630 ft^2	=	11.68 Acres
C_{POST} [10] =	0.55		
K [7] =	1.0		

Solution:

$Q_{TREATMENT}$= 1.28 cfs

$Q_{TREATMENT}$= (0.2)(11.68)(0.55)(1.00)

C value note:

The C value used for this calculation is smaller than the value used for hydraulic Flood Control design.

The table of values can be found here.

This smaller value should not be used to size the overflow bypass.

NOTE:

The Flow Rate calculated here should only be used to size the appropriate BMP. All associated overflow inlets and systems should be sized for the Flood Control event.

INSTRUCTIONS:

If the Design Goal of 100% Capture on page 3 of this calculator is not achieved; then Requirement 1-100% Treatment, this page of the calculator, AND Requirement 2- Volume Capture, page 5 of the calculator, **must** be achieved.

STORM WATER CALCULATOR

Requirement 2: Delta Volume Capture

No increase in volume of runoff leaving the site due to development for the 85th percentile 24 hour storm event.

Formulas:

$S = \frac{1000}{CN} - 10$

Where:
S= Potential maximum retention after runoff (in)[5]
CN= Curve Number [5]

$Q = \frac{[(P*K)-(0.2*S)]^2}{[(P*K)+(0.8*S)]} \times \frac{1ft}{12in}$

Where:
Q= Runoff depth (ft) [6]
P= Precipitation (in) = 0.92
K= Seasonal Precipitation Factor [7]

0.92 inches in the Santa Rosa area, based on local historical data.

$V = (Q)(A_r)$

Where:
V= Volume of Storm Water to be Retained (ft^3)
A_r= Reduced Tributary Area including credit for Pollution Prevention Measures (ft^2)

Input: (Pick data from drop down lists or enter calculated values)

A_r =	508,630	ft^2
K [7] =	1.5	

Drop down Lists

Select hydrologic soil type within tributary area [6] =	C: 0.05 - 0.15 in/hr infiltration (transmission) rate
Select predevelopment ground cover description [5] =	
Select post development ground cover description [5] =	
CN_{PRE} =	#N/A
CN_{POST} =	#N/A
OR Composite Predevelopment CN [9] =	87
Composite Post development CN [9] =	88

Solution:

Pre Development Storm Water Runoff Volume

S_{PRE}= 1.49 in

$S_{PRE} = \frac{1000}{87} - 10$

Where:
S_{PRE}= Pre development potential maximum retention after runoff (in).

Q_{PRE}= 0.03793 ft

$Q_{PRE} = \frac{[(0.92*1.50)-(0.2*1.49)]^2}{[(0.92*1.50)+(0.8*1.49)]} \times \frac{1ft}{12in}$

Q_{PRE}= *Q in feet of depth as defined by the "Urban Hydrology For Small Watersheds" TR-55 Manual.*

V_{PRE}= 19292.34 ft^3

V_{PRE}= (0.03793)(508,630)

V_{PRE}= Pre Development Volume of Storm Water Generated (ft^3)

Post Development Storm Water Runoff Volume

S_{POST}= 1.36 in

$S_{POST} = \frac{1000}{88} - 10$

Where:
S_{POST}= Post development potential maximum retention after runoff (in).

Q_{POST}= 0.04145 ft

$Q_{POST} = \frac{[(0.92*1.50)-(0.2*1.36)]^2}{[(0.92*1.50)+(0.8*1.36)]} \times \frac{1ft}{12in}$

Q_{POST}= *Q in feet of depth as defined by the "Urban Hydrology For Small Watersheds" TR-55 Manual.*

V_{POST}= 21082.71 ft^3

V_{POST}= (0.04145)(508,630)

V_{POST}= Post Development Volume of Storm Water Generated (ft^3)

Solution: Volume Capture Requirement

Increase in volume of storm water that must be retained onsite (may be infiltrated or reused).

Delta Volume Capture= $(V_{POST}-V_{PRE})$

Delta Volume Capture= (21,082.71) - (19,292.34)

V_{DELTA}= 1790.38 ft^3

Where:
Delta Volume Capture= The increase in volume of storm water generated by the 85th percentile 24 hour storm event due to development that must be retained onsite (may be infiltrated or reused).

INSTRUCTIONS:

If the Design Goal of 100% Capture on page 3 of this calculator is not achieved; then Requirement 1-100% Treatment, page 4 of the calculator, AND Requirement 2- Volume Capture, this page of the calculator, **must** be achieved.

NOTE:

If the amount of volume generated after development is less than or equal to that generated before development, Requirement 2-Volume Capture is not required.

($C_{POST} \leq C_{PRE}$ or $CN_{POST} \leq CN_{PRE}$)

STORM WATER CALCULATOR

LID BMP Sizing Tool: 100% Volume Capture Goal; V_{GOAL}

NOTE:
LID Sizing Tool only applicable for volume based BMPs. Not required if site requires treatment only.

Formulas:

$V_{LID\ GOAL}=((V_{GOAL}))/(P)$ = 52706.78 ft^3

$A_{LID\ GOAL}=(W)(L)$ = #VALUE! ft^2

Where:
$V_{LID\ GOAL}$= Required volume of soil in LID BMP.
$A_{LID\ GOAL}$ = Footprint of LID BMP area for a given depth (below perforated pipe if present).

V_{GOAL} = 21,083 ft^3

Percent of Goal Achieved = $\frac{(D)(A_{LID\ GOAL})}{V_{LID\ GOAL}} \times 100$

Where:
P= Porosity (enter as a decimal)
D= Depth below perforated pipe if present (in decimal feet)
W= Width (in decimal feet)
L= Length (in decimal feet)

Input:

P =	0.4	as a decimal
D =	- ft	Below perforated pipe if present
W =	- ft	
L =	- ft	

Solution:

Percent of Goal Achieved = #VALUE! % = #VALUE!

INSTRUCTIONS:
The 100% volume capture sizing tool helps the designer appropriately size a LID BMP to achieve the design goal of 100% volume capture of the post development condition. Enter the percent porosity of the specified soil and depth below perforated pipe (if present). The width and length entries will need to be interactively adjusted until "Percent of Goal" equals 100%.

LID BMP Sizing Tool Delta Volume Capture Requirement: V_{DELTA}

NOTE:
LID Sizing Tool only applicable for volume based BMPs. Not required if site requires treatment only.

Formulas:

$V_{LID\ DELTA}=((V_{DELTA}))/(P)$ = 4475.94 ft^3

$A_{LID\ DELTA}=(W)(L)$ = 1120.00 ft^2

Where:
$V_{LID\ DELTA}$= Required volume of soil in LID BMP
$A_{LID\ DELTA}$ = Footprint of LID BMP area for a given depth (below perforated pipe if present).

V_{DELTA}= 1790.38 ft^3

Percent of Requirement Achieved = $\frac{(D)(A_{LID\ DELTA})}{V_{LID\ DELTA}} \times 100$

Where:
P= Porosity (enter as a decimal)
D= Depth below perforated pipe if present (in decimal feet)
W= Width (in decimal feet)
L= Length (in decimal feet)

Input:

P =	0.4	as a decimal
D =	4.0 ft	Below perforated pipe if present
W =	4.0 ft	
L =	280.0 ft	

Solution:

Percent of Requirement Achieved = 100.09 % = [(4.0 x 1,120) / 4,476] x 100

INSTRUCTIONS:
The Delta Volume Capture sizing tool helps the designer appropriately size a LID BMP to achieve the design requirement of the delta volume capture. Enter the percent of porosity of the specified soil and depth below perforated pipe (if present). The width and length entries will need to be interactively adjusted until "Percent of Requirement achieved" reaches 100%.

Worksheet 2: Runoff Curve Number and Runoff

Project:	Ramey Winery	By:	KH	Date:	9/16/2013
Location:	A1	Checked:		Date:	
Check One:	x Present	Developed			

1. Runoff Curve Number

Soil Name and Hydrologic Group (Appendix A)	Cover Description (cover type, treatment and hydrologic condition; percent impervious; unconnected/connected impervious ratio)	CN* Table 2-2	CN* Figure 2-3	CN* Figure 2-4	Area **Acres** Miles^2 Percent	Product of CNxArea
Sobrante Loam, C	Herbaceous-mixture of grass, weeds, and low-growing brush,	87			11.32	984.84
	Impervious Roof, Paving, etc	98			0.35	34.3

*Use only one CB source per line

Totals 11.67 1019.14

CN (weighted) = $\frac{\text{Total Product}}{\text{Total Area}}$ = 87.33 **Use CN** 87

2. Runoff

Frequency	_____	year
Rainfall, P (24-hour)	_____	in
Runoff, Q	_____	in

Storm 1	Storm 2	Storm 3

(Use P and CN with Table 2-1, Figure 2-1, or equations 2-3 and 2-4)

Worksheet 2: Runoff Curve Number and Runoff

Project: Ramey Winery	By: KH	Date: 9/16/2013
Location: A1	Checked:	Date: 1/0/1900

Check One: Present x Developed

1. Runoff Curve Number

Soil Name and Hydrologic Group (Appendix A)	Cover Description (cover type, treatment and hydrologic condition; percent impervious; unconnected/connected impervious ratio)	CN* Table 2-2	CN* Figure 2-3	CN* Figure 2-4	Area **Acres** Miles^2 Percent	Product of CNxArea
Sobrante Loam, C	Herbaceous-mixture of grass, weeds, and low-growing brush,	87			10.11	879.57
	Impervious Roof, Paving, etc	98			1.56	152.88
*Use only one CB source per line				**Totals**	11.67	1032.45

CN (weighted) = Total Product / Total Area = 88.47 **Use CN** 88

2. Runoff

Frequency	_____	year
Rainfall, P (24-hour)	_____	in
Runoff, Q	_____	in

Storm 1	Storm 2	Storm 3

(Use P and CN with Table 2-1, Figure 2-1, or equations 2-3 and 2-4)

STORM WATER CALCULATOR*

*Go to www.srcity.org/stormwaterlid for the latest version of the calculator

Project:	Ramey Winery
Address/Location:	7097 Westside Road Healdsburg, CA
Designer:	KH
Date:	November 25, 2013
Inlet Number/Tributary Area/BMP:	B1

NOTE: In order for this calculator to function properly **macros must be enabled.**

Physical Tributary Area that drains to Inlet/BMP = 211,870 ft²

This portion of the Storm water Calculator is designed to account for pollution prevention measures implemented on site. Additional information and description of these measures can be found in the Fact Sheets in Appendix F and in Chapter 4 of the narrative.

Disconnected Roof Drains [1]

Input:

Select disconnection condition: Runoff is directed across landscape; Width of area: 5' to 9'
Condition Factor = 0.25

Method 1: **Based on the total rooftop drainage area** - to be used if rooftop information is known.

Input:

Enter amount of rooftop area that drain to disconnected downspouts = 0 ft²
Rooftop Area Factor = 0.00 Rooftop Area Factor= (Total Rooftop Disconnected Area/Tributary Area)

Solution:

Area reduction = (Physical Tributary Area x Conditional Factor x Rooftop Area Factor)

(211,870 x 0.25 x 0.00) = 0.00 ft² **Rooftop Drainage Area Reduction**

Method 2: **Based on density (units per acre)** - to be used if rooftop information is unknown.

Input:

Enter percent of rooftop area to be disconnected from downspouts: 0 %

Select Density: 3-4 Units per Acre
Density Reduction Factor= 0.19

NOTE:
Either Method 1 (rooftop area) or Method 2 (density) can be used. Providing input for both methods will cause an error. If rooftop area information is available, Method 1 should be used.

Solution:

Area reduction = (Physical Tributary Area x Conditional Factor x Percent Disconnected x Density Factor)

(211,870 x 0.25 x 0.00 x 0.19) = 0.00 ft² **Density Reduction**

[1] *See "Impervious Area Disconnection" Fact Sheet in Appendix E for further details.*

[2] See "Interceptor Trees" Fact Sheet in Appendix E for further details and see "Plant and Tree List" in Appendix G for approved trees.

[3] See "Vegetated Buffer Strip" and "Bovine Terrace" Fact Sheets in Appendix E for further details.

[4] *Total area reductions due to pollution Prevention Measures cannot exceed 50% of the physical Tributary Area.*

[5] *Per the "Urban Hydrology For Small Watersheds" TR-55 manual.*

[6] *Q in feet of depth as defined by the "Urban Hydrology For Small Watersheds" TR-55 Manual.*

[7] *From Sonoma County Water Agency Flood Control Design Criteria.*

[8] *Hydrologic soil type based of infiltration rate of native soil as defined by "Urban Hydrology For Small Watersheds" TR-55 Manual.*

[9] *Composite CN calculated per "Worksheet 2 Part 1 of the Urban Hydrology For Small Watersheds" TR-55 manual.*

[10] *From "Using Site Design to Meet Development Standards For Storm water Quality" by the Bay Area Storm water Management Agencies Association (BASMAA).*

Paved Area Disconnection [1]

Paved Area Type (select from drop down list): Not Directly-connected Paved Area

Multiplier = 1

Enter area of alternatively designed paved area: 0 ft^2

Area Reduction = 0.00 ft^2

INSTRUCTIONS:
Calculates the area reduction credit for driveways designed to minimize runoff. Enter type and area of alternate design.

Interceptor Trees [2]

Number of new ***Evergreen Trees*** that qualify as interceptor trees= 0 **New Evergreen Trees**

Area Reduction due to new Evergreen Trees= 0 ft^2 (200 ft^2/tree)

Number of new ***Deciduous Trees*** that qualify as interceptor trees= 0 **New Deciduous Trees**

Area Reduction due to new Deciduous Trees= 0 ft^2 (100 ft^2/tree)

Enter square footage of qualifying **existing tree canopy** = 0 **Existing Tree Canopy**

Allowed reduction credit for existing tree canopy= 0 ft^2 Allowed credit for existing tree canopy = 50 % of actual canopy square footage

Area Reduction = 0 ft^2 = Sum of areas managed by evergreen + deciduous + existing canopy

NOTE:
Total Interceptor Area Reduction is limited to 50% of the physical tributary area.

INSTRUCTIONS:
Calculates the area reductions credit due to interceptor trees. Includes both new and existing trees. Enter the number of new deciduous and evergreen trees and the canopy area of existing trees.

Buffer Strips & Bovine Terraces [3]

Enter area draining to a Buffer Strip or Bovine Terrace = 0 ft^2

Buffer Factor = 0.7

Solution:

Area Reduction = (Area draining to Buffer Strip or Bovine Terrace) x (Buffer Factor) =

Area Reduction = 0.00 ft^2

INSTRUCTIONS:
Calculates the area reduction credit due to buffer strips and/or bovine terraces. Runoff Must be direct to these features as sheet flow. Enter the area draining to these features.

Revised Tributary Area due to Pollution Prevention Measures

Physical Tributary Area = 211,870 ft^2

Tributary Area Reduction due to Pollution Prevention Measures [4] = 0.00 ft^2

Reduced Tributary Area to be used for Calculations = 211,870 ft^2

This worksheet calculates the quantity of storm water that needs to be addressed (captured and/or treated) to comply with the NPDES Storm Water Permit issued to the City of Santa Rosa and County of Sonoma by the North Coast Regional Water Quality Control Board.

Design Goal: 100% Volume Capture

Capture (infiltration and/or reuse) of 100% of the volume of runoff generated by the 85th percentile 24 hour storm event.

Formulas:

$$S = \frac{1000}{CN} - 10$$

Where:
S= Potential maximum retention after runoff (in)[5]
CN= Curve Number [5]

$$Q = \frac{[(P*K)-(0.2*S)]^2}{[(P*K)+(0.8*S)]} \times \frac{1ft}{12"}$$

Where:
Q= Runoff depth (ft) [6]
P= Precipitation (in) = 0.92
K= Seasonal Precipitation Factor [7]

0.92 inches in the Santa Rosa area, based on local historical data.

$$V = (Q)(A_r)$$

Where:
V= Volume of Storm Water to be Retained (ft^3)
A_r= Reduced Tributary Area including credit for Pollution Prevention Measures (ft^2)

Input: (Pick data from drop down lists or enter calculated values)

A_r = 211,870 ft^2
K [7] = 1.50

Drop down Lists

Select post development hydrologic soil type within tributary area [8] = C: 0.05 - 0.15 in/hr infiltration (transmission) rate
Select post development ground cover description [5] =

CN_{POST} = #N/A
OR: Composite post development CN [9] = 83

NOTE:
Entering a calculated composite CN will override selections made from the pull down menu above. Calculation worksheet should be used for all composite calculations and included with submittal.

Solution:

Volume of storm water - Post Development

S_{POST}= 2.05 in

$$S_{POST} = \frac{1000}{83} - 10$$

Where:
S_{POST}= Post development potential maximum retention after runoff (in).

Q_{POST}= 0.02596 ft

$$Q_{POST} = \frac{[(0.92 * 1.50)-(0.2 * 2.05)]^2}{[(0.92 * 1.50)+(0.8 * 2.05)]} \times \frac{1ft}{12in}$$

Q_{POST}= *Q in feet of depth as defined by the "Urban Hydrology For Small Watersheds" TR-55 Manual.*

V_{GOAL}= 5500.15 ft^3

$$V_{GOAL} = (0.02596)(211,870)$$

V_{GOAL}= Post Development Volume of Storm Water to be Retained (ft^3)

INSTRUCTIONS:
This Design Goal of 100% Capture is the ideal condition and if achieved satisfies all requirements so that no additional treatment is required and pages 4 and 5 of this calculator do not need to be completed.

NOTE:
If the Design Goal of 100% Capture is not achieved, 100% Treatment AND Volume Capture must be achieved and both pages 4 and 5 of this calculator need to be completed.

Requirement 1: 100% Treatment

Treatment of 100% of the flow generated by 85th percentile 24 hour mean annual rain event (0.2 in/hr).

Formula:

$Q_{TREATMENT}$= (0.2 in/hr)(A_r)(C_{POST})(K) cfs

Where:

$Q_{TREATMENT}$= Design flow rate required to be treated (cfs)

C_{POST} = Rational method runoff coefficient for the developed condition [10]

A_r = Reduced Tributary Area including credit for Pollution Prevention Measures (in Acres)

K = Seasonal Precipitation Factor [7]

Input:

A_r =	211,870 ft^2	=	4.86 Acres
C_{POST} [10] =	0.58		
K [7] =	1.0		

Solution:

$Q_{TREATMENT}$= 0.56421 cfs

$Q_{TREATMENT}$= (0.2)(4.86)(0.58)(1.00)

C value note:

The C value used for this calculation is smaller than the value used for hydraulic Flood Control design.

The table of values can be found here.

This smaller value should not be used to size the overflow bypass.

NOTE:

The Flow Rate calculated here should only be used to size the appropriate BMP. All associated overflow inlets and systems should be sized for the Flood Control event.

INSTRUCTIONS:

If the Design Goal of 100% Capture on page 3 of this calculator is not achieved; then Requirement 1-100% Treatment, this page of the calculator, AND Requirement 2- Volume Capture, page 5 of the calculator, **must** be achieved.

STORM WATER CALCULATOR

Requirement 2: Delta Volume Capture

No increase in volume of runoff leaving the site due to development for the 85th percentile 24 hour storm event.

INSTRUCTIONS:
If the Design Goal of 100% Capture on page 3 of this calculator is not achieved; then Requirement 1-100% Treatment, page 4 of the calculator, AND Requirement 2- Volume Capture, this page of the calculator, **must** be achieved.

NOTE:
If the amount of volume generated after development is less than or equal to that generated before development, Requirement 2-Volume Capture is not required.

($C_{POST} \leq C_{PRE}$ or $CN_{POST} \leq CN_{PRE}$)

Formulas:

$S = \frac{1000}{CN} - 10$

Where:
S= Potential maximum retention after runoff (in)[5]
CN= Curve Number [5]

$Q = \frac{[(P*K)-(0.2*S)]^2}{[(P*K)+(0.8*S)]} \times \frac{1ft}{12in}$

Where:
Q= Runoff depth (ft) [6]
P= Precipitation (in) = 0.92 *0.92 inches in the Santa Rosa area, based on local historical data.*
K= Seasonal Precipitation Factor [7]

$V = (Q)(A_r)$

Where:
V= Volume of Storm Water to be Retained (ft^3)
A_r= Reduced Tributary Area including credit for Pollution Prevention Measures (ft^2)

Input: (Pick data from drop down lists or enter calculated values)

A_r =	211,870	ft^2
K [7] =	1.5	

Drop down Lists

Select hydrologic soil type within tributary area [8] =	C: 0.05 - 0.15 in/hr infiltration (transmission) rate
Select predevelopment ground cover description [5] =	
Select post development ground cover description [5] =	
CN_{PRE} =	#N/A
CN_{POST} =	#N/A
OR Composite Predevelopment CN [9] =	81
Composite Post development CN [9] =	83

Solution:

Pre Development Storm Water Runoff Volume

S_{PRE}= 2.35 in

$S_{PRE} = \frac{1000}{81} - 10$

Where:
S_{PRE}= Pre development potential maximum retention after runoff (in).

Q_{PRE}= 0.02117 ft

$Q_{PRE} = \frac{[(0.92*1.50)-(0.2*2.35)]^2}{[(0.92*1.50)+(0.8*2.35)]} \times \frac{1ft}{12in}$

Q_{PRE}= *Q in feet of depth as defined by the "Urban Hydrology For Small Watersheds" TR-55 Manual.*

V_{PRE}= 4485.29 ft^3

V_{PRE}= (0.02117)(211,870)

V_{PRE}= Pre Development Volume of Storm Water Generated (ft^3)

Post Development Storm Water Runoff Volume

S_{POST}= 2.05 in

$S_{POST} = \frac{1000}{83} - 10$

Where:
S_{POST}= Post development potential maximum retention after runoff (in).

Q_{POST}= 0.02596 ft

$Q_{POST} = \frac{[(0.92*1.50)-(0.2*2.05)]^2}{[(0.92*1.50)+(0.8*2.05)]} \times \frac{1ft}{12in}$

Q_{POST}= *Q in feet of depth as defined by the "Urban Hydrology For Small Watersheds" TR-55 Manual.*

V_{POST}= 5500.15 ft^3

V_{POST}= (0.02596)(211,870)

V_{POST}= Post Development Volume of Storm Water Generated (ft^3)

Solution: Volume Capture Requirement

Increase in volume of storm water that must be retained onsite (may be infiltrated or reused).

Delta Volume Capture= $(V_{POST}-V_{PRE})$

Delta Volume Capture= (5,500.15) - (4,485.29)

V_{DELTA}= 1014.86 ft^3

Where:
Delta Volume Capture= The increase in volume of storm water generated by the 85th percentile 24 hour storm event due to development that must be retained onsite (may be infiltrated or reused).

LID BMP Sizing Tool: 100% Volume Capture Goal; V_{GOAL}

NOTE:
LID Sizing Tool only applicable for volume based BMPs. Not required if site requires treatment only.

Formulas:

$V_{LID\ GOAL}=((V_{GOAL}))/(P)$ = 13750.36 ft^3

$A_{LID\ GOAL}=(W)(L)$ = #VALUE! ft^2

Where:
$V_{LID\ GOAL}$ = Required volume of soil in LID BMP.
$A_{LID\ GOAL}$ = Footprint of LID BMP area for a given depth (below perforated pipe if present).

V_{GOAL} = 5,500 ft^3

$$\text{Percent of Goal Achieved} = \frac{(D)(A_{LID\ GOAL})}{V_{LID\ GOAL}} \times 100$$

Where:
P= Porosity (enter as a decimal)
D= Depth below perforated pipe if present (in decimal feet)
W= Width (in decimal feet)
L= Length (in decimal feet)

Input:

P =	0.4	as a decimal
D =	- ft	Below perforated pipe if present
W =	- ft	
L =	- ft	

Solution:

Percent of Goal Achieved = #VALUE! % = #VALUE!

INSTRUCTIONS:
The 100% volume capture sizing tool helps the designer appropriately size a LID BMP to achieve the design goal of 100% volume capture of the post development condition. Enter the percent porosity of the specified soil and depth below perforated pipe (if present). The width and length entries will need to be interactively adjusted until "Percent of Goal" equals 100%.

LID BMP Sizing Tool Delta Volume Capture Requirement: V_{DELTA}

NOTE:
LID Sizing Tool only applicable for volume based BMPs. Not required if site requires treatment only.

Formulas:

$V_{LID\ DELTA}=((V_{DELTA}))/(P)$ = 2537.14 ft^3

$A_{LID\ DELTA}=(W)(L)$ = 640.00 ft^2

Where:
$V_{LID\ DELTA}$ = Required volume of soil in LID BMP
$A_{LID\ DELTA}$ = Footprint of LID BMP area for a given depth (below perforated pipe if present).

V_{DELTA} = 1014.86 ft^3

$$\text{Percent of Requirement Achieved} = \frac{(D)(A_{LID\ DELTA})}{V_{LID\ DELTA}} \times 100$$

Where:
P= Porosity (enter as a decimal)
D= Depth below perforated pipe if present (in decimal feet)
W= Width (in decimal feet)
L= Length (in decimal feet)

Input:

P =	0.4	as a decimal
D =	4.0 ft	Below perforated pipe if present
W =	4.0 ft	
L =	160.0 ft	

Solution:

Percent of Requirement Achieved = 100.90 % = [(4.0 x 640) / 2,537] x 100

INSTRUCTIONS:
The Delta Volume Capture sizing tool helps the designer appropriately size a LID BMP to achieve the design requirement of the delta volume capture. Enter the percent of porosity of the specified soil and depth below perforated pipe (if present). The width and length entries will need to be interactively adjusted until "Percent of Requirement achieved" reaches 100%.

Worksheet 2: Runoff Curve Number and Runoff

Project: Ramey Winery	By: KH	Date: 9/16/2013
Location: B1	Checked:	Date:

Check One: x Present Developed

1. Runoff Curve Number

Soil Name and Hydrologic Group (Appendix A)	Cover Description (cover type, treatment and hydrologic condition; percent impervious; unconnected/connected impervious ratio)	CN* Table 2-2	CN* Figure 2-3	CN* Figure 2-4	Area **Acres** Miles^2 Percent	Product of CNxArea
Yolo Loam, B	Herbaceous-mixture of grass, weeds, and low-growing brush,	80			3.53	282.4
	Impervious Roof, Paving, etc	98			0.3	29.4

*Use only one CB source per line

Totals 3.83 311.8

CN (weighted) = $\frac{\text{Total Product}}{\text{Total Area}}$ = 81.41 **Use CN** 81

2. Runoff

		Storm 1	Storm 2	Storm 3
Frequency	year			
Rainfall, P (24-hour)	in			
Runoff, Q	in			

(Use P and CN with Table 2-1, Figure 2-1, or equations 2-3 and 2-4)

Worksheet 2: Runoff Curve Number and Runoff

Project: Ramey Winery	By: KH	Date: 9/16/2013
Location: B1	Checked:	Date:

Check One: Present x Developed

1. Runoff Curve Number

Soil Name and Hydrologic Group (Appendix A)	Cover Description (cover type, treatment and hydrologic condition; percent impervious; unconnected/connected impervious ratio)	CN* Table 2-2	CN* Figure 2-3	CN* Figure 2-4	Area **Acres** Miles^2 Percent	Product of CNxArea
Yolo Loam, B	Herbaceous-mixture of grass, weeds, and low-growing brush,	80			3.13	250.4
	Impervious Roof, Paving, etc	98			0.76	74.48
	Gravel Parking Area	80			0.97	77.6
*Use only one CB source per line				**Totals**	4.86	402.48

CN (weighted) = $\frac{\text{Total Product}}{\text{Total Area}}$ = 82.81 **Use CN** 83

2. Runoff

		Storm 1	Storm 2	Storm 3
Frequency	year			
Rainfall, P (24-hour)	in			
Runoff, Q	in			

(Use P and CN with Table 2-1, Figure 2-1, or equations 2-3 and 2-4)

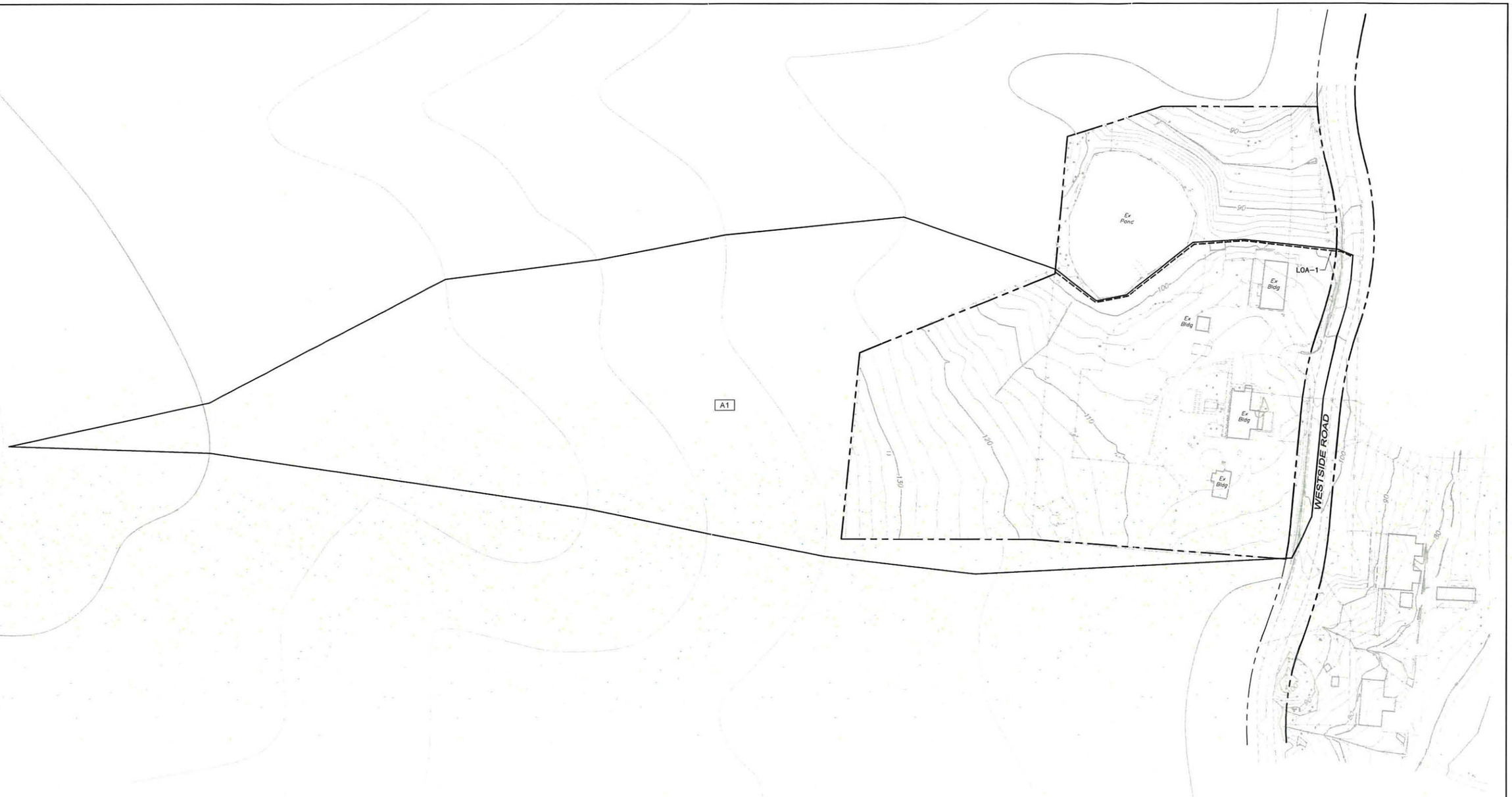
Table 2-2d Runoff curve numbers for arid and semiarid rangelands [1]

Cover description		Curve numbers for hydrologic soil group			
Cover type	Hydrologic condition [2]	A [3]	B	C	D
Herbaceous—mixture of grass, weeds, and low-growing brush, with brush the minor element.	Poor		80	87	93
	Fair		71	81	89
	Good		62	74	85
Oak-aspen—mountain brush mixture of oak brush, aspen, mountain mahogany, bitter brush, maple, and other brush.	Poor		66	74	79
	Fair		48	57	63
	Good		30	41	48
Pinyon-juniper—pinyon, juniper, or both; grass understory.	Poor		75	85	89
	Fair		58	73	80
	Good		41	61	71
Sagebrush with grass understory.	Poor		67	80	85
	Fair		51	63	70
	Good		35	47	55
Desert shrub—major plants include saltbush, greasewood, creosotebush, blackbrush, bursage, palo verde, mesquite, and cactus.	Poor	63	77	85	88
	Fair	55	72	81	86
	Good	49	68	79	84

1 Average runoff condition, and I_a = 0.2S. For range in humid regions, use table 2-2c.
2 Poor: <30% ground cover (litter, grass, and brush overstory).
Fair: 30 to 70% ground cover.
Good: > 70% ground cover.
3 Curve numbers for group A have been developed only for desert shrub.

APPENDIX B

LID Hydrology Maps and Site Plan



60' 30' 0 30' 60' 120' 180'

Graphic Scale: 1" = 60'

DRAINAGE AREA TABLE

A1=11.67 AC
(508,630 SF)

DRAINAGE AREA LEGEND

A1 DRAINAGE AREA

DRAINAGE AREA BOUNDARY

LINE OF ANALYSIS (LOA)

DRAINAGE ROUTING

A1
↓
LOA-1

NOTE:

CONTOURS SHOWN OUTSIDE PROPERTY LINE ARE FOR REFERENCE ONLY.

September 16, 2013

PRE-CONSTRUCTION HYDROLOGY MAP - WINERY

RAMEY WINERY
7097 Westside Road, Healdsburg, CA
APN 110-240-031 & 040

adobe associates, inc.
civil engineering | land surveying | wastewater
1220 N. Dutton Ave., Santa Rosa, CA 95401
P. (707) 541-2300 F. (707) 541-2301
Website: www.adobeinc.com
"A Service You Can Count On"

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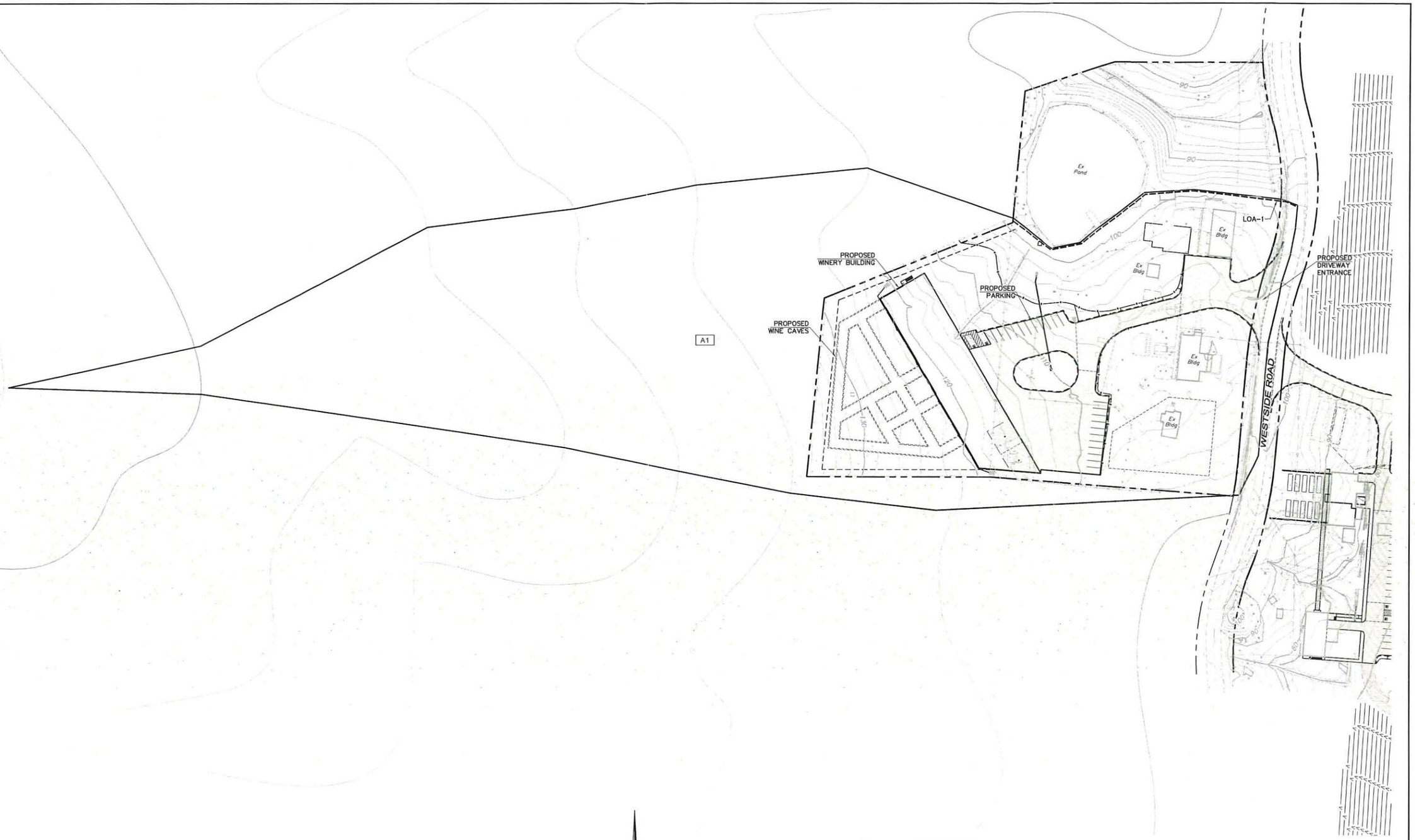

60' 30' 0 30' 60' 120' 180'

Graphic Scale: 1" = 60'

DRAINAGE AREA TABLE

A1 = 11.67 AC
(508,630 SF)

DRAINAGE AREA LEGEND

A1 DRAINAGE AREA

DRAINAGE AREA BOUNDARY

LINE OF ANALYSIS (LOA)

DRAINAGE ROUTING

A1

LOA-1

NOTE:

CONTOURS SHOWN OUTSIDE PROPERTY LINE ARE FOR REFERENCE ONLY.

September 16, 2013

POST-CONSTRUCTION HYDROLOGY MAP - WINERY

RAMEY WINERY
7097 Westside Road, Healdsburg, CA
APN 110-240-031 & 040

adobe associates, inc.
civil engineering | land surveying | wastewater
1220 N. Dutton Ave., Santa Rosa, CA 95401
P. (707) 541-2300 F. (707) 541-2301
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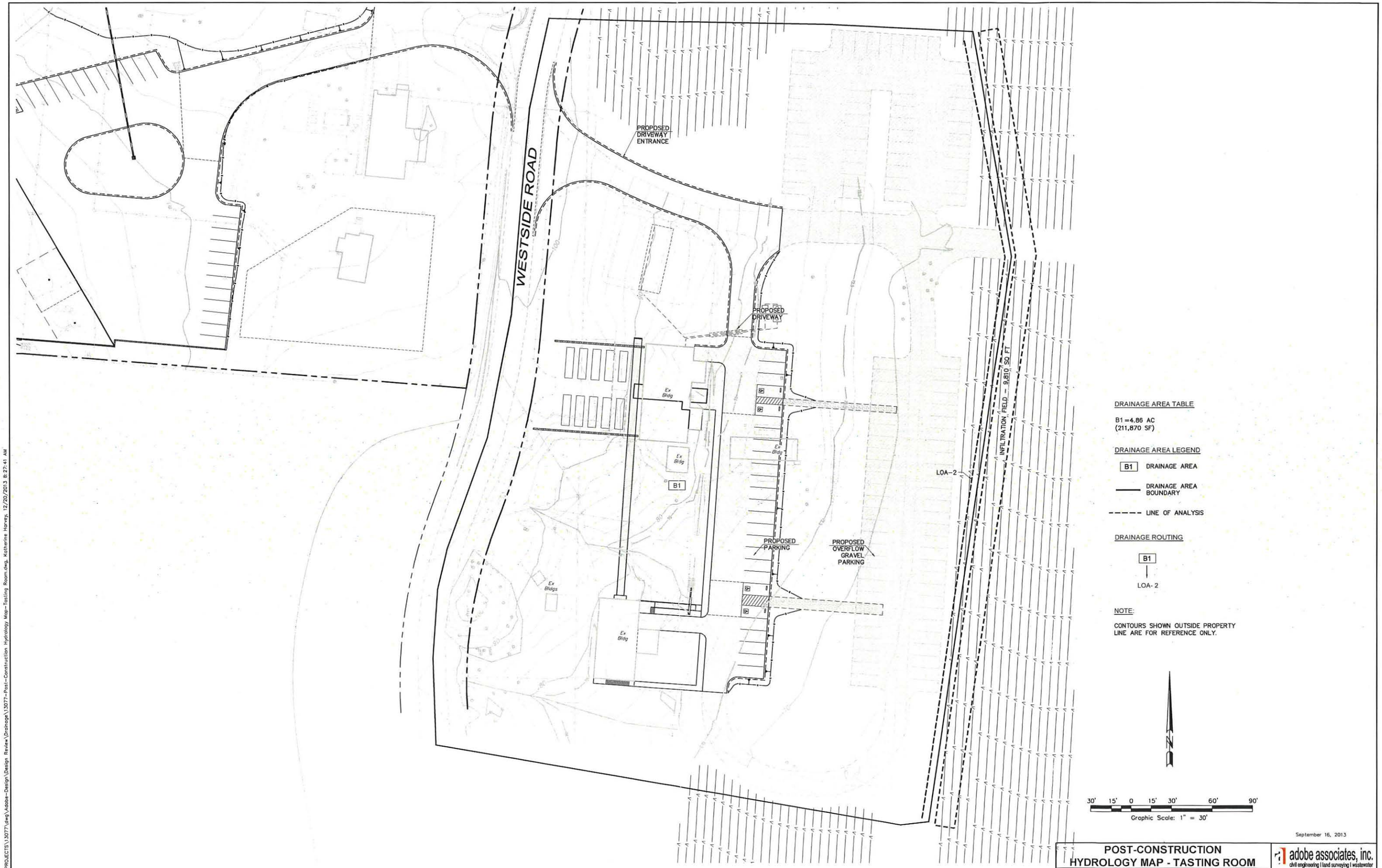

September 16, 2013

POST-CONSTRUCTION HYDROLOGY MAP - TASTING ROOM

RAMEY WINERY
7097 Westside Road, Healdsburg, CA
APN 110-240-031 & 040

adobe associates, inc.
civil engineering | land surveying | wastewater
1220 N. Dutton Ave., Santa Rosa, CA 95401
P. (707) 541-2300 F. (707) 541-2301
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DRAINAGE AREA TABLE

B1 =3.83 AC
(166,810 SF)

DRAINAGE AREA LEGEND

B1 DRAINAGE AREA

DRAINAGE AREA BOUNDARY

LINE OF ANALYSIS

DRAINAGE ROUTING

B1

LOA- 2

NOTE:

CONTOURS SHOWN OUTSIDE PROPERTY LINE ARE FOR REFERENCE ONLY.

N

30' 15' 0 15' 30' 60' 90'

Graphic Scale: 1" = 30'

September 16, 2013

PRE-CONSTRUCTION HYDROLOGY MAP - TASTING ROOM

RAMEY WINERY
7097 Westside Road, Healdsburg CA
APN 110-240-031 & 040

adobe associates, inc.
civil engineering | land surveying | wastewater
1220 N. Dutton Ave., Santa Rosa, CA 95401
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APPENDIX C

Infiltration Field Analysis

Infiltration Field Analysis

Ramey Winery

Field characteristics:		
Use:	Mixed	
Soil Type:	Yolo Loam	
Slope:	Approx 6%	
Infiltration Rate:		0.63 in/hr
Hydrologic Soil Group:		B

Storm Characteristics	
Type:	2 year, 24 hour
Rainfall Intensity:	0.21 in/hr
100% Volume:	5500 ft^3/day

Adjust field infiltration rate to account for direct rainfall: 0.63 in/hr

\- 0.21 in/hr

Effective Infiltration Rate: 0.42 in/hr

This is the rate at which the field will infiltrate the project's increase in runoff.

Infiltration rate converted to feet per day: 0.84 ft/day

The infiltration field must be sufficiently sized to allow for capture of 100% Volume.

Required infiltration area: $\frac{5500 \text{ ft}^3/\text{day}}{0.84 \text{ ft/day}}$ = 6548 ft^2

The infiltration field must be a minimum size of 6548 ft^2 to capture the 100% Volume generated by the post development site during the 2 year, 24 hour event.

Available infiltration field: 9,080 ft^2, as shown on the Post Construction Hydrology Map

Ratio of available area to needed area: 1.39 Pass

Notes:

1 Field characteristics are based on data provided by the USDA Soil Survey.

2 Per 2-year post construction runoff calculations included in this report.

3 100% Volume is based on the values calculated in the LID Stormwater Calculator.

TABLE 6.--ESTIMATED ENGINEERING PROPERTIES OF THE SOILS--Continued

Soil series and map symbols	Depth to bedrock or hardpan	Depth to seasonal high water table	Depth from surface (typical profile)	Classification			More than 3 inches	Percentage passing sieve--				Atterberg values		Permeability	Available water capacity	Reaction	Shrink-swell potential	Corrosivity uncoated steel
				Dominant USDA texture	Unified	AASHO		No. 4 (4.7 mm.)	No. 10 (2.0 mm.)	No. 40 (0.42 mm.)	No. 200 (0.074 mm.)	Liquid limit	Plastic index					
	Feet	Feet	Inches				Percent							Inches per hour	Inches per inch of soil	pH value		
Toomes: ToE, ToG-----	½-1½	(2/)	0-13	Clay loam and loam.	CL or ML	A-6	------	100	100	90-100	75-95	30-40	15-30	0.63-2.0	0.19-0.21	5.6-6.5	Moderate---	Moderate.
			13	Shattered basalt.														
Tuscan: TuC, TuE-----	1-2	(2/)	0-9	Cobbly clay loam.	SC	A-4 or A-6	5-20	65-80	60-75	55-65	35-50	15-25	5-15	0.2-0.63	0.16-0.18	5.6-6.5	Moderate---	Moderate.
			9-17	Very gravelly clay.	GC	A-2	5-15	50-60	40-50	35-45	25-35	30-40	20-30	0.06-0.2	0.10-0.12	6.1-6.5	Low--------	Moderate.
			17	Indurated hardpan.	---------	--------	-------	------	-----	------	------	------	-----	<0.06	---------	------	----------	---------
..right: WgC, WhA, WmB, WoA.	>5	2-3	0-25	Loam and sandy clay loam.	ML	A-4	------	100	90-100	90-100	60-75	(1/)	(1/)	0.63-2.0	0.16-0.18	5.1-6.0	Low--------	High.
			25-62	Clay----------	CL	A-7	------	100	100	95-100	75-95	40-50	20-30	<0.06	0.04-0.06	4.5-7.3	High-------	High.
olo: YlA, YmB, YnA, YoB, YrB, YsA, YtA.	>5	(2/)	0-60	Loam (Sandy loam, gravelly loam, silt loam, and clay loam surface layers are present in places.)	ML or CL	A-4 or A-6	------	100	100	90-100	50-90	30-40	5-15	0.63-2.0	0.16-0.18	6.1-8.4	Low to moderate.	Low.
Yorkville: YuE, YuF, YvF, YwF, YwG. For properties of Laughlin soils in unit YvF, and of Suther soils in units YwF and YwG, refer to the respective series in this table.	2-5	(2/)	0-14	Clay loam---------	CL	A-6	------	95-100	90-100	85-95	70-80	30-40	20-30	0.63-2.0	0.19-0.21	5.6-7.3	Moderate---	High.
			14-60	Clay----------	CH	A-7	------	100	100	90-100	75-95	50-60	30-40	<0.06	0.04-0.06	5.6-8.4	High-------	High.
umora: ZaA, ZaB-----	>5	(2/)	0-55	Clay loam and sandy clay loam.	CL or ML	A-4 or A-6	------	100	95-100	85-95	50-65	20-30	5-20	0.2-0.63	0.19-0.21	6.1-7.3	Moderate---	Moderate.
			55-60	Gravelly clay----	CL	A-6	------	75-85	70-80	60-75	55-70	30-40	20-30	0.2-0.63	0.12-0.14	6.6-7.3	High-------	High.

1/ Nonplastic.

2/ Water table not observed within depth of examination. Normally this is at a depth of 5 feet unless limited by bedrock or hardpan.

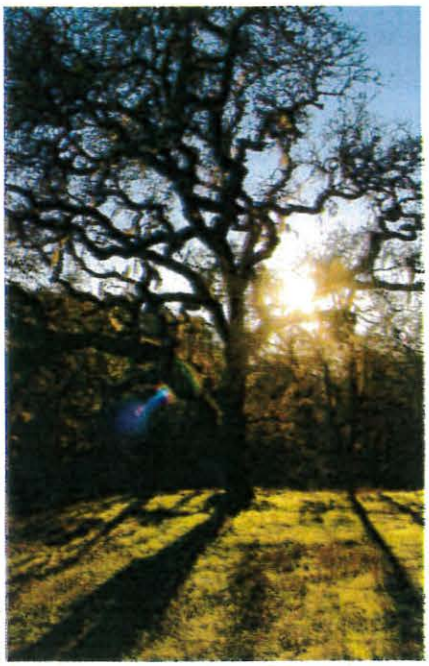
APPENDIX D

Vegetated Buffer Fact Sheets

FACT SHEET- VEGETATED BUFFER STRIP

VEGETATED BUFFER STRIP

Also know as: Filter Strip, Grassed Filter



DESCRIPTION

Vegetated buffer strips are sloping planted areas designed to allow storm water to naturally infiltrate sheet flow from adjacent impervious surfaces. Buffer strips slope away from the impervious surface and are most often vegetated with low lying ground cover. Buffer strips function by slowing storm water runoff and allowing sediment and other pollutants to settle and infiltrate. Vegetated buffer strips are well-suited to addressing runoff from roads and highways, roof downspouts, and parking lots.

ADVANTAGES

- Provides a tributary area reduction. Calculations to be completed using the Pollution Prevention Credit Calculator in Appendix C.
- Enhances water quality of downstream water bodies through natural processes.
- Aesthetically pleasing.
- Can establish habitat for birds and other pollinators like butterflies and bees.
- Require minimal maintenance (typically erosion prevention, mowing, and/or pruning).

FACT SHEET- VEGETATED BUFFER STRIP

LIMITATIONS

- Requires sufficient area.
- Ultimate storm water collection needs to be considered in design.
- May not be appropriate for industrial sites or locations where chemical spills may occur.
- A thick vegetative cover is needed for these practices to function properly.
- Prohibited in areas of known contamination. If soil and/or groundwater contamination is present on the site or within a 100' radius of the proposed location, the North Coast Regional Water Quality Control Board review and approval is required.
- Not appropriate for sites with a high risk of landslides or other geotechnical concerns. Slope stability shall be determined by a licensed Geotechnical Engineer.

KEY DESIGN FEATURES

- Slopes should not exceed 15%.
- Slope shall be at least 2%.
- Minimum length (in direction of flow) shall be 15 feet.
- Strip shall be sized as long as the site will reasonably allow.
- Vegetation whose growing season corresponds to the wet season is preferred (see Appendix A for list of locally suitable plant species).
- Strip shall be free of gullies or rills.

INSPECTION AND MAINTENANCE REQUIREMENTS

A maintenance plan shall be provided with the Final SUSMP. The maintenance plan shall include; recommended maintenance practices, parties responsible for maintenance and upkeep, specify the funding source for ongoing maintenance with provisions for full replacement when necessary, and provide site specific inspection checklist.

At a minimum inspection and maintenance shall include the following:

- Mow as needed and irrigate during dry weather to the extent necessary to keep vegetation alive. Remove obstructions and trash from vegetated buffer strip.
- Pesticides and fertilizers shall not be used in the vegetated buffer strip.
- Where mowing is required, grass height shall be maintained between 3" and 6".

Vegetated buffer strips shall be inspected and maintained twice a year to review:

- Condition of vegetation.
- Obstructions and trash.
- Ponded flow is drained within 72 hours after a rainfall event.
- If ponding is observed, grading will be required to restore positive drainage.

APPENDIX E

Operation and Maintenance Checklist

VEGETATED BUFFER STRIP- CHECKLIST

Vegetated Buffer Strip
Inspection and Maintenance Checklist
(aka: Filter Strip, Grassed Filter)

Date of Inspection: _____
Inspector(s): _____
BMP ID #: _____
Property Owner: _____

Location Description: _____

Type of Inspection: ☐ Pre-rainy Season (PRS) ☐ Rainy Season (RS) ☐ After-rainy Season (ARS)

This Inspection and Maintenance Checklist is to be used in conjunction with its corresponding LID Factsheet and Maintenance Plan. Please review these documents before performing the field inspection.

Inspection Category	When to Inspect	Maintenance Issue	Is the Issue Present?	Require Maintenance	**Comments** (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)
Drainage	RS	Is there standing or pooling of water after 3 days of dry weather?		• Remove any obstruction in the buffer strip and/or regrade to restore positive drainage. • Clean and/or remove any obstructions in and around the storm drain inlet.	
	PRS RS ARS	Is there poor drainage during a high intensity storm event?		• Clean and/or remove any obstructions in and around the storm drain inlet.	
	RS	Is the flow into the buffer strip even and uniform?		• Remove any obstruction preventing a uniform flow into the buffer strip.	

VEGETATED BUFFER STRIP- CHECKLIST

Inspection Category	When to Inspect	Maintenance Issue	Is the Issue Present?	Require Maintenance	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)
Erosion	RS ARS	Is there evidence of under cutting or washouts along the impervious surfaces of the buffer strip?		• Fill in eroded areas and regrade.	
	RS ARS	Is there channelization (gully) forming along the length of the buffer strip area?		• Fill in eroded areas and regrade.	
	RS ARS	Is there accumulation of sediment (sand, dirt, mud) in the buffer strip?		• Remove sediment and check the grading. Add replacement soil and or mulch.	
	PRS RS ARS	Is the mulch unevenly distributed in the buffer strip area?		• Redistribute and add additional mulch if needed. • Regrade buffer strip area.	
	PRS RS ARS	Are there voids and/or holes around the storm drain inlet?		• Inspect the storm drain inlet for damage. Replace or repair as necessary. • Fill in eroded areas and regrade.	
	PRS RS ARS	Is there evidence of animal activity such as holes or dirt mounds from digging or borrowing?		• Repair and fill in damaged areas. • Rodent control activities must be in accordance with applicable laws and do not affect any protected species.	

VEGETATED BUFFER STRIP- CHECKLIST

Inspection Category	When to Inspect	Maintenance Issue	Is the Issue Present?	Require Maintenance	**Comments** (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)
Vegetation	PRS RS ARS	Is the vegetation clogging or redirecting the inlet/outlet flow areas?		• Trim and/or remove the excess vegetation.	
	PRS RS ARS	Is the mulch distributed evenly throughout the buffer strip?		• Redistribute and add additional mulch if needed. • Regrade buffer strip area.	
	PRS RS ARS	Are there dead or dry plants/weeds? Is the vegetation over grown?		• Remove dead and/or dry vegetation. Replace as needed. • Remove or trim any vegetation that is causing a visual barrier, trip, and or obstruction hazards. • Mow grass as needed.	

VEGETATED BUFFER STRIP- CHECKLIST

Inspection Category	When to Inspect	Maintenance Issue	Is the Issue Present?	Require Maintenance	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)
BMP General	PRS RS ARS	Is there debris/trash in the buffer strip area?		• Remove all trash and debris.	
	PRS RS ARS	Is Graffiti present?		• Remove all graffiti from the area.	
	PRS RS ARS	Are there missing or disturbed aesthetics features?		• Replace and/or reposition aesthetics features to original placement. • Placement should not disrupt flow characteristics/design.	
	PRS RS ARS	Is the vegetation irrigation functional?		• Repaired broken missing spray/drip emitters. • Reposition and/or adjust to eliminate over spray and/or over watering.	
	PRS RS ARS	Are the aesthetic features firmly secured in place?		• Repair and/or replace loose or damaged features.	
	PRS RS ARS	Check for damaged sidewalk, curb, gutter, and catch basin. This includes uplift and settling.		• Remove and replace damaged areas.	

APPENDIX F

Soil Classification Fact Sheets

Soil Map—Sonoma County, California
(7041 Westside Road Healdsburg, CA)

Map Scale: 1:2,130 if printed on A landscape (11" x 8.5") sheet.

Meters: 0, 30, 60, 120, 180

Feet: 0, 100, 200, 400, 600

N

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 10N WGS84

USDA Natural Resources Conservation Service

Web Soil Survey
National Cooperative Soil Survey

Map Unit Legend

Sonoma County, California (CA097)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
ShE	Sobrante loam, 15 to 30 percent slopes	7.1	80.3%
YmB	Yolo sandy loam, overwash, 0 to 5 percent slopes	1.7	19.7%
Totals for Area of Interest		**8.8**	**100.0%**

TABLE 7.--ESTIMATED ENGINEERING

Soil series and map symbols	Suitability as source of--		Soil features affecting--
	Topsoil	Road fill	Road location
Sites: SfE, SfF----------	Poor: mostly clay over sandstone.	Fair to poor: A-4, A-6, or A-7.	3 to 5 feet or more deep to rock; 5 to 50 percent slopes; moderate shrink-swell potential.
Sobrante: ShE, ShF, ShG----	Fair to depth of 20 inches: mostly clay loam.	Poor: A-6----------	1½ to 3½ feet deep to rock; 15 to 75 percent slopes.
Spreckels: SkC, SkD, SkE, SkE2, SkF.	Good to fair to depth of 18 inches: loam and clay loam. Poor below 18 inches: clay.	Poor: A-6 or A-7---------	2 to 5 feet deep to rock; 2 to 50 percent slopes; high shrink-swell potential.
Steinbeck: SnC, SnD, SnD2, SnE, SnE2, SnF, SnF2.	Good to depth of 35 inches: loam. Fair below 35 inches: clay loam.	Poor: A-6----------	1½ to 5 feet or more deep to rock; 2 to 50 percent slopes.
*Stonyford: SoF, SoG, SrG--- (For properties of the Boomer soil in unit SrG, see the Boomer series in this table.)	Poor to depth of 19 inches: mostly very gravelly clay loam.	Fair to poor: A-4 or A-6.	1 to 2 feet deep to rock; 30 to 75 percent slopes.
Supan: SsG----------	Mostly fair to depth of 39 inches: clay loam.	Poor: A-6----------	2½ to 4½ feet deep to rock; 30 to 75 percent slopes; moderate shrink-swell potential.

INTERPRETATIONS OF THE SOILS--Continued

Soil features affecting--Continued				Soil limitations for septic tank filter fields	Hydrologic soil group
Water retention		Agricultural drainage	Irrigation		
Embankments	Reservoir area				
Fair to poor strength; medium compressibility; fair to poor resistance to piping.	Moderately slow permeability; 5 to 50 percent slopes; 3 to 5 feet or more deep to rock.	Moderately slow permeability; 3 to 5 feet or more deep to rock.	Moderate to high available water capacity; slow intake rate; 5 to 50 percent slopes; 3 to 5 feet or more deep to rock.	Severe: moderately slow permeability; 5 to 50 percent slopes; 3 to 5 feet or more deep to rock.	B
Fair to poor strength; medium compressibility; poor to good resistance to piping.	Moderate permeability; 15 to 75 percent slopes; 1½ to 3½ feet deep to rock.	Drainage not needed.	Low to moderate available water capacity; moderate intake rate; 15 to 75 percent slopes; 1½ to 3½ feet deep to rock.	Severe: 15 to 75 percent slopes; 1½ to 3½ feet deep to rock.	C
Fair to poor strength; medium compressibility; fair to good resistance to piping.	Slow permeability; 2 to 50 percent slopes; 2 to 5 feet deep to rock.	Slow permeability; 2 to 5 feet deep to rock.	Low to moderate available water capacity; moderate intake rate; 2 to 50 percent slopes; 2 to 5 feet deep to rock.	Severe: slow permeability; most slopes are 9 to 50 percent; 2 to 5 feet deep to rock.	C
Fair to poor strength; medium compressibility; good resistance to piping.	Moderate permeability; 2 to 50 percent slopes; 1½ to 5 feet or more deep to rock.	Drainage not needed.	Moderate to low available water capacity; moderate intake rate; 2 to 50 percent slopes; 1½ to 5 feet or more deep to rock.	Moderate to severe: moderate permeability; 2 to 50 percent slopes; 1½ to 5 feet or more deep to rock.	B
Fair strength; medium compressibility; poor to good resistance to piping.	Moderate permeability; 30 to 75 percent slopes; 1 to 2 feet deep to rock.	Drainage not needed.	Low available water capacity; moderately rapid intake rate; 30 to 75 percent slopes; 1 to 2 feet deep to rock.	Severe: 30 to 75 percent slopes; 1 to 2 feet deep to rock.	D
Fair to poor strength; medium compressibility; good resistance to piping.	Moderately slow permeability; 30 to 75 percent slopes; 2½ to 4½ feet deep to rock.	Drainage not needed.	Moderate available water capacity; moderate intake rate; 30 to 75 percent slopes; 2½ to 4½ feet deep to rock.	Severe: moderately slow permeability; 30 to 75 percent slopes; 2½ to 4½ feet deep to rock.	C

TABLE 7.--ESTIMATED ENGINEERING

Soil series and map symbols	Suitability as source of--		Soil features affecting--
	Topsoil	Road fill	Road location
*Suther: StE, StE2, StF, SuF, SuG. (For properties of Laughlin soils in units SuF and SuG, see Laughlin series in this table.)	Fair to depth of 14 inches: clay loam. Poor below 14 inches: gravelly clay.	Poor: A-6 or A-7-------	1½ to 3½ feet deep to rock; 15 to 75 percent slopes; high shrink-swell potential.
Toomes: ToE, Tog----------	Fair to depth of 13 inches: clay loam.	Poor: A-6----------	½ to 1½ feet deep to rock; 2 to 75 percent slopes; rocky.
Tuscan: TuC, TuE----------	Poor: cobbly clay loam and very gravelly clay.	Good to poor: A-2, A-4, and A-6.	1 to 2 feet deep to hardpan; 0 to 30 percent slopes; cobbly.
Wright: WgC, WhA, WmB, WoA.	Good to depth of 25 inches: loam. Poor below 25 inches: clay.	Fair to depth of 25 inches: A-4. Poor below 25 inches: A-7.	2 to 3 feet deep to water table; 0 to 9 percent slopes; high shrink-swell potential.
Yolo: YlA, YmB, YnA, YoB, YrB, YsA, YtA.	Good for YnA, YrB, YsA: loam and silt loam. Fair to depth of 15 inches: sandy loam, gravelly loam, and clay loam. Good below 15 inches: loam.	Fair to poor: A-4 to A-6.	Most features favorable--
*Yorkville: YuE, YuF, YvF, YwF, YwG. (For properties of Laughlin soils in unit YvF and Suther soils in units YwF and YwG, see their respective series.)	Fair to depth of 19 inches: clay loam. Poor below 19 inches: clay.	Poor: A-6 or A-7-------	2 to 5 feet deep to rock; 5 to 75 percent slopes; high shrink-swell potential.
Zamora: ZaA, ZaB----------	Fair to depth of 55 inches: clay loam. Poor below 55 inches: gravelly clay.	Fair to poor: A-4 or A-6.	High shrink-swell potential below depth of 55 inches.

INTERPRETATIONS OF THE SOILS--Continued

Soil features affecting--Continued				Soil limitations for septic tank filter fields	Hydrologic soil group
Water retention		Agricultural drainage	Irrigation		
Embankments	Reservoir area				
Fair to poor strength; medium compressibility; good resistance to piping.	Slow permeability; 15 to 75 percent slopes; 1½ to 3½ feet deep to rock.	Drainage not needed.	Low to moderate available water capacity; moderate intake rate; 15 to 75 percent slopes; 1½ to 3½ feet deep to rock.	Severe: slow permeability; 15 to 75 percent slopes; 1½ to 3½ feet to rock.	C
Fair to poor strength; medium compressibility; fair to poor resistance to piping.	Moderate permeability; 2 to 75 percent slopes; ½ to 1½ feet deep to rock.	Drainage not needed.	Low available water capacity; moderate intake rate; 2 to 75 percent slopes; ½ to 1½ feet deep to rock.	Severe: ½ to 1½ feet deep to rock; most slopes are 9 to 75 percent.	D
Fair strength; medium compressibility; good resistance to piping.	Very slow permeability; 0 to 30 percent slopes; 1 to 2 feet deep to hardpan.	Very slow permeability; 1 to 2 feet deep to hardpan.	Low available water capacity; slow intake rate; 0 to 30 percent slopes; 1 to 2 feet deep to hardpan.	Severe: very slow permeability; 1 to 2 feet deep to hardpan.	D
Fair to poor strength; medium compressibility; fair to good resistance to piping.	Very slow permeability; 0 to 9 percent slopes; 2 to 3 feet deep to water table.	Very slow permeability; 2 to 3 feet deep to water table.	Low to moderate available water capacity; moderate intake rate; 0 to 9 percent slopes; 2 to 3 feet deep to water table.	Severe: very slow permeability; 2 to 3 feet deep to water table.	C
Fair to poor strength; medium compressibility; poor to good resistance to piping.	Moderate permeability; 0 to 5 percent slopes.	Drainage not needed.	High available water capacity; moderate intake rate; 0 to 5 percent slopes.	Moderate: moderate permeability. Severe for YmB, YoB: subject to flooding.	B
Fair to poor strength; medium to high compressibility; good resistance to piping.	Very slow permeability; 5 to 75 percent slopes; 2 to 5 feet deep to rock.	Very slow permeability; 5 to 75 percent slopes; 2 to 5 feet deep to rock.	Moderate to high available water capacity; slow intake rate; 5 to 75 percent slopes; 2 to 5 feet deep to rock.	Severe: very slow permeability; most slopes are 9 to 75 percent; 2 to 5 feet deep to rock.	D
Fair to poor strength; medium compressibility; fair to good resistance to piping.	Moderately slow permeability; 0 to 5 percent slopes.	Drainage not needed.	High available water capacity; slow intake rate; 0 to 5 percent slopes.	Severe: moderately slow permeability.	B

APPENDIX G

Determination Worksheet

Standard Urban Storm Water Mitigation Plan Questionnaire

NPD-004

PURPOSE: Storm water is the largest source of pollution in creeks and rivers. Projects are required to prevent storm water pollution and clean storm water before it leave a project site. This form is used to determine if a project is subject to special regulation on storm water.

Applicant: ☒ Owner ☐ Engineer ☐ Architect
☐ Landscape Architect ☐ Contractor ☐ Developer

Ramey Vineyards, LLC	
Name	
P. O. Box 788	
Mailing Address	
Healdsburg, CA 95448	
City/Town	State/Zip
(707) 433-0870	(707) 433-6311
Phone	Fax

Project Site Information:

7091 Westside Road
Street Address
Healdsburg
City/Town
110-240-031 & 040
Assessor's Parcel Number
Permit Number(s)

QUESTIONNAIRE:

To determine if a project is subject to the requirements of SUSMP, please answer the following questions. If you are unable to answer any questions or if you checked unknown, you may consult a PRMD National Pollutant Discharge Elimination System (NPDES) staff member, or your design professional.

☒ Yes ☐ No ☐ Unknown 1. Is the project within either of the two NPDES boundaries? Check the box below for either the North Coast Regional Water Quality Control Board or the San Francisco Bay Regional Water Quality Control Board. See attached map.

☒ North Coast ☐ San Francisco Bay

☒ Yes ☐ No ☐ Unknown 2. Does the project create one (1) acre (43,560 square feet) or more of new impervious surface or is it directly adjacent to a waterway or does it require a new storm drain outfall?

☒ Yes ☐ No ☐ Unknown 3. Does the project require a discretionary permit or any ministerial permit(s) related to a discretionary permit (e.g. a grading or building permit for a project subject to a use permit or other discretionary land use approval)?

ACKNOWLEDGMENT:

I, as the applicant, understand that a Yes answer to **all** of the above questions means the project is a SUSMP applicable project subject to the requirements of SUSMP guidelines. Any unknown responses must be resolved to determine if the project is subject to SUSMP requirements. The applicant must complete the Preliminary Storm Water Mitigation Plan Worksheet (NPD-005) for all applicable SUSMP projects.

David Ramey
Signature

JAN. 15, 2014
Date

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue ❖ Santa Rosa, CA ❖ 95403-2829 ❖ (707) 565-1900 ❖ Fax (707) 565-1103

Preliminary Storm Water Mitigation Plan Worksheet

NPD-005

PURPOSE: This form is used to provide information about Standard Urban Storm Water Mitigation Plan (SUSMP) applicable projects. Two (2) copies of this form must be submitted with two (2) copies of the Preliminary Storm Water Mitigation Plan as part of the planning permit application.

Applicant: ☑ Owner ☐ Engineer ☐ Architect
☐ Landscape Architect ☐ Contractor ☐ Developer

Ramey Vineyards, LLC
Name

P. O. Box 788
Mailing Address

Healdsburg **CA 95448**
City/Town State/Zip

(707) 433-0870 **(707) 433-6311**
Phone Fax

Signature Date

Project Site Information:

7077 Westside Road
Street Address

Healdsburg, CA
City/Town

110-240-031 & 040
Assessor's Parcel Number

N/A
Permit Number(s)

Type of Application:
☐ Subdivision ☐ Grading Permit ☐ Building Permit
☐ Use Permit ☑ Design Review ☐ Other

I. SUSMP Project Description Worksheet

This worksheet provides fundamental information about the project. The information will be used in understanding the extent of the project and reviewing the project.

1. Total Lot or Parcel area: **3,244,467** square feet or **74.48** acres.

2. Existing land use(s):
☑ Commercial ☐ Industrial ☐ Residential ☐ Public ☑ Agricultural ☐ Vacant
Please describe: (number of buildings, use of buildings)

There are approximately 6 existing buildings that are used for Agricultural and light Commercial use.

3. Proposed land use(s): ☑ Commercial ☐ Industrial ☐ Residential ☐ Public ☐ Other
Please describe: (number of buildings, use of buildings)

Two of the existing buildings will be demolished, the site will be used as a tasting room and winery production building with wine caves.

4. Does the project include any of the following? (check all that apply):
☐ Vehicle cleaning for fleets or commercial facilities
☐ Vehicle cleaning for multifamily residential developments
☐ Vehicle repair/maintenance
☐ Outdoor process activities (examples of businesses that have outdoor process activities include machine shops, auto repair shops, and industries that have pretreatment facilities)
☐ Fuel dispensing areas
☑ Food service
☐ Refuse disposal areas

5. Describe / name any water body(ies) that will receive storm water flows from the project (Include both the immediate receiving water body, and water bodies further downstream):

Russian River is approximately 800 feet from the nearest point of improvements. It will indirectly receive stormwater that has sheet flowed through adjacent vineyards.

6. Are any hydrologic features on or directly adjacent to project site? (Examples of hydrologic features include wetlands, seeps, springs, natural waterways, modified natural waterways, constructed channels.)
☐ No ☑ Yes (If yes, describe / name):

There is an existing roadside swale along Westside Road, also on-site is an existing pond. A cutoff swale is proposed upslope of the proposed Winery Building

7. Will a new storm drain outfall be constructed as part of the project?
☐ No ☑ Yes (If yes, describe / name):

A new stormdrain outfall is proposed upslope of the existing pond, there is a stormdrain that will be extended in the area of the Tasting Room improvements.

8. Identify natural features located on site (check all that apply and indicate existing and proposed square footage)

Natural Feature	Existing Size	Proposed Size	Size Change
	Choose: ❑ Square Feet ☑ Acres		Indicate decrease with -symbol
❑ Riparian area[1]			0.00
❑ Wetland			0.00
☑ Steep slopes (10% or greater)	3.40	3.40	0.00
☑ Areas of native vegetation	9.01	7.33	-1.67
☑ Areas containing tree canopy	2.46	2.17	-0.29
❑ Other:			0.00

9. Attach the project site plan to this completed Project Description Worksheet. At a minimum, site plans must include: (see form CSS-019)
   a. Date, scale, legend and north arrow
   b. Lot lines
   c. Locations of existing buildings, structures and impervious surfaces
   d. Proposed buildings, structures, impervious surfaces and storm water
   e. Best Management Practices (BMPs) device or structures
   f. Existing contours and proposed grades
   g. Locations of existing and proposed natural features (as identified in item 8)
   h. Locations of proposed landscaping
   i. Locations of proposed activities of concern (as identified in item 4)

II. SUSMP Impervious Surface Worksheet

Complete at the planning permit application stage. Project phasing to decrease impervious surface area shall not exempt the project from SUSMP requirements. Incorrect impervious area calculations may delay processing of your project application(s) and/or permit(s).

Type of Impervious Surface Impervious surfaces are all areas where improvements result in a ground surface that significantly limits natural percolation rates including, but not limited to, asphalt, cement, pavers, buildings, and plastic liners	Pre-Project Impervious Surface	Project Impervious Surface		Total of New and Reconstructed Impervious Surface
		New	Reconstructed	
	Choose: ❑ Square Feet ☑ Acres			
Main building footprint, including attached garage		0.46		0.46
Detached garage, carport, shed, other misc. structures	0.30	0.25		0.25
Patio, impervious decking, pavers and impervious liners	0.35			0.00
Impervious driveway, parking lot		1.29		1.29
Streets, roads, sidewalks and other defined walkways				0.00
Off-site impervious improvements	Not Applicable			0.00
Total impervious surface in square feet	0.65	2.00	0.00	2.00

Check box if the total of new impervious surface plus any reconstructed impervious surface is greater than or equal to: ☑ One (1) acre (43,560 square feet).

If the total of new impervious surface plus any reconstructed impervious surface is greater than or equal to one (1) acre (43,560 square feet), a Storm Water Mitigation Plan is required.

[1] Riparian area means the streambank and floodplain between a stream (or other body of water) and the adjacent upland area.

III. SUSMP Proximity to Waterway(s) Worksheet

Complete at the planning permit application stage for all projects that require a discretionary permit, including any ministerial permits that are based on the discretionary permit, and that are directly adjacent[2] to a natural waterway[3], modified natural waterway[4], or constructed channel[5]. Incorrect information regarding a waterway or channel may delay your project application(s) and/or permit(s).

Method for determining proximity (check all that apply):

- ☐ Conducted site visit
- ☑ USGS map name **20E**
- ☐ Consulted agency personnel (name and agency) _____

Type of Waterway	Name of Waterway or other Identifier	Directly adjacent to project?
Natural waterway	**Russian River**	☐ Yes ☑ No
Modified natural waterway		☐ Yes ☐ No
Constructed channel		☐ Yes ☐ No

IV. SUSMP Pollutants of Concern Worksheet

This worksheet is used to identify potential pollutants of concern associated with land use and to propose Best Management Practices (BMPs) to reduce pollution of storm water. BMP means a device or program that improves storm water quality. BMPs that prevent storm water from becoming polluted are called source controls. BMPs that remove pollutants from storm water are called treatment controls.

Identify the proposed source and treatment controls intended to reduce pollutants to the maximum extent practicable. Alternatively, explain why the pollutant is not anticipated to be generated by the proposed project.

Check a box to indicate proposed land use.

Land Use	Potential Pollutants of Concern	Proposed BMPs
☐ Lawns, Landscaping and Parks	Sediment (coarse and fine), Nutrients (dissolved and particulate), Pesticide, Pathogens, Trash and Debris	
☑ Parking lot(s), Driveways	Sediment (fine), Metals (dissolved and particulate), Total Petroleum Hydrocarbons (TPH), Trash	**Vegetated Buffer Area**
☐ Road Improvements (e.g. left turn lane)	Sediment (coarse and fine), Metals (dissolved and particulate), TPH, Polynuclear Aromatic Hydrocarbons (PAHs), Trash and Debris	
☑ Commercial (e.g. wineries, office buildings)	Sediment (coarse and fine), Nutrients (dissolved and particulate), Pesticides	**Vegetated Buffer Area**
☐ Food-related Commercial (restaurants)	Pathogens, Oil and Grease, Trash	
☐ Animal-related Commercial (e.g. dog grooming, horse stables)	Pathogens	
☐ Auto-related Commercial (repair shops, dealerships)	Metals (dissolved and particulate), TPH, PAHs, Surfactants	
☐ Industrial (e.g. metal processing, manufacturing facilities)	Sediment (coarse and fine), Metals (dissolved and particulate), TPH, PAHs, Polychlorinated Biphenyls (PCBs), Ph, Surfactants	

I declare that to the best of my knowledge, the information presented herein is accurate and complete.

David Ramey
Signature

JAN. 14 2014
Date

[2] "Directly Adjacent" (County of Sonoma) means within a parcel of land that includes or is contiguous with a Natural Waterway, Modified Natural Waterway, or Constructed Channel; and some portion of the proposed development on said parcel must be within 100 feet of the top of bank, and drainage from the proposed development must flow towards and enter a waterway or channel.

[3] "Natural Waterway" means any natural stream of water flowing in a definite course or channel and possessing a bed and banks. It is not necessary that the flow of water be continuous throughout the year. Natural waterways do not include artificially created channels for storm waters, such as street gutters, roadside ditches, and drainage facilities installed in connection with the development of property.

[4] "Modified Natural Waterway" means any natural waterway that has been modified while retaining significant riparian vegetation, fish, wildlife habitat, and/or scenic values. Modified natural waterways do not include artificially created channels for storm waters, such as street gutters, roadside ditches, and drainage facilities installed in connection with the development of property.

[5] "Constructed Channel" means all waterways that are not in closed conduits and do not meet the definition of a "Natural Waterway" or "Modified Natural Waterway". Constructed Channels also include landscaped constructed waterways. Constructed Channels do not include street gutters, roadside ditches, and drainage facilities installed in connection with the development of property.

Adobe
Associates, Inc.
Civil Engineering,
Land Surveying &
Land Development
Services

December 30, 2015

County of Sonoma
Permit and Resource Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403

Att: Becky VerMeer

Site Address: 7097 Westside Road, APN 110-240-031 and 040

Job Number: 13077

Dear Becky:

This letter is to transmit projected water use for the proposed Ramey Winery application, UPE14-0008. The proposed winery includes a production facility for 60,000 cases of wine, tasting rooms, marketing accommodations, and twenty two agricultural promotional events. The landscape architect has provided projections for water use associated with the proposed landscape and water demand for irrigation and frost protection for the vineyards.

Total annual water demand for the project is estimated to be 5,445,272 gallons or 16.7 acre-feet. The winery production wastewater will be recycled for irrigation purposes so the annual demand on the water wells would be reduced to 4,581,272 gallons or 14.06 acre-feet.

Please let us know if you have any questions regarding this information.

Signed:

Steven R. Brown, RCE 43825
my license expires 6/30/17

1220
North Dutton Ave.
Santa Rosa,
California
95401
707 541 2300
707 541 2301 - Fax
www.adobeinc.com

Ramey Winery Water Flow Calculations

Winery Production:

Annual water use:
60,000 case production x 2.4 gallons per case x 6 gal water use / gal wine = 864,000 gal

Peak daily use during crush:
60,000 x 2.4 x 1.5 / 60 day crush period = 3,600 gpd

Domestic Water:

Employees:

15 full time employees x 15 gal/day	= 225 gallons per day x 250 days/yr	= 56,250 gal
3 part time employees x 15 gal/day	= 45 gallon per day x 150 days/yr	= 6,750 gal
6 seasonal employees x 15 gal/day	= 90 gallons per day x 40 days/yr	= 3,600 gal

Tasting Room Visitors:

75 peak, 25 average; 25 x 2.5 gal x 365	= 22,813 gal

Event Visitors:

Industry Wide 2 days x 300 visitors x 2.4 gal	= 1,500 gal
2 events of 300 visitors x 2.5 gal	= 1,500 gal
5 events of 120 visitors x 2.5 gal	= 1,500 gal
5 events of 60 visitors x 5 gal	= 1,500 gal
10 winemaker lunch or dinner of 30 visitors x 10 (incl kitchen)	= 3,000 gal

Marketing Accommodations:

2 rooms x 120 gal/rm x 24 days/yr	= 5,760 gal

Total Domestic Water Demand: = 104,083 gal

TABLE III-B

WINERY WASTE - SUBSURFACE WASTE DISPOSAL SYSTEM DESIGN CRITERIA

This table describes design criteria for small to medium size wineries that will be using subsurface disposal for their liquid winery wastes. Other criteria must be used for the disposal of domestic liquid wastes at a winery. Large wineries (i.e. annual production of more than 100,000 gallons of wine) may also have different design criteria. Special equipment may alter flows but reductions must be completely documented with manufacturer's literature and other reference works.

DESIGN FLOWS

The normally accepted dosing flows are as follows:

1 case of wine = 2.4 gallons
1 ton of grapes = 175 gallons of wine
Peak wastewater flow = 1.5 gallons for each gallon of wine production
Length of crush season varies by winery production - see formulas below

The following formulas are used to calculate winery wastewater flows

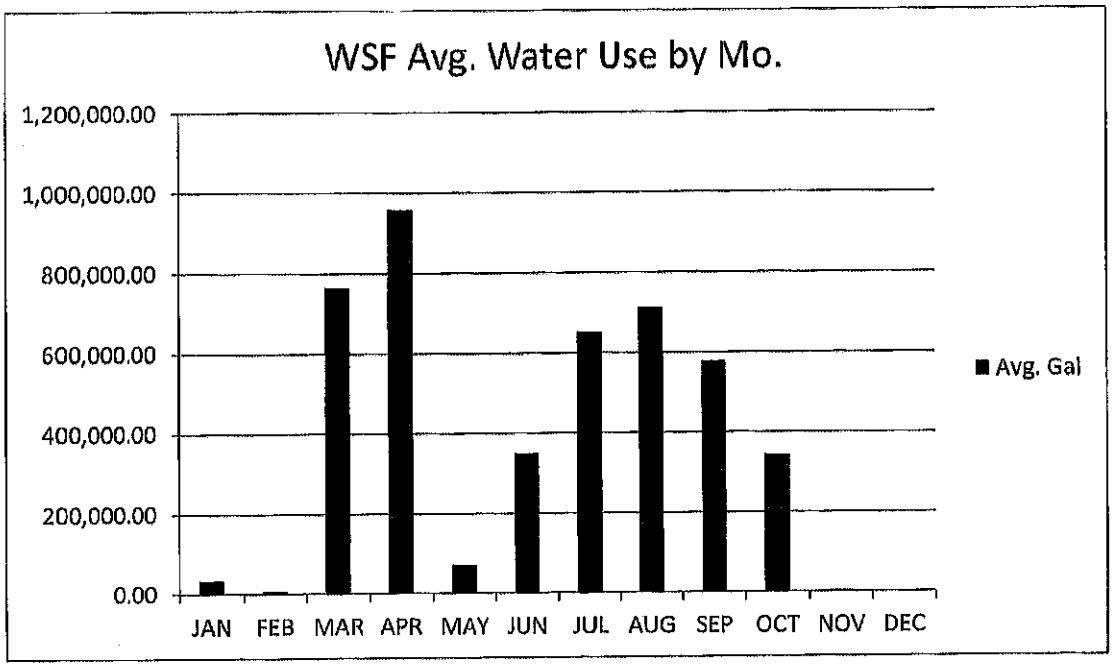
WINERY SIZE	FORMULA
Up to 20,000 gallons per year	$\frac{\text{Annual production (gal) X 1.5}}{\text{30 day harvest period}}$
20,000 to 50,000 gallons per year	$\frac{\text{Annual production (gal) X 1.5}}{\text{45 day harvest period}}$
50,000 and above	$\frac{\text{Annual production (gal) X 1.5}}{\text{60 day harvest period}}$

While many facilities may vary considerably from these figures due to various production methods or technologies, these formulas have been found to be a workable tool for design purposes. The formulas may be used for conventional systems as well as nonstandard systems.

WSF Average Water Use by Month and Use Type

	Irrigation[1]	Frost Protection[2]	Landscaping[3]	Combined Total
JAN	31,419.7	0	1,637	33,056.7
FEB	5,683.3	0	1,637	7,320.3
MAR	0	759,935.3	4,236	764,171.3
APR	76,282.9	878,602.5	4,236	959,121.4
MAY	67,254.8	0	4,236	71,490.8
JUN	343,580.2	0	7,512	351,092.2
JUL	643,733.8	0	7,512	651,245.8
AUG	703,872.2	0	7,512	711,384.2
SEP	573,538	0	4,236	577,774
OCT	340,423.3	0	4,236	344,659.3
NOV	0	0	4,236	4,236
DEC	0	0	1,637	1,637
TOTAL	2,785,788.2	1,638,537.8	52,863	4,477,189

[1] From 2013-2015 data
[2] From 2012-2015 data
[3] From estimate by month



Based on data from 2012-2015 frost protection, 2013-2015 vine irrigation and estimated yearly landscaping irrigation

WSF Chardonnay Irrigation

	2013	2014	2015	AVG.
JAN		46,724		15,574.7
FEB				
MAR				
APR	141,991			47,330.3
MAY			105,584.5	35,194.8
JUN		140,172	641,399	260,523.7
JUL	79,160	488,365	667,774.5	411,766.5
AUG	194,342	253,893	681,468	376,567.7
SEP	46,724	145,386	405,239	199,116.3
OCT	23,362	167,394	70,086	86,947.3
NOV				
DEC				
TOTAL	485,579	1,241,934	2,571,551	1,433,021.3

WSF Chardonnay Frost Protection

	2012	2013	2014	2015	AVG.
FEB					0
MAR	1,651,650		7,500	1,025,310	671,115
APR	1,780,350			278,850	514,800
MAY					0
TOTAL	3,432,000	0	7,500	1,304,160	1,185,915

West Pin (Pinot Noir) Irrigation

	2013	2014	2015	AVG.
JAN		47,535		15,845
FEB		17,050		5,683.3
MAR				0
APR	70,073.75		16,784	28,952.6
MAY	96,180			32,060
JUN	38,813	139,604.5	70,752	83,056.5
JUL	140,280	157,742	397,880	231,967.3
AUG	277,762.5	476,877	227,274	327,304.5
SEP	151,011	515,918	456,336	374,421.7
OCT	313,731	142,473	304,224	253,476
NOV				
DEC				
TOTAL	1,087,851.25	1,497,199.5	1,473,250	1,352,766.9

West Pin (Pinot Noir) Frost Protection

	2012	2013	2014	2015	AVG.
FEB					0
MAR	150,765	60,306	144,210		88,820.25
APR	1,147,125			308,085	363,802.5
MAY					0
TOTAL	1,297,890	60,306	144,210	308,085	452,622.75

Ramey Winery Landscape

Irrigation needs

The attached chart addresses the irrigation needs for each variety of plant specified on the plans.

The estimate is based on established plants.

These numbers are an estimate formulated from the WUCOL's list, and takes into account the evaporation/transpiration rates for Healdsburg.

There are many variables which could alter the water needs;

- Weather (rain, heat, winds)
- Soil structure & amendments
- Thickness of mulch
- Gopher activity
- Size of initial plant
- Time of year planted

These plants are all considered drought tolerant (once established) and will be irrigated on a drip system.

Ramey Winery														
Irrigation Monthly/Yearly Totals														
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	totals
Abelia gr 'Kaleidoscope'	x 21	84	84	252	252	252	504	504	504	252	252	252	84	**3276**
Arbutus 'Ocktoberfest'	x 10	40	40	80	80	80	160	160	160	80	80	80	40	**1080**
Arctostaphylos 'Louis Edmunds'	x27	108	108	216	216	216	432	432	432	216	216	216	108	**2916**
Arctostaphylos 'Sunset'	x 11	44	44	88	88	88	176	176	176	88	88	88	44	**1188**
Carex 'Capaccino'	x 26	104	104	312	312	312	624	624	624	312	312	312	104	**4056**
Carex testacea	x 12	48	48	144	144	144	288	288	288	144	144	144	48	**1872**
Festuca californica	x 18	72	72	216	216	216	432	432	432	216	216	216	72	**2808**
Fig "Mission"	x 1	4	4	12	12	12	12	12	12	12	12	12	4	**120**
Malus varieties	x 40	160	160	640	640	640	640	640	640	640	640	640	160	**6240**
Miscanthus trans.	X 35	140	140	420	420	420	840	840	840	420	420	420	140	**5460**
Olea europa	x 3	12	12	24	24	24	48	48	48	24	24	24	12	**324**
Pennisetum spathiolatum	x 48	192	192	576	576	576	1152	1152	1152	576	576	576	192	**7488**
Rhamnus 'Mound San Bruno'	x 5	20	20	40	40	40	80	80	80	40	40	40	20	**540**
Rosemary	x 65	260	260	260	260	260	260	260	260	260	260	260	260	**3120**
Seslaria autumnalis	x 50	200	200	600	600	600	1200	1200	1200	600	600	600	200	**7800**
Seslaria caerula	x 24	96	96	288	288	288	576	576	576	288	288	288	96	**3744**
Vitis cal 'Rogers Red'	x 12	48	48	48	48	48	48	48	48	48	48	48	48	**576**
Yucca 'Color Guard'	x 5	5	5	20	20	20	40	40	40	20	20	20	5	**255**
														total
Monthly Totals		**1637**	**1637**	**4236**	**4236**	**4236**	**7512**	**7512**	**7512**	**4236**	**4236**	**4236**	**1637**	**52863**

April 21, 2017

Mr. David Ramey
Ramey Vineyards LLC
P.O. Box 788
Healdsburg, CA 95448

Addendum to the Traffic Study for the Ramey Winery Project

Dear Mr. Ramey;

The collision analysis prepared in 2016 for the Ramey Winery Project and included in the "Traffic Study for the Ramey Winery Project" dated March 10, 2016, was updated to reflect more current data. It is noted that although the study was finalized in 2016, at the time the analysis was originally prepared in late 2013, the most current data available was for the period of July 1, 2006 through June 30, 2011. Further, the California Highway Patrol has improved their system so that crash data is generally available within just a few months, so this update reflects much more recent data.

Collision History

The collision history for the study area was updated to reflect the collision history for January 1, 2012, through December 31, 2016. Records available from the California Highway Patrol, as published in their Statewide Integrated Traffic Records System (SWITRS), indicate that there were two collisions on the study segment during the most recent five-year period for which data is available.

The segment of Westside Road within a half-mile of the project site had a calculated collision rate of 1.10 collisions per million vehicle miles (c/mvm). This was compared to the average collision rate for similar segments statewide, as indicated in *2013 Collision Data on California State Highways*, California Department of Transportation, which is 1.58 c/mvm. Since the collision rate was determined to be below average, and there were only two crashes reported during this time period, the segment appears to be operating within expected safety parameters. A copy of the collision rate calculations is enclosed.

Feel free to contact me if you have any questions or comments. Thank you for allowing us to provide these services.

Sincerely,

Dalene J. Whitlock, PE, PTOE
Principal

DJW/djw/SOX472.L3

Enclosure: Segment Collision Rate Calculation

SEGMENT COLLISION RATE CALCULATIONS

County of Sonoma

Location: Westside Road

Date of Count: Tuesday, July 16, 2013
ADT: 1,000

Number of Collisions: 2
Number of Injuries: 0
Number of Fatalities: 0
Start Date: January 1, 2012
End Date: December 31, 2016
Number of Years: 5

Highway Type: Conventional 2 lanes or less
Area: Rural
Design Speed: <=55
Terrain: Rolling/Mountain

Segment Length: 1.0 miles
Direction: North/South

$$\frac{\text{Number of Collisions} \times 1 \text{ Million}}{\text{ADT} \times 365 \text{ Days per Year} \times \text{Segment Length} \times \text{Number of Years}}$$

$$\frac{2 \times 1{,}000{,}000}{1{,}000 \times 365 \times 1 \times 5}$$

	Collision Rate		Fatality Rate	Injury Rate
Study Segment	**1.10**	**c/mvm**	**0.0%**	**0.0%**
Statewide Average*	**1.58**	**c/mvm**	**2.4%**	**43.6%**

ADT = average daily traffic volume
c/mvm = collisions per million vehicle miles
* 2009 Collision Data on California State Highways, Caltrans

March 10, 2016

Mr. David Ramey
Ramey Vineyards LLC
P.O. Box 788
Healdsburg, CA 95448

Traffic Study for the Ramey Winery Project

Dear Mr. Ramey;

W-Trans has completed a focused traffic analysis addressing potential traffic impacts associated with a proposed winery project at 7097 Westside Road outside Healdsburg in the County of Sonoma. The project as proposed would include production of 60,000 cases of wine, a tasting room, retail sales and up to 24 agriculture promotion events annually. The site was previously occupied by Westside Farms.

Existing Conditions

The study area consisted of the section of Westside Road providing access to the project site. Westside Road is a two-lane rural roadway with a paved width of approximately 25 to 26 feet in the vicinity of the project site. It is marked with a double yellow centerline, and there is not a posted speed limit, though the curvilinear alignment keeps speeds lower than the *prima facie* 55 mph speed limit that would apply in the absence of a lower limit established by the County of Sonoma, though a speed survey performed at the driveway indicates that in the vicinity of the project site drivers are generally traveling about 30 to 35 mph. The current volume on Westside Road is about 3,000 ADT near Felta Road based on counts performed by the County in August 2012, but drops to about 1,050 vehicles per day near the project site based on counts obtained on July 16, 2013 specifically for this analysis. A count performed by the County in late July 2015 indicates that volumes have dropped 12 to 15 percent since 2012, though the higher 2012 volumes were used for analysis purposes. A copy of the traffic count taken near the site driveway is enclosed for reference along with the summary sheets of the County's counts.

Collision History

The collision history for the study area was reviewed to determine any trends or patterns that may indicate a safety issue. Collision rates were calculated based on records available from the California Highway Patrol as published in their Statewide Integrated Traffic Records System (SWITRS) reports. The most current five-year period available is July 1, 2006 through June 30, 2011.

One collision was reported on Westside Road during the study period within a half-mile of the project site. This translates to a calculated collision rate of 0.55 collisions per million vehicle miles (c/mvm). This was compared to the average collision rate for similar segments statewide, as indicated in *2009 Collision Data on California State Highways*, California Department of Transportation, which is 1.58 c/mvm. Since the collision rate was determined to be below average, and there was only one crash reported during this time period, the segment appears to be operating within expected safety parameters. A copy of the collision rate calculations is enclosed.

Roadway Segment Analysis

Level of Service Methodology

The roadway segment Level of Service methodology found in Chapter 15, "Two-Lane Highways," of the *Highway Capacity Manual* is the basis of the automobile LOS analysis. The methodology considers traffic volumes, terrain, roadway cross-section, the proportion of heavy vehicles, and the availability of passing zones. The LOS criteria for two-lane highways differs depending on whether the highway is considered "Class I", "Class II", or "Class III". Class I highways are typically long-distance routes connecting major traffic generators or national highway networks where motorists expect to travel at high speeds. Motorists do not necessarily expect to travel at high speeds on Class II

highways, which often function as scenic or recreational routes and typically serve shorter trips. Class III highways may be portions of Class I or Class II highways that pass through towns and communities and have a mix of local traffic and through traffic. Westside Road is considered a Class II highway for the purpose of this analysis.

The measure of effectiveness by which Level of Service is determined on Class II highways is percent time spent following (PTSF), or the proportion of time that drivers on the highway are limited in their speed by a driver in front of them. A summary of the PTSF breakpoints is shown in Table 1.

Table 1 – Automobile Level of Service Criteria

LOS	Class II Highways PTSF (%)
A	≤40
B	>40-55
C	>55-70
D	>70-85
E	≤85

Notes: LOS = Level of Service; PTSF = Percent Time Spent Following
Reference: *Highway Capacity Manual*, Transportation Research Board, 2010

The Level of Service Standard for County roadway operations per Policy CT-4.1 is to maintain a Level of Service C.

Existing Roadway Segment Analysis

Under existing p.m. peak hour volumes, Westside Road is operating acceptably at LOS A or B. A summary of the roadway segment level of service calculations is shown in Table 2, and copies of the Level of Service calculations are enclosed.

Table 2 – Existing Peak Hour Roadway Segment Levels of Service

Westside Road	Weekday PM Peak	
	PTSF	LOS
Northbound	54.9	B
Southbound	39.7	A

Notes: PTSF = Percent Time Spent Following; LOS = Level of Service

Cumulative Conditions

Future traffic volumes were developed based on information produced by the County's traffic model, which is maintained by the Sonoma County Transportation Authority. The increment of new traffic projected by comparing the model's 2040 data with the 2010 data indicates only one to four percent growth total over the entire thirty years. Review of historical count data provided by the County shows that volumes increased by less than 2 percent for the nine-year period between 2006 and 2015 and less than 4 percent for the 13 years between 2002 and 2015. Substantial additional growth is not anticipated as there is not much opportunity for further development along the roadway.

Future Roadway Segment Analysis

Under the projected future volumes applied for the analysis, the roadway study segment is expected to continue operating acceptably at LOS C or better in both directions. These results are summarized in Table 3.

Table 3 – Cumulative Peak Hour Roadway Segment Levels of Service		
Westside Road	**Weekday PM Peak**	
	PTSF	**LOS**
Northbound	55.4	C
Southbound	40.2	B

Notes: PTSF = Percent Time Spent Following; LOS = Level of Service

Project Description

The proposed project includes activities spread among a number of buildings located on both sides of Westside Road. The production of wine would take place in buildings on the west side of the roadway, with access via an existing driveway serving a residence at that location. Only activities typically associated with production and sales of wine would occur at the winery and attached caves. Parking for production employees, sales staff, and commercial visitors would be provided at the winery building. The tasting room and spaces for agriculture promotion events would be located on the east side of the road. Parking for tasting room employees and visitors as well as event guests would be provided on the same site.

Trip Generation

For purposes of estimating the number of new trips that proposed projects can be expected to generate, *Trip Generation Manual*, 9th Edition, Institute of Transportation Engineers, 2012, is typically used. Since this publication does not contain information for wineries, Sonoma County's Winery Trip Generation form was used to determine the potential trip generation for the proposed project. A copy of the Winery Trip Generation form for the proposed project is enclosed.

It is anticipated that the proposed new winery including the tasting room would have a total of 15 employees, each generating an average of three trips per day. Truck traffic associated with winery operations is expected to consist of five trips per day, on average. An average of 52 visitors per day is expected for tasting, generating 42 trips daily assuming average vehicle occupancy of 2.5 visitors per vehicle. In order to determine the project trips generated during the p.m. peak hour, it was assumed that one trip would be generated for every employee and ten percent of the daily visitor trips would occur during the p.m. peak hour. For directionality split, two-thirds of the trips were assumed to be outbound since most of the trips would be associated with employees and customers leaving at closure of the winery. Truck trips typically occur during off-peak hours and were therefore not included in the p.m. peak hour. As shown in Table 4, the proposed project is expected to generate an average of 92 vehicle trips per day, including 19 during the p.m. peak hour.

Table 4 – Trip Generation Summary					
Trip Type	**Unit**	**Average Daily Trips**		**PM Peak Trips**	
		Rate	**Trips**	**In**	**Out**
Employees	12	3.0	36	4	8
Tasting Visitors	52	0.8	42	1	3
Tasting Room Employees	3	3.0	9	1	2
Trucks	n/a	n/a	5	n/a	n/a
Total			**92**	**6**	**13**

Trip Distribution

For the purpose of this analysis, it was conservatively assumed that all trips generated by the project would be going to and/or coming from Healdsburg to the North via Westside Road. It is, in fact, expected that trips to the site would be drawn fairly evenly from the north and south for daily operation, resulting in half as many trips being added as were assumed for analysis purposes.

Roadway Segment Operation

Existing plus Project

Under Existing plus Project volumes the study roadway is expected to operate acceptably in both directions. These results are summarized in Table 5.

Table 5– Existing plus Project Peak Hour Roadway Segment Levels of Service

Westside Road	Weekday PM Peak	
	PTSF	LOS
Northbound	56.4	C
Southbound	41.0	B

Notes: PTSF = Percent Time Spent Following; LOS = Level of Service

Cumulative plus Project

With project-generated traffic added to the anticipated Future volumes under the conservative assumption that all trips would come from the same direction, the study roadways are expected to continue operating acceptably at the same levels of service as without the project. The Cumulative plus Project operating conditions are summarized in Table 6.

Table 6 – Cumulative plus Project Peak Hour Roadway Segment Levels of Service

Westside Road	Weekday PM Peak	
	PTSF	LOS
Northbound	57.0	C
Southbound	41.3	B

Notes: PTSF = Percent Time Spent Following; LOS = Level of Service

Agriculture Promotional Events

The project application includes provisions for 24 agriculture promotional events per year, including 10 events with 30 persons in attendance, five 60-person catered events, five 120-person events and four 300-person outdoor events, two of which would be industry-wide events. It is assumed that a maximum-sized 300-person event would require a staff of 14. It is understood that the largest site-specific event would be scheduled to ensure that no more than 150 people are on-site at any one time, and attendance of an industry-wide event would be expected to spread out even more, resulting in fewer guests on-site at any given time. Using an occupancy of 2.5 guests per vehicle and solo occupancy for staff, a maximum sized event would be expected to generate 268 trip ends at the driveway, including 134 inbound trips and 134 outbound trips at the driveway, though these trips would be spread out such that no more than 60 trips in either direction would occur during a single hour, with staff arriving before and departing after the guests. The distribution of trips for special events is expected to be weighted more heavily to the south, with 75 percent of trips coming from/returning to this direction. A copy of the special event form is enclosed.

It should be noted that Westside Farms, the previous use of this site, held a harvest market each fall which included a pumpkin patch, hay rides, and sales of hand-crafted foods and gift items. This event, which lasted for approximately the month of October each year, drew up to 600 persons on a peak day. This prior use generated substantially more event traffic during the month of October than the currently proposed project will generate over the course of an entire year.

Sensitivity Analysis

Using the same roadway segment Level of Service methodology found in the *Highway Capacity Manual*, it was determined that 208 vehicle trips could be added in *each* direction on Westside Road before the northbound direction would experience unacceptable LOS D operation. Using 2.5 guests per vehicle, it is estimated that vehicles carrying more than 500 guests could arrive at winery agricultural promotional events during one hour and another 500 depart from the same or a different winery event, and operation would remain acceptable under the standards established by Sonoma County. This exceeds the size of the largest event proposed at this winery, but even with the 300-person event, and assuming that as many as 150 guests arrive or depart during a single hour from the same direction, the road would retain capacity for other events having a combined total of more than 350 guests.

Given that the site is more quickly accessed from the south for visitors coming from Santa Rosa and points south or from the north for visitors coming from Healdsburg and the surrounding valleys, it appears reasonable to expect that up to 75 percent of event traffic would come from the south. Assuming this split, the largest project event would generate 75 visitors arriving from the north, or 30 vehicles, leaving capacity for the cumulative demand associated with nearly 450 visitors arriving at and departing from other area wineries during the same, single hour. It is again emphasized that all of these trips would need to occur ***during a single hour*** for the cumulative impact to be experienced; if the trips are spread out over more than an hour's time, the cumulative effect is diluted. Based on this review it appears that there is adequate capacity for multiple events to generate trips simultaneously without having a significant negative impact on operation of Westside Road. However, to avoid the potential of multiple large events occurring simultaneously it would be desirable for vintners in the area to coordinate their event schedules, which we understand is being proposed.

Access and Circulation

Field conditions at the site driveway were field evaluated to determine adequacy of sight distance as well as to identify any potential for conflict between the opposing driveways for the winery site and tasting room site. The tasting room driveway is on the easterly side of the roadway, opposite and offset from the winery driveway. Conflicts with traffic to and from the opposing driveways are not expected.

Sight Distance

At driveways a substantially clear line of sight should be maintained between the driver of a vehicle waiting on the driveway and the driver of an approaching vehicle. Adequate time must be provided for the waiting vehicle to either turn left, or right, without requiring the through traffic to radically alter their speed. Sight distances along Westside Road from the existing driveway locations were evaluated based on sight distance criteria contained in *A Policy on Geometric Design on Highways and Streets* published by American Association of State Highway and Transportation Officials (AASHTO). These guidelines are based upon approach travel speeds, and take into account which direction a vehicle would turn onto the major approach, with greater sight distance needed for the more time-consuming task of turning left as compared to turning right. Although sight distance requirements are not technically applicable to driveways, the stopping sight distance criterion for private street intersections was applied for evaluation purposes.

The *prima facie* speed is 55 mph, but based on a radar speed survey performed at the driveway, the curves at either side of the site effectively reduce speeds to an average of 30 mph and 85th, or critical speed of 35 mph approaching the driveway. A copy of the speed survey is enclosed. The minimum stopping sight distance needed for an approach speed of 35 mph is 250 feet.

Sight distance was measured from a 3.5-foot height at the location of the driver on the minor road to a 4.25-foot object height in the center of the approaching lane of the major road. Sight lines were field measured from a point 15 feet back from the edge of pavement. The Westside Farms sign currently restricts sight lines toward the north from the tasting room driveway on the easterly side of the road. This sign will need to be removed to provide adequate sight line; once removed there will be more than 400 feet of sight distance to the north. To the south of the driveway there is more than 400 feet of sight distance, which is more than adequate for the speed of traffic.

While existing sight lines to the south are adequate for the winery driveway on the westerly side of Westside Road, the curve north of the driveway limits sight lines to less than the 250 feet recommended. However, as shown on the attached exhibit, measures are to be taken to remove and/or trim vegetation and shave back the hillside as necessary to achieve the 250 feet of sight distance needed for the critical approach speed.

It is noted that there is a mirror on the east side of the road that provides adequate visibility of oncoming traffic to drivers exiting the driveway. Mirrors are not typically recommended along public roadways, in part because the mirror would either need to be in the public right-of-way or on another person's property. In this case, the property on both sides of the road belongs to the same owner, so the mirror can be maintained on private property and outside the public right-of-way. Because the mirror may further extend sight lines beyond the minimum needed, it is suggested that the mirror be retained so that the infrequent vehicle traveling at higher speeds can be seen approaching from an adequate distance.

Pedestrian Access

Based on the project proposal it is anticipated that pedestrian trips between the winery and tasting room will be infrequent, and limited to employees. The operation as proposed is not expected to result in any need for guests to cross from one side of Westside Road to the other. Recommended sight lines are shown on the enclosed exhibit.

Turn Lane Warrants

The need for turn lanes on Westside Road was evaluated based on criteria contained in the *Intersection Channelization Design Guide*, National Cooperative Highway Research Program (NCHRP) Report No. 279, Transportation Research Board, 1985, as well as a more recent update of the methodology developed by the Washington State Department of Transportation. Traffic counts for both the a.m. and p.m. peak hours were used for the evaluation.

For this analysis it was conservatively assumed that all project related traffic would access the site via southbound left-turns as this condition represents the greatest potential need for a left-turn pocket. Although special events would not typically start during a peak hour, to evaluate worst case conditions, inbound trips to a time-specific event (one that would have its arriving traffic consolidated into a short time period) were used along with the higher peak hour volumes near Felta Road. Even using this conservative approach a left-turn lane is not warranted.

Based on the evaluation performed as well as the lack of left-turn pockets for any of the other wineries on Westside Road, a left-turn pocket is not recommended. A copy of the Turn Lane Warrant spreadsheet is enclosed.

Conclusions and Recommendations

- Based on the review and analysis performed, it is anticipated that the proposed project will have a limited impact on traffic operation along Westside Road, and will actually generate fewer special event trips that the previous use for Westside Farms.

- Westside Road is expected to operate acceptably under volumes including project-generated traffic and traffic associated with agriculture promotional events both in the short-term and long-range. Further, multiple events could occur simultaneously without triggering unacceptable operating conditions under the County's standards.

- Westside Road has experienced collisions at a rate below the statewide average, so exhibits an acceptable safety condition.

- Sight distance from the tasting room driveway on the east side of Westside Road is generally adequate, though the existing "Westside Farms" sign should be removed and this area left clear to provide acceptable sight distance to the north.

- Sight distance to the north from the winery driveway on the west side of the road is adequate to the south, but inadequate to the north. The proposed measures, including removing and/or trimming vegetation together with shaving back the hillside as necessary, should be implemented.

- Very little pedestrian traffic is expected between the winery and tasting room, and that will be limited to staff. However, should other pedestrian traffic be generated, sight lines will be adequate for such crossings upon implementation of the proposed measures noted above.

- A left-turn lane is neither warranted nor recommended on Westside Road at the project's driveways. We hope that the above information adequately addresses the proposed winery project's potential impacts.

Feel free to contact me if you have any questions or comments. Thank you for allowing us to provide these services.

Sincerely,

Dalene J. Whitlock, PE, PTOE
Principal

DJW/djw/SOX472.L2

Enclosures: Traffic Counts
Summary of County Counts
Segment Collision Rate Calculation
Segment Level of Service Calculations
Winery Trip Generation
Special Event Forms
Radar Speed Survey
Sight Distance Exhibits
Turn Lane Warrant Analysis

Volumes for: Tuesday, July 16, 2013 City: Sonoma County Project #: 13-7398-001
Location: Westside Road about 1 mile south of Sweetwater Springs Road.

Start	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
Time	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00	0	7			0	14				
12:15	0	11			0	14				
12:30	0	8			0	12				
12:45	0	10	0	36	0	7	0	47	0	83
1:00	0	9			0	6				
1:15	3	8			1	6				
1:30	0	11			0	15				
1:45	0	14	3	42	0	9	1	36	4	78
2:00	0	3			0	8				
2:15	0	7			0	6				
2:30	1	12			0	7				
2:45	0	15	1	37	0	8	0	29	1	66
3:00	0	16			1	6				
3:15	0	11			0	11				
3:30	0	22			0	12				
3:45	0	21	0	70	0	15	1	44	1	114
4:00	0	21			0	16				
4:15	0	15			0	12				
4:30	0	18			0	11				
4:45	1	10	1	64	3	9	3	48	4	112
5:00	1	22			2	9				
5:15	1	26			0	8				
5:30	7	21			4	7				
5:45	1	10	10	79	2	11	8	35	18	114
6:00	1	8			5	9				
6:15	1	8			5	9				
6:30	2	9			2	8				
6:45	0	5	4	30	8	5	20	31	24	61
7:00	4	6			3	6				
7:15	4	5			10	4				
7:30	2	4			7	5				
7:45	3	5	13	20	10	6	30	21	43	41
8:00	4	2			6	4				
8:15	1	3			6	5				
8:30	4	2			7	2				
8:45	0	4	9	11	9	4	28	15	37	26
9:00	4	5			9	1				
9:15	3	2			12	0				
9:30	5	3			10	3	0			
9:45	4	0	16	10	11	1	42	5	58	15
10:00	2	2			4	2				
10:15	5	0			9	4				
10:30	10	1			11	1				
10:45	7	1	24	4	9	0	33	7	57	11
11:00	10	2			6	1				
11:15	8	2			9	2				
11:30	7	0			10	1				
11:45	10	1	35	5	10	0	35	4	70	9
Total	116	408	116	408	201	322	201	322	317	730
Combined Total	524		524		523		523		1047	
AM Peak	11:45 AM				11:45 AM					
Vol.	36				50					
P.H.F.	0.818				0.893					
PM Peak		3:30 PM				3:30 PM				
Vol.		79				55				
P.H.F.		0.966				0.859				
Percentage	22.1%	77.9%			38.4%	61.6%				

Date/Time/Volume/Average Speed/Temperature Report

HI-Star ID: 9417	Begin: 08/22/2012 12:00	End: 08/24/2012 12:00
Street: 8001	Lane: 20.90	Hours: 48:00
State:	Oper: N/B	Period: 60
City: Westside Rd	Posted: 45	Raw Count: 2996
County: N/Felta Rd	AADT Factor: 1	AADT Count: 1498

NC47

Date & Time Range	Count	Avg Speed	Temp	Wet/Dry
08/22/2012				
[12:00-13:00]	95	0 mph	121 F	Dry
[13:00-14:00]	176	0 mph	128 F	Dry
[14:00-15:00]	104	0 mph	132 F	Dry
[15:00-16:00]	144	0 mph	128 F	Dry
[16:00-17:00]	151	0 mph	101 F	Dry
[17:00-18:00]	114	0 mph	91 F	Dry
[18:00-19:00]	56	0 mph	83 F	Dry
[19:00-20:00]	122	0 mph	78 F	Dry
[20:00-21:00]	18	0 mph	74 F	Dry
[21:00-22:00]	13	0 mph	70 F	Dry
[22:00-23:00]	6	0 mph	68 F	Dry
[23:00-00:00]	8	0 mph	68 F	Dry
08/23/2012				
[00:00-01:00]	4	0 mph	68 F	Dry
[01:00-02:00]	0	0 mph	68 F	Dry
[02:00-03:00]	2	0 mph	68 F	Dry
[03:00-04:00]	1	0 mph	66 F	Dry
[04:00-05:00]	7	0 mph	66 F	Dry
[05:00-06:00]	15	0 mph	64 F	Dry
[06:00-07:00]	34	0 mph	64 F	Dry
[07:00-08:00]	72	0 mph	64 F	Dry
[08:00-09:00]	155	0 mph	68 F	Dry
[09:00-10:00]	47	0 mph	74 F	Dry
[10:00-11:00]	86	0 mph	74 F	Dry
[11:00-12:00]	93	0 mph	101 F	Dry
[12:00-13:00]	93	0 mph	119 F	Dry
[13:00-14:00]	91	0 mph	126 F	Dry
[14:00-15:00]	187	0 mph	130 F	Dry
[15:00-16:00]	136	0 mph	128 F	Dry
[16:00-17:00]	153	0 mph	101 F	Dry
[17:00-18:00]	112	0 mph	91 F	Dry
[18:00-19:00]	63	0 mph	83 F	Dry
[19:00-20:00]	27	0 mph	78 F	Dry
[20:00-21:00]	27	0 mph	76 F	Dry
[21:00-22:00]	24	0 mph	72 F	Dry
[22:00-23:00]	13	0 mph	70 F	Dry
[23:00-00:00]	5	0 mph	66 F	Dry
08/24/2012				
[00:00-01:00]	0	0 mph	66 F	Dry
[01:00-02:00]	0	0 mph	64 F	Dry

ADT = 1447

Date/Time/Volume/Average Speed/Temperature Report

NC47 Date & Time Range	Count	Avg Speed	Temp	Wet/Dry
08/24/2012				
[02:00-03:00]	4	0 mph	62 F	Dry
[03:00-04:00]	0	0 mph	60 F	Dry
[04:00-05:00]	4	0 mph	58 F	Dry
[05:00-06:00]	16	0 mph	58 F	Dry
[06:00-07:00]	33	0 mph	60 F	Dry
[07:00-08:00]	65	0 mph	62 F	Dry
[08:00-09:00]	170	0 mph	66 F	Dry
[09:00-10:00]	57	0 mph	72 F	Dry
[10:00-11:00]	91	0 mph	72 F	Dry
[11:00-12:00]	102	0 mph	99 F	Dry

Date/Time/Volume/Average Speed/Temperature Report

HI-Star ID: 3959	Begin: 08/22/2012 12:00	End: 08/24/2012 12:00
Street: 8001	Lane: 20.90	Hours: 48:00
State:	Oper: S/B	Period: 60
City: Westside Rd	Posted: 45	Raw Count: 3047
County: N/Felta Rd	AADT Factor: 1	AADT Count: 1524

NC47

Date & Time Range	Count	Avg Speed	Temp	Wet/Dry
08/22/2012				
[12:00-13:00]	80	0 mph	125 F	Dry
[13:00-14:00]	158	0 mph	130 F	Dry
[14:00-15:00]	106	0 mph	132 F	Dry
[15:00-16:00]	122	0 mph	103 F	Dry
[16:00-17:00]	102	0 mph	91 F	Dry
[17:00-18:00]	100	0 mph	85 F	Dry
[18:00-19:00]	98	0 mph	80 F	Dry
[19:00-20:00]	43	0 mph	76 F	Dry
[20:00-21:00]	35	0 mph	70 F	Dry
[21:00-22:00]	25	0 mph	68 F	Dry
[22:00-23:00]	14	0 mph	66 F	Dry
[23:00-00:00]	10	0 mph	66 F	Dry
08/23/2012				
[00:00-01:00]	5	0 mph	68 F	Dry
[01:00-02:00]	3	0 mph	66 F	Dry
[02:00-03:00]	0	0 mph	66 F	Dry
[03:00-04:00]	2	0 mph	66 F	Dry
[04:00-05:00]	2	0 mph	64 F	Dry
[05:00-06:00]	28	0 mph	62 F	Dry
[06:00-07:00]	69	0 mph	62 F	Dry
[07:00-08:00]	93	0 mph	62 F	Dry
[08:00-09:00]	175	0 mph	66 F	Dry
[09:00-10:00]	73	0 mph	72 F	Dry
[10:00-11:00]	77	0 mph	85 F	Dry
[11:00-12:00]	111	0 mph	111 F	Dry
[12:00-13:00]	99	0 mph	121 F	Dry
[13:00-14:00]	90	0 mph	128 F	Dry
[14:00-15:00]	177	0 mph	128 F	Dry
[15:00-16:00]	126	0 mph	101 F	Dry
[16:00-17:00]	104	0 mph	91 F	Dry
[17:00-18:00]	70	0 mph	85 F	Dry
[18:00-19:00]	65	0 mph	82 F	Dry
[19:00-20:00]	46	0 mph	76 F	Dry
[20:00-21:00]	39	0 mph	72 F	Dry
[21:00-22:00]	20	0 mph	70 F	Dry
[22:00-23:00]	16	0 mph	66 F	Dry
[23:00-00:00]	5	0 mph	64 F	Dry
08/24/2012				
[00:00-01:00]	3	0 mph	62 F	Dry
[01:00-02:00]	2	0 mph	62 F	Dry

Thu

ADT = 1621

Date/Time/Volume/Average Speed/Temperature Report

NC47 Date & Time Range	Count	Avg Speed	Temp	Wet/Dry
08/24/2012				
[02:00-03:00]	3	0 mph	58 F	Dry
[03:00-04:00]	0	0 mph	58 F	Dry
[04:00-05:00]	3	0 mph	58 F	Dry
[05:00-06:00]	21	0 mph	56 F	Dry
[06:00-07:00]	79	0 mph	58 F	Dry
[07:00-08:00]	79	0 mph	62 F	Dry
[08:00-09:00]	166	0 mph	66 F	Dry
[09:00-10:00]	80	0 mph	72 F	Dry
[10:00-11:00]	104	0 mph	89 F	Dry
[11:00-12:00]	119	0 mph	111 F	Dry

Date/Time/Volume/Average Speed/Temperature Report

HI-Star ID: 5716	Begin: 07/28/2015 12:00	End: 07/30/2015 12:00
Street: 8001	Lane: 20.90	Hours: 48:00
State:	Oper: N/B	Period: 60
City: Westside Road	Posted: 45	Raw Count: 2646
County: N/Felta Rd.	AADT Factor: 1	AADT Count: 1323

NC97 Date & Time Range	Count	Avg Speed	Temp	Wet/Dry
07/28/2015				
[12:00-13:00]	110	44 mph	136 F	Dry
[13:00-14:00]	110	45 mph	144 F	Dry
[14:00-15:00]	103	43 mph	146 F	Dry
[15:00-16:00]	125	42 mph	142 F	Dry
[16:00-17:00]	112	42 mph	115 F	Dry
[17:00-18:00]	115	48 mph	105 F	Dry
[18:00-19:00]	44	44 mph	99 F	Dry
[19:00-20:00]	45	45 mph	95 F	Dry
[20:00-21:00]	41	38 mph	89 F	Dry
[21:00-22:00]	35	38 mph	85 F	Dry
[22:00-23:00]	9	34 mph	82 F	Dry
[23:00-00:00]	9	33 mph	78 F	Dry
07/29/2015				
[00:00-01:00]	2	32 mph	76 F	Dry
[01:00-02:00]	7	33 mph	76 F	Dry
[02:00-03:00]	1	33 mph	74 F	Dry
[03:00-04:00]	3	33 mph	70 F	Dry
[04:00-05:00]	5	33 mph	70 F	Dry
[05:00-06:00]	28	32 mph	68 F	Dry
[06:00-07:00]	41	33 mph	68 F	Dry
[07:00-08:00]	54	32 mph	70 F	Dry
[08:00-09:00]	86	32 mph	74 F	Dry
[09:00-10:00]	63	33 mph	78 F	Dry
[10:00-11:00]	92	32 mph	82 F	Dry
[11:00-12:00]	95	39 mph	115 F	Dry
[12:00-13:00]	108	36 mph	136 F	Dry
[13:00-14:00]	98	38 mph	144 F	Dry
[14:00-15:00]	124	45 mph	146 F	Dry
[15:00-16:00]	113	44 mph	140 F	Dry
[16:00-17:00]	119	44 mph	113 F	Dry
[17:00-18:00]	109	38 mph	101 F	Dry
[18:00-19:00]	63	45 mph	93 F	Dry
[19:00-20:00]	44	54 mph	87 F	Dry
[20:00-21:00]	24	24 mph	82 F	Dry
[21:00-22:00]	26	38 mph	78 F	Dry
[22:00-23:00]	9	38 mph	76 F	Dry
[23:00-00:00]	9	38 mph	76 F	Dry
07/30/2015				
[00:00-01:00]	3	38 mph	76 F	Dry
[01:00-02:00]	2	38 mph	76 F	Dry

Date/Time/Volume/Average Speed/Temperature Report

NC97 Date & Time Range	Count	Avg Speed	Temp	Wet/Dry
07/30/2015				
[02:00-03:00]	0	0 mph	74 F	Dry
[03:00-04:00]	3	38 mph	76 F	Dry
[04:00-05:00]	8	38 mph	76 F	Dry
[05:00-06:00]	20	38 mph	74 F	Dry
[06:00-07:00]	38	38 mph	74 F	Dry
[07:00-08:00]	53	38 mph	74 F	Dry
[08:00-09:00]	92	44 mph	78 F	Dry
[09:00-10:00]	81	44 mph	78 F	Dry
[10:00-11:00]	66	40 mph	83 F	Dry
[11:00-12:00]	99	43 mph	111 F	Dry

Date/Time/Volume/Average Speed/Temperature Report

HI-Star ID: 7560	Begin: 07/28/2015 12:00	End: 07/30/2015 12:00
Street: 8001	Lane: 20.90	Hours: 48:00
State:	Oper: S/B	Period: 60
City: Westside Road	Posted: 45	Raw Count: 2605
County: N/Felta Rd	AADT Factor: 1	AADT Count: 1303

NC97 Date & Time Range	Count	Avg Speed	Temp	Wet/Dry
07/28/2015				
[12:00-13:00]	102	42 mph	140 F	Dry
[13:00-14:00]	77	43 mph	144 F	Dry
[14:00-15:00]	114	45 mph	138 F	Dry
[15:00-16:00]	104	43 mph	109 F	Dry
[16:00-17:00]	79	45 mph	101 F	Dry
[17:00-18:00]	67	45 mph	99 F	Dry
[18:00-19:00]	42	45 mph	97 F	Dry
[19:00-20:00]	54	43 mph	91 F	Dry
[20:00-21:00]	60	44 mph	85 F	Dry
[21:00-22:00]	39	47 mph	82 F	Dry
[22:00-23:00]	20	48 mph	78 F	Dry
[23:00-00:00]	15	44 mph	76 F	Dry
07/29/2015 Wed				
[00:00-01:00]	3	46 mph	76 F	Dry
[01:00-02:00]	10	41 mph	74 F	Dry
[02:00-03:00]	1	48 mph	70 F	Dry
[03:00-04:00]	5	42 mph	70 F	Dry
[04:00-05:00]	4	43 mph	68 F	Dry
[05:00-06:00]	58	45 mph	66 F	Dry
[06:00-07:00]	59	45 mph	66 F	Dry
[07:00-08:00]	66	45 mph	68 F	Dry
[08:00-09:00]	65	44 mph	74 F	Dry
[09:00-10:00]	76	44 mph	76 F	Dry
[10:00-11:00]	105	43 mph	103 F	Dry
[11:00-12:00]	80	41 mph	125 F	Dry
[12:00-13:00]	108	37 mph	138 F	Dry
[13:00-14:00]	91	41 mph	144 F	Dry
[14:00-15:00]	100	43 mph	136 F	Dry
[15:00-16:00]	102	42 mph	109 F	Dry
[16:00-17:00]	99	46 mph	101 F	Dry
[17:00-18:00]	72	43 mph	97 F	Dry
[18:00-19:00]	51	45 mph	91 F	Dry
[19:00-20:00]	48	46 mph	85 F	Dry
[20:00-21:00]	29	45 mph	80 F	Dry
[21:00-22:00]	39	43 mph	76 F	Dry
[22:00-23:00]	20	45 mph	76 F	Dry
[23:00-00:00]	10	45 mph	74 F	Dry
07/30/2015				
[00:00-01:00]	1	43 mph	74 F	Dry
[01:00-02:00]	2	53 mph	74 F	Dry

Date/Time/Volume/Average Speed/Temperature Report

NC97 Date & Time Range	Count	Avg Speed	Temp	Wet/Dry
07/30/2015				
[02:00-03:00]	0	0 mph	72 F	Dry
[03:00-04:00]	4	45 mph	74 F	Dry
[04:00-05:00]	8	46 mph	72 F	Dry
[05:00-06:00]	80	44 mph	72 F	Dry
[06:00-07:00]	68	46 mph	72 F	Dry
[07:00-08:00]	61	43 mph	72 F	Dry
[08:00-09:00]	64	45 mph	78 F	Dry
[09:00-10:00]	75	45 mph	78 F	Dry
[10:00-11:00]	84	41 mph	99 F	Dry
[11:00-12:00]	84	43 mph	117 F	Dry

SEGMENT COLLISION RATE CALCULATIONS

County of Sonoma

Location: Westside Road

Date of Count: Tuesday, July 16, 2013
ADT: 1,000

Number of Collisions: 1
Number of Injuries: 0
Number of Fatalities: 0
Start Date: July 1, 2006
End Date: June 30, 2011
Number of Years: 5

Highway Type: Conventional 2 lanes or less
Area: Rural
Design Speed: <=55
Terrain: Rolling/Mountain

Segment Length: 1.0 miles
Direction: North/South

$$\frac{\text{Number of Collisions x 1 Million}}{\text{ADT x 365 Days per Year x Segment Length x Number of Years}}$$

$$\frac{1 \times 1{,}000{,}000}{1{,}000 \times 365 \times 1 \times 5}$$

	Collision Rate		Fatality Rate	Injury Rate
Study Segment	**0.55**	**c/mvm**	**0.0%**	**0.0%**
Statewide Average*	**1.58**	**c/mvm**	**2.4%**	**43.6%**

ADT = average daily traffic volume
c/mvm = collisions per million vehicle miles
* 2009 Collision Data on California State Highways, Caltrans

HCS 2010: Two-Lane Highways Release 6.60

Phone: Fax:
E-Mail:

Directional Two-Lane Highway Segment Analysis

Analyst	Briana Byrne
Agency/Co.	W-Trans
Date Performed	11/4/2015
Analysis Time Period	Weekday PM Peak NB
Highway	Westside Road
From/To	Near 7097 Westside Rd
Jurisdiction	County of Sonoma
Analysis Year	2015
Description	Existing Conditions

Input Data

Highway class	Class 2		Peak hour factor, PHF	1.00	
Shoulder width	1.0	ft	% Trucks and buses	5	%
Lane width	12.0	ft	% Trucks crawling	0.0	%
Segment length	1.0	mi	Truck crawl speed	0.0	mi/hr
Terrain type	Rolling		% Recreational vehicles	2	%
Grade: Length	-	mi	% No-passing zones	100	%
Up/down	-	%	Access point density	17	/mi

Analysis direction volume, Vd 153 veh/h
Opposing direction volume, Vo 104 veh/h

Average Travel Speed

Direction	Analysis (d)		Opposing (o)	
PCE for trucks, ET	2.0*		2.0*	
PCE for RVs, ER	1.1		1.1	
Heavy-vehicle adj. factor, (note-5) fHV	0.951		0.951	
Grade adj. factor, (note-1) fg	0.71		0.67	
Directional flow rate, (note-2) vi	227	pc/h	163	pc/h

Free-Flow Speed from Field Measurement:		
Field measured speed, (note-3) S FM	-	mi/h
Observed total demand, (note-3) V	-	veh/h
Estimated Free-Flow Speed:		
Base free-flow speed, (note-3) BFFS	45.0	mi/h
Adj. for lane and shoulder width, (note-3) fLS	4.2	mi/h
Adj. for access point density, (note-3) fA	4.3	mi/h
Free-flow speed, FFSd	36.5	mi/h
Adjustment for no-passing zones, fnp	3.4	mi/h
Average travel speed, ATSd	30.1	mi/h
Percent Free Flow Speed, PFFS	82.4	%

Percent Time-Spent-Following

Direction	Analysis (d)	Opposing (o)
PCE for trucks, ET	1.8	1.8
PCE for RVs, ER	1.0	1.0
Heavy-vehicle adjustment factor, fHV	0.962	0.962
Grade adjustment factor, (note-1) fg	0.77	0.73
Directional flow rate, (note-2) vi	207 pc/h	148 pc/h
Base percent time-spent-following, (note-4) BPTSFd	22.2 %	
Adjustment for no-passing zones, fnp	56.0	
Percent time-spent-following, PTSFd	54.9 %	

Level of Service and Other Performance Measures

Level of service, LOS	B	
Volume to capacity ratio, v/c	0.12	
Peak 15-min vehicle-miles of travel, VMT15	38	veh-mi
Peak-hour vehicle-miles of travel, VMT60	153	veh-mi
Peak 15-min total travel time, TT15	1.3	veh-h
Capacity from ATS, CdATS	0	veh/h
Capacity from PTSF, CdPTSF	1242	veh/h
Directional Capacity	1242	veh/h

Passing Lane Analysis

Total length of analysis segment, Lt	1.0	mi
Length of two-lane highway upstream of the passing lane, Lu	-	mi
Length of passing lane including tapers, Lpl	-	mi
Average travel speed, ATSd (from above)	30.1	mi/h
Percent time-spent-following, PTSFd (from above)	54.9	
Level of service, LOSd (from above)	B	

Average Travel Speed with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for average travel speed, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for average travel speed, Ld	-	mi
Adj. factor for the effect of passing lane on average speed, fpl	-	
Average travel speed including passing lane, ATSpl	-	
Percent free flow speed including passing lane, PFFSpl	0.0	%

Percent Time-Spent-Following with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for percent time-spent-following, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for percent time-spent-following, Ld	-	mi
Adj. factor for the effect of passing lane on percent time-spent-following, fpl	-	
Percent time-spent-following including passing lane, PTSFpl	-	%

Level of Service and Other Performance Measures with Passing Lane

Level of service including passing lane, LOSpl	A	
Peak 15-min total travel time, TT15	-	veh-h

Bicycle Level of Service

Posted speed limit, Sp	55
Percent of segment with occupied on-highway parking	0
Pavement rating, P	3
Flow rate in outside lane, vOL	153.0
Effective width of outside lane, We	16.06
Effective speed factor, St	4.79
Bicycle LOS Score, BLOS	4.31
Bicycle LOS	D

Notes:

1. Note that the adjustment factor for level terrain is 1.00, as level terrain is one of the base conditions. For the purpose of grade adjustment, specific dewngrade segments are treated as level terrain.
2. If vi (vd or vo) >= 1,700 pc/h, terminate analysis-the LOS is F.
3. For the analysis direction only and for v>200 veh/h.
4. For the analysis direction only.
5. Use alternative Exhibit 15-14 if some trucks operate at crawl speeds on a specific downgrade.

* These items have been entered or edited to override calculated value

HCS 2010: Two-Lane Highways Release 6.60

Phone: Fax:
E-Mail:

Directional Two-Lane Highway Segment Analysis

Analyst	Briana Byrne
Agency/Co.	W-Trans
Date Performed	11/4/2015
Analysis Time Period	Weekday PM Peak SB
Highway	Westside Road
From/To	Near 7097 Westside Rd
Jurisdiction	County of Sonoma
Analysis Year	2015
Description	Existing Conditions

Input Data

Highway class	Class 2		Peak hour factor, PHF	1.00	
Shoulder width	1.0	ft	% Trucks and buses	5	%
Lane width	12.0	ft	% Trucks crawling	0.0	%
Segment length	1.0	mi	Truck crawl speed	0.0	mi/hr
Terrain type	Rolling		% Recreational vehicles	2	%
Grade: Length	-	mi	% No-passing zones	100	%
Up/down	-	%	Access point density	17	/mi

Analysis direction volume, Vd 104 veh/h
Opposing direction volume, Vo 153 veh/h

Average Travel Speed

Direction	Analysis (d)		Opposing (o)	
PCE for trucks, ET	2.0*		2.0*	
PCE for RVs, ER	1.1		1.1	
Heavy-vehicle adj. factor, (note-5) fHV	0.951		0.951	
Grade adj. factor, (note-1) fg	0.67		0.71	
Directional flow rate, (note-2) vi	163	pc/h	227	pc/h

Free-Flow Speed from Field Measurement:		
Field measured speed, (note-3) S FM	-	mi/h
Observed total demand, (note-3) V	-	veh/h
Estimated Free-Flow Speed:		
Base free-flow speed, (note-3) BFFS	45.0	mi/h
Adj. for lane and shoulder width, (note-3) fLS	4.2	mi/h
Adj. for access point density, (note-3) fA	4.3	mi/h
Free-flow speed, FFSd	36.5	mi/h
Adjustment for no-passing zones, fnp	3.8	mi/h
Average travel speed, ATSd	29.7	mi/h
Percent Free Flow Speed, PFFS	81.3	%

Percent Time-Spent-Following

Direction	Analysis(d)		Opposing (o)	
PCE for trucks, ET	1.8		1.8	
PCE for RVs, ER	1.0		1.0	
Heavy-vehicle adjustment factor, fHV	0.962		0.962	
Grade adjustment factor,(note-1) fg	0.73		0.77	
Directional flow rate,(note-2) vi	148	pc/h	207	pc/h
Base percent time-spent-following,(note-4) BPTSFd	16.4	%		
Adjustment for no-passing zones, fnp	56.0			
Percent time-spent-following, PTSFd	39.7	%		

Level of Service and Other Performance Measures

Level of service, LOS	A	
Volume to capacity ratio, v/c	0.09	
Peak 15-min vehicle-miles of travel, VMT15	26	veh-mi
Peak-hour vehicle-miles of travel, VMT60	104	veh-mi
Peak 15-min total travel time, TT15	0.9	veh-h
Capacity from ATS, CdATS	1338	veh/h
Capacity from PTSF, CdPTSF	1314	veh/h
Directional Capacity	1314	veh/h

Passing Lane Analysis

Total length of analysis segment, Lt	1.0	mi
Length of two-lane highway upstream of the passing lane, Lu	-	mi
Length of passing lane including tapers, Lpl	-	mi
Average travel speed, ATSd (from above)	29.7	mi/h
Percent time-spent-following, PTSFd (from above)	39.7	
Level of service, LOSd (from above)	A	

Average Travel Speed with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for average travel speed, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for average travel speed, Ld	-	mi
Adj. factor for the effect of passing lane on average speed, fpl	-	
Average travel speed including passing lane, ATSpl	-	
Percent free flow speed including passing lane, PFFSpl	0.0	%

Percent Time-Spent-Following with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for percent time-spent-following, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for percent time-spent-following, Ld	-	mi
Adj. factor for the effect of passing lane on percent time-spent-following, fpl	-	
Percent time-spent-following including passing lane, PTSFpl	-	%

Level of Service and Other Performance Measures with Passing Lane

Level of service including passing lane, LOSpl	A	
Peak 15-min total travel time, TT15	-	veh-h

Bicycle Level of Service

Posted speed limit, Sp	55
Percent of segment with occupied on-highway parking	0
Pavement rating, P	3
Flow rate in outside lane, vOL	104.0
Effective width of outside lane, We	19.24
Effective speed factor, St	4.79
Bicycle LOS Score, BLOS	3.56
Bicycle LOS	D

Notes:

1. Note that the adjustment factor for level terrain is 1.00, as level terrain is one of the base conditions. For the purpose of grade adjustment, specific dewngrade segments are treated as level terrain.
2. If vi (vd or vo) >= 1,700 pc/h, terminate analysis-the LOS is F.
3. For the analysis direction only and for v>200 veh/h.
4. For the analysis direction only.
5. Use alternative Exhibit 15-14 if some trucks operate at crawl speeds on a specific downgrade.

* These items have been entered or edited to override calculated value

HCS 2010: Two-Lane Highways Release 6.60

Phone: Fax:
E-Mail:

Directional Two-Lane Highway Segment Analysis

Analyst	Briana Byrne
Agency/Co.	W-Trans
Date Performed	11/4/2015
Analysis Time Period	Weekday PM Peak NB
Highway	Westside Road
From/To	Near 7097 Westside Rd
Jurisdiction	County of Sonoma
Analysis Year	2015
Description	Cumualtive 2040 Conditions

Input Data

Highway class	Class 2		Peak hour factor, PHF	1.00	
Shoulder width	1.0	ft	% Trucks and buses	5	%
Lane width	12.0	ft	% Trucks crawling	0.0	%
Segment length	1.0	mi	Truck crawl speed	0.0	mi/hr
Terrain type	Rolling		% Recreational vehicles	2	%
Grade: Length	-	mi	% No-passing zones	100	%
Up/down	-	%	Access point density	17	/mi

Analysis direction volume, Vd 157 veh/h
Opposing direction volume, Vo 107 veh/h

Average Travel Speed

Direction	Analysis (d)		Opposing (o)	
PCE for trucks, ET	2.0*		2.0*	
PCE for RVs, ER	1.1		1.1	
Heavy-vehicle adj. factor, (note-5) fHV	0.951		0.951	
Grade adj. factor, (note-1) fg	0.72		0.68	
Directional flow rate, (note-2) vi	229	pc/h	165	pc/h

Free-Flow Speed from Field Measurement:		
Field measured speed, (note-3) S FM	-	mi/h
Observed total demand, (note-3) V	-	veh/h
Estimated Free-Flow Speed:		
Base free-flow speed, (note-3) BFFS	45.0	mi/h
Adj. for lane and shoulder width, (note-3) fLS	4.2	mi/h
Adj. for access point density, (note-3) fA	4.3	mi/h
Free-flow speed, FFSd	36.5	mi/h
Adjustment for no-passing zones, fnp	3.4	mi/h
Average travel speed, ATSd	30.1	mi/h
Percent Free Flow Speed, PFFS	82.2	%

Percent Time-Spent-Following

Direction	Analysis (d)		Opposing (o)	
PCE for trucks, ET	1.8		1.8	
PCE for RVs, ER	1.0		1.0	
Heavy-vehicle adjustment factor, fHV	0.962		0.962	
Grade adjustment factor, (note-1) fg	0.77		0.73	
Directional flow rate, (note-2) vi	212	pc/h	152	pc/h
Base percent time-spent-following, (note-4) BPTSFd	22.7	%		
Adjustment for no-passing zones, fnp	56.2			
Percent time-spent-following, PTSFd	55.4	%		

Level of Service and Other Performance Measures

Level of service, LOS	C	
Volume to capacity ratio, v/c	0.12	
Peak 15-min vehicle-miles of travel, VMT15	39	veh-mi
Peak-hour vehicle-miles of travel, VMT60	157	veh-mi
Peak 15-min total travel time, TT15	1.3	veh-h
Capacity from ATS, CdATS	0	veh/h
Capacity from PTSF, CdPTSF	1259	veh/h
Directional Capacity	1259	veh/h

Passing Lane Analysis

Total length of analysis segment, Lt	1.0	mi
Length of two-lane highway upstream of the passing lane, Lu	-	mi
Length of passing lane including tapers, Lpl	-	mi
Average travel speed, ATSd (from above)	30.1	mi/h
Percent time-spent-following, PTSFd (from above)	55.4	
Level of service, LOSd (from above)	C	

Average Travel Speed with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for average travel speed, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for average travel speed, Ld	-	mi
Adj. factor for the effect of passing lane on average speed, fpl	-	
Average travel speed including passing lane, ATSpl	-	
Percent free flow speed including passing lane, PFFSpl	0.0	%

Percent Time-Spent-Following with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for percent time-spent-following, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for percent time-spent-following, Ld	-	mi
Adj. factor for the effect of passing lane on percent time-spent-following, fpl	-	
Percent time-spent-following including passing lane, PTSFpl	-	%

Level of Service and Other Performance Measures with Passing Lane

Level of service including passing lane, LOSpl	A	
Peak 15-min total travel time, TT15	-	veh-h

Bicycle Level of Service

Posted speed limit, Sp	55
Percent of segment with occupied on-highway parking	0
Pavement rating, P	3
Flow rate in outside lane, vOL	157.0
Effective width of outside lane, We	15.80
Effective speed factor, St	4.79
Bicycle LOS Score, BLOS	4.37
Bicycle LOS	D

Notes:

1. Note that the adjustment factor for level terrain is 1.00, as level terrain is one of the base conditions. For the purpose of grade adjustment, specific dewngrade segments are treated as level terrain.
2. If vi (vd or vo) >= 1,700 pc/h, terminate analysis-the LOS is F.
3. For the analysis direction only and for v>200 veh/h.
4. For the analysis direction only.
5. Use alternative Exhibit 15-14 if some trucks operate at crawl speeds on a specific downgrade.

* These items have been entered or edited to override calculated value

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Phone: Fax:
E-Mail:

Directional Two-Lane Highway Segment Analysis

Analyst	Briana Byrne
Agency/Co.	W-Trans
Date Performed	11/4/2015
Analysis Time Period	Weekday PM Peak SB
Highway	Westside Road
From/To	Near 7097 Westside Rd
Jurisdiction	County of Sonoma
Analysis Year	2015
Description	Cumualtive 2040 Conditions

Input Data

Highway class	Class 2		Peak hour factor, PHF	1.00	
Shoulder width	1.0	ft	% Trucks and buses	5	%
Lane width	12.0	ft	% Trucks crawling	0.0	%
Segment length	1.0	mi	Truck crawl speed	0.0	mi/hr
Terrain type	Rolling		% Recreational vehicles	2	%
Grade: Length	-	mi	% No-passing zones	100	%
Up/down	-	%	Access point density	17	/mi

Analysis direction volume, Vd 107 veh/h
Opposing direction volume, Vo 157 veh/h

Average Travel Speed

Direction	Analysis(d)		Opposing (o)	
PCE for trucks, ET	2.0*		2.0*	
PCE for RVs, ER	1.1		1.1	
Heavy-vehicle adj. factor,(note-5) fHV	0.951		0.951	
Grade adj. factor,(note-1) fg	0.68		0.72	
Directional flow rate,(note-2) vi	165	pc/h	229	pc/h

Free-Flow Speed from Field Measurement:		
Field measured speed,(note-3) S FM	-	mi/h
Observed total demand,(note-3) V	-	veh/h
Estimated Free-Flow Speed:		
Base free-flow speed,(note-3) BFFS	45.0	mi/h
Adj. for lane and shoulder width,(note-3) fLS	4.2	mi/h
Adj. for access point density,(note-3) fA	4.3	mi/h
Free-flow speed, FFSd	36.5	mi/h
Adjustment for no-passing zones, fnp	3.8	mi/h
Average travel speed, ATSd	29.7	mi/h
Percent Free Flow Speed, PFFS	81.2	%

Percent Time-Spent-Following

Direction	Analysis (d)		Opposing (o)	
PCE for trucks, ET	1.8		1.8	
PCE for RVs, ER	1.0		1.0	
Heavy-vehicle adjustment factor, fHV	0.962		0.962	
Grade adjustment factor, (note-1) fg	0.73		0.77	
Directional flow rate, (note-2) vi	152	pc/h	212	pc/h
Base percent time-spent-following, (note-4) BPTSFd	16.7	%		
Adjustment for no-passing zones, fnp	56.2			
Percent time-spent-following, PTSFd	40.2	%		

Level of Service and Other Performance Measures

Level of service, LOS	B	
Volume to capacity ratio, v/c	0.09	
Peak 15-min vehicle-miles of travel, VMT15	27	veh-mi
Peak-hour vehicle-miles of travel, VMT60	107	veh-mi
Peak 15-min total travel time, TT15	0.9	veh-h
Capacity from ATS, CdATS	1211	veh/h
Capacity from PTSF, CdPTSF	1330	veh/h
Directional Capacity	1330	veh/h

Passing Lane Analysis

Total length of analysis segment, Lt	1.0	mi
Length of two-lane highway upstream of the passing lane, Lu	-	mi
Length of passing lane including tapers, Lpl	-	mi
Average travel speed, ATSd (from above)	29.7	mi/h
Percent time-spent-following, PTSFd (from above)	40.2	
Level of service, LOSd (from above)	B	

Average Travel Speed with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for average travel speed, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for average travel speed, Ld	-	mi
Adj. factor for the effect of passing lane on average speed, fpl	-	
Average travel speed including passing lane, ATSpl	-	
Percent free flow speed including passing lane, PFFSpl	0.0	%

Percent Time-Spent-Following with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for percent time-spent-following, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for percent time-spent-following, Ld	-	mi
Adj. factor for the effect of passing lane on percent time-spent-following, fpl	-	
Percent time-spent-following including passing lane, PTSFpl	-	%

Level of Service and Other Performance Measures with Passing Lane

Level of service including passing lane, LOSpl	A	
Peak 15-min total travel time, TT15	-	veh-h

Bicycle Level of Service

Posted speed limit, Sp	55
Percent of segment with occupied on-highway parking	0
Pavement rating, P	3
Flow rate in outside lane, vOL	107.0
Effective width of outside lane, We	19.05
Effective speed factor, St	4.79
Bicycle LOS Score, BLOS	3.61
Bicycle LOS	D

Notes:
1. Note that the adjustment factor for level terrain is 1.00, as level terrain is one of the base conditions. For the purpose of grade adjustment, specific dewngrade segments are treated as level terrain.
2. If vi (vd or vo) >= 1,700 pc/h, terminate analysis-the LOS is F.
3. For the analysis direction only and for v>200 veh/h.
4. For the analysis direction only.
5. Use alternative Exhibit 15-14 if some trucks operate at crawl speeds on a specific downgrade.

* These items have been entered or edited to override calculated value

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Phone: Fax:
E-Mail:

Directional Two-Lane Highway Segment Analysis

Analyst	Briana Byrne
Agency/Co.	W-Trans
Date Performed	11/4/2015
Analysis Time Period	Weekday PM Peak NB
Highway	Westside Road
From/To	Near 7097 Westside Rd
Jurisdiction	County of Sonoma
Analysis Year	2015
Description	Existing Plus Prj Conditions

Input Data

Highway class	Class 2		Peak hour factor, PHF	1.00	
Shoulder width	1.0	ft	% Trucks and buses	5	%
Lane width	12.0	ft	% Trucks crawling	0.0	%
Segment length	1.0	mi	Truck crawl speed	0.0	mi/hr
Terrain type	Rolling		% Recreational vehicles	2	%
Grade: Length	-	mi	% No-passing zones	100	%
Up/down	-	%	Access point density	17	/mi

Analysis direction volume, Vd 166 veh/h
Opposing direction volume, Vo 110 veh/h

Average Travel Speed

Direction	Analysis (d)		Opposing (o)	
PCE for trucks, ET	2.0*		2.0*	
PCE for RVs, ER	1.1		1.1	
Heavy-vehicle adj. factor, (note-5) fHV	0.951		0.951	
Grade adj. factor, (note-1) fg	0.72		0.68	
Directional flow rate, (note-2) vi	242	pc/h	170	pc/h

Free-Flow Speed from Field Measurement:		
Field measured speed, (note-3) S FM	-	mi/h
Observed total demand, (note-3) V	-	veh/h
Estimated Free-Flow Speed:		
Base free-flow speed, (note-3) BFFS	45.0	mi/h
Adj. for lane and shoulder width, (note-3) fLS	4.2	mi/h
Adj. for access point density, (note-3) fA	4.3	mi/h
Free-flow speed, FFSd	36.5	mi/h
Adjustment for no-passing zones, fnp	3.5	mi/h
Average travel speed, ATSd	29.8	mi/h
Percent Free Flow Speed, PFFS	81.6	%

Percent Time-Spent-Following

Direction	Analysis (d)		Opposing (o)	
PCE for trucks, ET	1.8		1.8	
PCE for RVs, ER	1.0		1.0	
Heavy-vehicle adjustment factor, fHV	0.962		0.962	
Grade adjustment factor, (note-1) fg	0.78		0.74	
Directional flow rate, (note-2) vi	221	pc/h	155	pc/h
Base percent time-spent-following, (note-4) BPTSFd	23.5	%		
Adjustment for no-passing zones, fnp	55.9			
Percent time-spent-following, PTSFd	56.4	%		

Level of Service and Other Performance Measures

Level of service, LOS	C	
Volume to capacity ratio, v/c	0.13	
Peak 15-min vehicle-miles of travel, VMT15	42	veh-mi
Peak-hour vehicle-miles of travel, VMT60	166	veh-mi
Peak 15-min total travel time, TT15	1.4	veh-h
Capacity from ATS, CdATS	0	veh/h
Capacity from PTSF, CdPTSF	1259	veh/h
Directional Capacity	1259	veh/h

Passing Lane Analysis

Total length of analysis segment, Lt	1.0	mi
Length of two-lane highway upstream of the passing lane, Lu	-	mi
Length of passing lane including tapers, Lpl	-	mi
Average travel speed, ATSd (from above)	29.8	mi/h
Percent time-spent-following, PTSFd (from above)	56.4	
Level of service, LOSd (from above)	C	

Average Travel Speed with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for average travel speed, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for average travel speed, Ld	-	mi
Adj. factor for the effect of passing lane on average speed, fpl	-	
Average travel speed including passing lane, ATSpl	-	
Percent free flow speed including passing lane, PFFSpl	0.0	%

Percent Time-Spent-Following with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for percent time-spent-following, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for percent time-spent-following, Ld	-	mi
Adj. factor for the effect of passing lane on percent time-spent-following, fpl	-	
Percent time-spent-following including passing lane, PTSFpl	-	%

Level of Service and Other Performance Measures with Passing Lane

Level of service including passing lane, LOSpl	A	
Peak 15-min total travel time, TT15	-	veh-h

Bicycle Level of Service

Posted speed limit, Sp	55
Percent of segment with occupied on-highway parking	0
Pavement rating, P	3
Flow rate in outside lane, vOL	166.0
Effective width of outside lane, We	13.00
Effective speed factor, St	4.79
Bicycle LOS Score, BLOS	4.80
Bicycle LOS	E

Notes:

1. Note that the adjustment factor for level terrain is 1.00, as level terrain is one of the base conditions. For the purpose of grade adjustment, specific dewngrade segments are treated as level terrain.
2. If vi (vd or vo) >= 1,700 pc/h, terminate analysis-the LOS is F.
3. For the analysis direction only and for v>200 veh/h.
4. For the analysis direction only.
5. Use alternative Exhibit 15-14 if some trucks operate at crawl speeds on a specific downgrade.

* These items have been entered or edited to override calculated value

Phone: Fax:
E-Mail:

Directional Two-Lane Highway Segment Analysis

Analyst	Briana Byrne
Agency/Co.	W-Trans
Date Performed	11/4/2015
Analysis Time Period	Weekday PM Peak SB
Highway	Westside Road
From/To	Near 7097 Westside Rd
Jurisdiction	County of Sonoma
Analysis Year	2015
Description	Existing Plus Prj Conditions

Input Data

Highway class	Class 2		Peak hour factor, PHF	1.00	
Shoulder width	1.0	ft	% Trucks and buses	5	%
Lane width	12.0	ft	% Trucks crawling	0.0	%
Segment length	1.0	mi	Truck crawl speed	0.0	mi/hr
Terrain type	Rolling		% Recreational vehicles	2	%
Grade: Length	-	mi	% No-passing zones	100	%
Up/down	-	%	Access point density	17	/mi

Analysis direction volume, Vd 110 veh/h
Opposing direction volume, Vo 166 veh/h

Average Travel Speed

Direction	Analysis (d)		Opposing (o)	
PCE for trucks, ET	2.0*		2.0*	
PCE for RVs, ER	1.1		1.1	
Heavy-vehicle adj. factor, (note-5) fHV	0.951		0.951	
Grade adj. factor, (note-1) fg	0.68		0.72	
Directional flow rate, (note-2) vi	170	pc/h	242	pc/h

Free-Flow Speed from Field Measurement:		
Field measured speed, (note-3) S FM	-	mi/h
Observed total demand, (note-3) V	-	veh/h
Estimated Free-Flow Speed:		
Base free-flow speed, (note-3) BFFS	45.0	mi/h
Adj. for lane and shoulder width, (note-3) fLS	4.2	mi/h
Adj. for access point density, (note-3) fA	4.3	mi/h
Free-flow speed, FFSd	36.5	mi/h
Adjustment for no-passing zones, fnp	3.7	mi/h
Average travel speed, ATSd	29.6	mi/h
Percent Free Flow Speed, PFFS	81.1	%

Percent Time-Spent-Following

Direction	Analysis (d)	Opposing (o)
PCE for trucks, ET	1.8	1.8
PCE for RVs, ER	1.0	1.0
Heavy-vehicle adjustment factor, fHV	0.962	0.962
Grade adjustment factor, (note-1) fg	0.74	0.78
Directional flow rate, (note-2) vi	155 pc/h	221 pc/h
Base percent time-spent-following, (note-4) BPTSFd	18.0 %	
Adjustment for no-passing zones, fnp	55.9	
Percent time-spent-following, PTSFd	41.0 %	

Level of Service and Other Performance Measures

Level of service, LOS	B	
Volume to capacity ratio, v/c	0.09	
Peak 15-min vehicle-miles of travel, VMT15	28	veh-mi
Peak-hour vehicle-miles of travel, VMT60	110	veh-mi
Peak 15-min total travel time, TT15	0.9	veh-h
Capacity from ATS, CdATS	1227	veh/h
Capacity from PTSF, CdPTSF	1330	veh/h
Directional Capacity	1330	veh/h

Passing Lane Analysis

Total length of analysis segment, Lt	1.0	mi
Length of two-lane highway upstream of the passing lane, Lu	-	mi
Length of passing lane including tapers, Lpl	-	mi
Average travel speed, ATSd (from above)	29.6	mi/h
Percent time-spent-following, PTSFd (from above)	41.0	
Level of service, LOSd (from above)	B	

Average Travel Speed with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for average travel speed, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for average travel speed, Ld	-	mi
Adj. factor for the effect of passing lane on average speed, fpl	-	
Average travel speed including passing lane, ATSpl	-	
Percent free flow speed including passing lane, PFFSpl	0.0	%

Percent Time-Spent-Following with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for percent time-spent-following, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for percent time-spent-following, Ld	-	mi
Adj. factor for the effect of passing lane on percent time-spent-following, fpl	-	
Percent time-spent-following including passing lane, PTSFpl	-	%

Level of Service and Other Performance Measures with Passing Lane

Level of service including passing lane, LOSpl	A	
Peak 15-min total travel time, TT15	-	veh-h

Bicycle Level of Service

Posted speed limit, Sp	55
Percent of segment with occupied on-highway parking	0
Pavement rating, P	3
Flow rate in outside lane, vOL	110.0
Effective width of outside lane, We	18.85
Effective speed factor, St	4.79
Bicycle LOS Score, BLOS	3.66
Bicycle LOS	D

Notes:

1. Note that the adjustment factor for level terrain is 1.00, as level terrain is one of the base conditions. For the purpose of grade adjustment, specific dewngrade segments are treated as level terrain.
2. If vi (vd or vo) >= 1,700 pc/h, terminate analysis-the LOS is F.
3. For the analysis direction only and for v>200 veh/h.
4. For the analysis direction only.
5. Use alternative Exhibit 15-14 if some trucks operate at crawl speeds on a specific downgrade.

* These items have been entered or edited to override calculated value

HCS 2010: Two-Lane Highways Release 6.60

Phone: Fax:
E-Mail:

Directional Two-Lane Highway Segment Analysis

Analyst	Briana Byrne
Agency/Co.	W-Trans
Date Performed	11/4/2015
Analysis Time Period	Weekday PM Peak NB
Highway	Westside Road
From/To	Near 7097 Westside Rd
Jurisdiction	County of Sonoma
Analysis Year	2015
Description	Cumualtive 2040 + Prj Cond

Input Data

Highway class	Class 2		Peak hour factor, PHF	1.00	
Shoulder width	1.0	ft	% Trucks and buses	5	%
Lane width	12.0	ft	% Trucks crawling	0.0	%
Segment length	1.0	mi	Truck crawl speed	0.0	mi/hr
Terrain type	Rolling		% Recreational vehicles	2	%
Grade: Length	-	mi	% No-passing zones	100	%
Up/down	-	%	Access point density	17	/mi

Analysis direction volume, Vd 170 veh/h
Opposing direction volume, Vo 113 veh/h

Average Travel Speed

Direction	Analysis (d)		Opposing (o)	
PCE for trucks, ET	2.0*		2.0*	
PCE for RVs, ER	1.1		1.1	
Heavy-vehicle adj. factor, (note-5) fHV	0.951		0.951	
Grade adj. factor, (note-1) fg	0.73		0.68	
Directional flow rate, (note-2) vi	245	pc/h	175	pc/h

Free-Flow Speed from Field Measurement:		
Field measured speed, (note-3) S FM	-	mi/h
Observed total demand, (note-3) V	-	veh/h
Estimated Free-Flow Speed:		
Base free-flow speed, (note-3) BFFS	45.0	mi/h
Adj. for lane and shoulder width, (note-3) fLS	4.2	mi/h
Adj. for access point density, (note-3) fA	4.3	mi/h
Free-flow speed, FFSd	36.5	mi/h
Adjustment for no-passing zones, fnp	3.6	mi/h
Average travel speed, ATSd	29.7	mi/h
Percent Free Flow Speed, PFFS	81.2	%

Percent Time-Spent-Following

Direction		Analysis (d)		Opposing (o)	
PCE for trucks, ET		1.8		1.8	
PCE for RVs, ER		1.0		1.0	
Heavy-vehicle adjustment factor, fHV		0.962		0.962	
Grade adjustment factor, (note-1) fg		0.78		0.74	
Directional flow rate, (note-2) vi		227	pc/h	159	pc/h
Base percent time-spent-following, (note-4)	BPTSFd	24.0	%		
Adjustment for no-passing zones, fnp		56.1			
Percent time-spent-following, PTSFd		57.0	%		

Level of Service and Other Performance Measures

Level of service, LOS	C	
Volume to capacity ratio, v/c	0.13	
Peak 15-min vehicle-miles of travel, VMT15	43	veh-mi
Peak-hour vehicle-miles of travel, VMT60	170	veh-mi
Peak 15-min total travel time, TT15	1.4	veh-h
Capacity from ATS, CdATS	0	veh/h
Capacity from PTSF, CdPTSF	1259	veh/h
Directional Capacity	1259	veh/h

Passing Lane Analysis

Total length of analysis segment, Lt	1.0	mi
Length of two-lane highway upstream of the passing lane, Lu	-	mi
Length of passing lane including tapers, Lpl	-	mi
Average travel speed, ATSd (from above)	29.7	mi/h
Percent time-spent-following, PTSFd (from above)	57.0	
Level of service, LOSd (from above)	C	

Average Travel Speed with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for average travel speed, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for average travel speed, Ld	-	mi
Adj. factor for the effect of passing lane on average speed, fpl	-	
Average travel speed including passing lane, ATSpl	-	
Percent free flow speed including passing lane, PFFSpl	0.0	%

Percent Time-Spent-Following with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for percent time-spent-following, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for percent time-spent-following, Ld	-	mi
Adj. factor for the effect of passing lane on percent time-spent-following, fpl	-	
Percent time-spent-following including passing lane, PTSFpl	-	%

Level of Service and Other Performance Measures with Passing Lane

Level of service including passing lane, LOSpl	A	
Peak 15-min total travel time, TT15	-	veh-h

Bicycle Level of Service

Posted speed limit, Sp	55
Percent of segment with occupied on-highway parking	0
Pavement rating, P	3
Flow rate in outside lane, vOL	170.0
Effective width of outside lane, We	13.00
Effective speed factor, St	4.79
Bicycle LOS Score, BLOS	4.81
Bicycle LOS	E

Notes:

1. Note that the adjustment factor for level terrain is 1.00, as level terrain is one of the base conditions. For the purpose of grade adjustment, specific dewngrade segments are treated as level terrain.
2. If vi (vd or vo) >= 1,700 pc/h, terminate analysis-the LOS is F.
3. For the analysis direction only and for v>200 veh/h.
4. For the analysis direction only.
5. Use alternative Exhibit 15-14 if some trucks operate at crawl speeds on a specific downgrade.

* These items have been entered or edited to override calculated value

HCS 2010: Two-Lane Highways Release 6.60

Phone: Fax:
E-Mail:

Directional Two-Lane Highway Segment Analysis

Analyst	Briana Byrne
Agency/Co.	W-Trans
Date Performed	11/4/2015
Analysis Time Period	Weekday PM Peak SB
Highway	Westside Road
From/To	Near 7097 Westside Rd
Jurisdiction	County of Sonoma
Analysis Year	2015
Description	Cumualtive 2040 + Prj Cond

Input Data

Highway class	Class 2		Peak hour factor, PHF	1.00	
Shoulder width	1.0	ft	% Trucks and buses	5	%
Lane width	12.0	ft	% Trucks crawling	0.0	%
Segment length	1.0	mi	Truck crawl speed	0.0	mi/hr
Terrain type	Rolling		% Recreational vehicles	2	%
Grade: Length	-	mi	% No-passing zones	100	%
Up/down	-	%	Access point density	17	/mi

Analysis direction volume, Vd 113 veh/h
Opposing direction volume, Vo 170 veh/h

Average Travel Speed

Direction	Analysis (d)	Opposing (o)
PCE for trucks, ET	2.0*	2.0*
PCE for RVs, ER	1.1	1.1
Heavy-vehicle adj. factor, (note-5) fHV	0.951	0.951
Grade adj. factor, (note-1) fg	0.68	0.73
Directional flow rate, (note-2) vi	175 pc/h	245 pc/h

Free-Flow Speed from Field Measurement:		
Field measured speed, (note-3) S FM	-	mi/h
Observed total demand, (note-3) V	-	veh/h
Estimated Free-Flow Speed:		
Base free-flow speed, (note-3) BFFS	45.0	mi/h
Adj. for lane and shoulder width, (note-3) fLS	4.2	mi/h
Adj. for access point density, (note-3) fA	4.3	mi/h
Free-flow speed, FFSd	36.5	mi/h
Adjustment for no-passing zones, fnp	3.7	mi/h
Average travel speed, ATSd	29.6	mi/h
Percent Free Flow Speed, PFFS	80.9	%

Percent Time-Spent-Following

Direction	Analysis (d)		Opposing (o)	
PCE for trucks, ET	1.8		1.8	
PCE for RVs, ER	1.0		1.0	
Heavy-vehicle adjustment factor, fHV	0.962		0.962	
Grade adjustment factor, (note-1) fg	0.74		0.78	
Directional flow rate, (note-2) vi	159	pc/h	227	pc/h
Base percent time-spent-following, (note-4) BPTSFd	18.2	%		
Adjustment for no-passing zones, fnp	56.1			
Percent time-spent-following, PTSFd	41.3	%		

Level of Service and Other Performance Measures

Level of service, LOS	B	
Volume to capacity ratio, v/c	0.09	
Peak 15-min vehicle-miles of travel, VMT15	28	veh-mi
Peak-hour vehicle-miles of travel, VMT60	113	veh-mi
Peak 15-min total travel time, TT15	0.9	veh-h
Capacity from ATS, CdATS	1233	veh/h
Capacity from PTSF, CdPTSF	1330	veh/h
Directional Capacity	1330	veh/h

Passing Lane Analysis

Total length of analysis segment, Lt	1.0	mi
Length of two-lane highway upstream of the passing lane, Lu	-	mi
Length of passing lane including tapers, Lpl	-	mi
Average travel speed, ATSd (from above)	29.6	mi/h
Percent time-spent-following, PTSFd (from above)	41.3	
Level of service, LOSd (from above)	B	

Average Travel Speed with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for average travel speed, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for average travel speed, Ld	-	mi
Adj. factor for the effect of passing lane on average speed, fpl	-	
Average travel speed including passing lane, ATSpl	-	
Percent free flow speed including passing lane, PFFSpl	0.0	%

Percent Time-Spent-Following with Passing Lane

Downstream length of two-lane highway within effective length of passing lane for percent time-spent-following, Lde	-	mi
Length of two-lane highway downstream of effective length of the passing lane for percent time-spent-following, Ld	-	mi
Adj. factor for the effect of passing lane on percent time-spent-following, fpl	-	
Percent time-spent-following including passing lane, PTSFpl	-	%

Level of Service and Other Performance Measures with Passing Lane

Level of service including passing lane, LOSpl	A	
Peak 15-min total travel time, TT15	-	veh-h

Bicycle Level of Service

Posted speed limit, Sp	55
Percent of segment with occupied on-highway parking	0
Pavement rating, P	3
Flow rate in outside lane, vOL	113.0
Effective width of outside lane, We	18.66
Effective speed factor, St	4.79
Bicycle LOS Score, BLOS	3.71
Bicycle LOS	D

Notes:

1. Note that the adjustment factor for level terrain is 1.00, as level terrain is one of the base conditions. For the purpose of grade adjustment, specific dewngrade segments are treated as level terrain.
2. If vi (vd or vo) >= 1,700 pc/h, terminate analysis-the LOS is F.
3. For the analysis direction only and for v>200 veh/h.
4. For the analysis direction only.
5. Use alternative Exhibit 15-14 if some trucks operate at crawl speeds on a specific downgrade.

* These items have been entered or edited to override calculated value

HCS 2010: Two-Lane Highways Release 6.60

Phone: Fax:
E-Mail:

Directional Two-Lane Highway Segment Analysis

Analyst	Briana Byrne
Agency/Co.	W-Trans
Date Performed	11/4/2015
Analysis Time Period	Weekday PM Peak NB
Highway	Westside Road
From/To	Near 7097 Westside Rd
Jurisdiction	County of Sonoma
Analysis Year	2015
Description	Cumualtive 2040 Cond Sens An

Input Data

Highway class	Class 2		Peak hour factor, PHF	1.00	
Shoulder width	1.0	ft	% Trucks and buses	5	%
Lane width	12.0	ft	% Trucks crawling	0.0	%
Segment length	1.0	mi	Truck crawl speed	0.0	mi/hr
Terrain type	Rolling		% Recreational vehicles	2	%
Grade: Length	-	mi	% No-passing zones	100	%
Up/down	-	%	Access point density	17	/mi

Analysis direction volume, Vd 415 veh/h
Opposing direction volume, Vo 365 veh/h

Average Travel Speed

Direction	Analysis(d)		Opposing (o)	
PCE for trucks, ET	2.0*		2.0*	
PCE for RVs, ER	1.1		1.1	
Heavy-vehicle adj. factor,(note-5) fHV	0.951		0.951	
Grade adj. factor,(note-1) fg	0.91		0.88	
Directional flow rate,(note-2) vi	480	pc/h	436	pc/h

Free-Flow Speed from Field Measurement:		
Field measured speed,(note-3) S FM	-	mi/h
Observed total demand,(note-3) V	-	veh/h
Estimated Free-Flow Speed:		
Base free-flow speed,(note-3) BFFS	45.0	mi/h
Adj. for lane and shoulder width,(note-3) fLS	4.2	mi/h
Adj. for access point density,(note-3) fA	4.3	mi/h
Free-flow speed, FFSd	36.5	mi/h
Adjustment for no-passing zones, fnp	2.5	mi/h
Average travel speed, ATSd	26.9	mi/h
Percent Free Flow Speed, PFFS	73.6	%

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APR 14 2015
PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT
COUNTY OF SONOMA

Whitlock & Weinberger
Transportation, Inc.
490 Mendocino Avenue
Suite 201
Santa Rosa, CA 95401
voice 707.542.9500
fax 707.542.9590
web www.w-trans.com

February 23, 2015

Mr. David Ramey
Ramey Vineyards LLC
P.O. Box 788
Healdsburg, CA 95448

Traffic Study for the Ramey Winery Project

Dear Mr. Ramey;

Whitlock & Weinberger Transportation, Inc. (W-Trans) has completed a focused traffic analysis addressing potential traffic impacts associated with a proposed winery project at 7097 Westside Road outside Healdsburg in the County of Sonoma. The project as proposed would include production of 60,000 cases of wine, a tasting room, retail sales and up to 24 special events annually. The site was previously occupied by Westside Farms.

Existing Conditions

The study area consisted of the section of Westside Road providing access to the project site. Westside Road is a two-lane rural roadway with a paved width of approximately 25 to 26 feet in the vicinity of the project site. It is marked with a double yellow centerline, and there is not a posted speed limit, though the curvilinear alignment keeps speeds lower than the *prima facie* 55 mph speed limit that would apply in the absence of a lower limit established by the County of Sonoma, though a speed survey performed at the driveway indicates that in the vicinity of the project site drivers are generally traveling about 30 to 35 mph. The current volume on Westside Road is about 3,000 ADT near Felta Road based on counts performed by the County in August 2012, but drops to about 1,050 vehicles per day near the project site based on counts obtained on July 16, 2013 specifically for this analysis. A copy of the traffic count taken near the site driveway is enclosed for reference.

Collision History

The collision history for the study area was reviewed to determine any trends or patterns that may indicate a safety issue. Collision rates were calculated based on records available from the California Highway Patrol as published in their Statewide Integrated Traffic Records System (SWITRS) reports. The most current five-year period available is July 1, 2006 through June 30, 2011.

One collision was reported on Westside Road during the study period within a half-mile of the project site. This translates to a calculated collision rate of 0.55 collisions per million vehicle miles (c/mvm). This was compared to the average collision rate for similar segments statewide, as indicated in *2009 Collision Data on California State Highways*, California Department of Transportation, which is 1.58 c/mvm. Since the collision rate was determined to be below average, and there was only one crash reported during this time period, the segment appears to be operating within expected safety parameters. A copy of the collision rate calculations is enclosed.

Project Description

The proposed project includes activities spread among a number of buildings located on both sides of Westside Road. The production of wine would take place in buildings on the west side of the roadway, with access via an existing driveway serving a residence at that location. Only activities typically associated with production and sales of wine would occur at the winery and attached caves. Parking for production employees, sales staff, and commercial visitors would be provided at the winery building. The tasting room and spaces for marketing events would be located on the east side of the road. Parking for tasting room employees and visitors as well as event guests would be provided on the same site.

Trip Generation

For purposes of estimating the number of new trips that proposed projects can be expected to generate, *Trip Generation Manual*, 9th Edition, Institute of Transportation Engineers, 2012, is typically used. Since this publication does not contain information for wineries, Sonoma County's Winery Trip Generation form was used to determine the potential trip generation for the proposed project. A copy of the Winery Trip Generation form for the proposed project is enclosed.

It is anticipated that the proposed new winery including the tasting room would have a total of 15 employees, each generating an average of three trips per day. Truck traffic associated with winery operations is expected to consist of five trips per day, on average. An average of 52 visitors per day is expected for tasting, generating 42 trips daily assuming average vehicle occupancy of 2.5 visitors per vehicle. As shown in Table 1, the proposed project is expected to generate an average of 92 vehicle trips per day.

Table 1
Trip Generation Summary

Trip Type	Average Daily Trips		
	Unit	Rate	Trips
Employees	12	3.0	36
Tasting Visitors	52	0.8	42
Tasting Room Employees	3	3.0	9
Trucks	n/a	n/a	5
Total			**92**

Special Events

The project application includes provisions for 24 special events per year, including 10 events with 30 persons in attendance, five 60-person catered events, five 120-person events and four 300-person outdoor events, two of which would be industry-wide. It is assumed that a maximum sized 300-person event would require a staff of 14. Using an occupancy of 2.5 vehicles per guests and solo occupancy for staff, a maximum sized event would be expected to generate 254 trip ends at the driveway, including 127 inbound trips at the start of the event and 127 outbound trips upon its conclusion. Copies of the special event forms are enclosed.

It should be noted that Westside Farms, the previous use of this site, held a harvest market each fall which included a pumpkin patch, hay rides, and sales of hand-crafted foods and gift items. This event, which lasted for approximately the month of October each year, drew up to 600 persons on a peak day. This prior use generated substantially more event traffic during the month of October than the currently proposed project will generate over the course of an entire year.

Access and Circulation

Field conditions at the site driveway were field evaluated to determine adequacy of sight distance as well as to identify any potential for conflict between the opposing driveways for the winery site and tasting room site. The tasting room driveway is on the easterly side of the roadway, opposite and offset from the winery driveway. Conflicts with traffic to and from the opposing driveways are not expected.

Sight Distance

At driveways a substantially clear line of sight should be maintained between the driver of a vehicle waiting on the driveway and the driver of an approaching vehicle. Adequate time must be provided for the waiting vehicle to either turn left, or right, without requiring the through traffic to radically alter their speed. Sight distances along Westside Road from the existing driveway locations were evaluated based on sight distance criteria contained in *A Policy on Geometric Design on Highways and Streets* published by American Association of State Highway and Transportation Officials (AASHTO). These guidelines are based upon approach travel speeds, and take into account which direction a vehicle would turn onto the major approach, with greater sight distance needed for the more time-consuming task of turning left as compared to turning right. Although sight distance requirements are not technically applicable to driveways, the stopping sight distance criterion for private street intersections was applied for evaluation purposes.

The prima facie speed is 55 mph, but based on a radar speed survey performed at the driveway, the curves at either side of the site effectively reduce speeds to an average of 30 mph and 85th, or critical speed of 35 mph approaching the driveway. A copy of the speed survey is enclosed. The minimum stopping sight distance needed for an approach speed of 35 mph is 250 feet.

Sight distance was measured from a 3.5-foot height at the location of the driver on the minor road to a 4.25-foot object height in the center of the approaching lane of the major road. Sight lines were field measured from a point 15 feet back from the edge of pavement. The Westside Farms sign currently restricts sight lines toward the north from the tasting room driveway on the easterly side of the road. This sign will need to be removed to provide adequate sight line; once removed there will be more than 400 feet of sight distance to the north. To the south of the driveway there is more than 400 feet of sight distance, which is more than adequate for the speed of traffic.

While existing sight lines to the south are adequate for the winery driveway on the westerly side of Westside Road, the curve north of the driveway limits sight lines to less than the 250 feet recommended. However, as shown on the attached exhibit, measures are to be taken to remove and/or trim vegetation and shave back the hillside as necessary to achieve the 250 feet of sight distance needed for the critical approach speed.

It is noted that there is a mirror on the east side of the road that provides adequate visibility of oncoming traffic to drivers exiting the driveway. Mirrors are not typically recommended along public roadways, in part because the mirror would either need to be in the public right-of-way or on another person's property. In this case, the property on both sides of the road belongs to the same owner, so the mirror can be maintained on private property and outside the public right-of-way. Because the mirror may

further extend sight lines beyond the minimum needed, it is suggested that the mirror be retained so that the infrequent vehicle traveling at higher speeds can be seen approaching from an adequate distance.

Pedestrian Access

Based on the project proposal it is anticipated that pedestrian trips between the winery and tasting room will be infrequent, and limited to employees. The operation as proposed is not expected to result in any need for guests to cross from one side of Westside Road to the other. Recommended sight lines are shown on the enclosed exhibit.

Turn Lane Warrants

The need for turn lanes on Westside Road was evaluated based on criteria contained in the *Intersection Channelization Design Guide*, National Cooperative Highway Research Program (NCHRP) Report No. 279, Transportation Research Board, 1985, as well as a more recent update of the methodology developed by the Washington State Department of Transportation. Traffic counts for both the a.m. and p.m. peak hours were used for the evaluation.

For this analysis it was conservatively assumed that all project related traffic would access the site via southbound left turns as this condition represents the greatest potential need for a left-turn pocket. Although special events would not typically start during a peak hour, to evaluate worst case conditions, inbound trips to a time-specific event (one that would have its arriving traffic consolidated into a short time period) were used along with the higher peak hour volumes near Felta Road. Even using this conservative approach a left-turn lane is not warranted.

Based on the evaluation performed as well as the lack of left-turn pockets for any of the other wineries on Westside Road, a left-turn pocket is not recommended. A copy of the Turn Lane Warrant spreadsheet is enclosed.

Conclusions and Recommendations

- Based on the review and analysis performed, it is anticipated that the proposed project will have a limited impact on traffic operation along Westside Road, and will actually generate fewer special event trips that the previous use for Westside Farms.

- Westside Road has experienced collisions at a rate below the statewide average, so exhibits an acceptable safety condition.

- Sight distance from the tasting room driveway on the east side of Westside Road is generally adequate, though the existing "Westside Farms" sign should be removed and this area left clear to provide acceptable sight distance to the north.

- Sight distance to the north from the winery driveway on the west side of the road is adequate to the south, but inadequate to the north. The proposed measures, including removing and/or trimming vegetation together with shaving back the hillside as necessary, should be implemented.

- Very little pedestrian traffic is expected between the winery and tasting room, and that will be limited to staff. However, should other pedestrian traffic be generated, sight lines will be adequate for such crossings upon implementation of the proposed measures noted above.

- A left-turn lane is neither warranted nor recommended on Westside Road at the project's driveways. We hope that the above information adequately addresses the proposed winery project's potential impacts. Feel free to contact me if you have any questions or comments. Thank you for allowing us to provide these services.

Sincerely,

Dalene J. Whitlock, PE, PTOE
Principal

REGISTERED PROFESSIONAL ENGINEER
DALENE J. WHITLOCK
TR001552
TRAFFIC
STATE OF CALIFORNIA

DJW/djw/SOX472.L1

Enclosures:
Traffic Count
Segment Collision Rate Calculation
Winery Trip Generation
Special Event Forms
Radar Speed Survey
Sight Distance Exhibits
Turn Lane Warrant Analysis

Volumes for: Tuesday, July 16, 2013 City: Sonoma County Project #: 13-7398-001
Location: Westside Road about 1 mile south of Sweetwater Springs Road.

Start	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
Time	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00	0	7			0	14				
12:15	0	11			0	14				
12:30	0	8			0	12				
12:45	0	10	0	36	0	7	0	47	0	83
1:00	0	9			0	6				
1:15	3	8			1	6				
1:30	0	11			0	15				
1:45	0	14	3	42	0	9	1	36	4	78
2:00	0	3			0	8				
2:15	0	7			0	6				
2:30	1	12			0	7				
2:45	0	15	1	37	0	8	0	29	1	66
3:00	0	16			1	6				
3:15	0	11			0	11				
3:30	0	22			0	12				
3:45	0	21	0	70	0	15	1	44	1	114
4:00	0	21			0	16				
4:15	0	15			0	12				
4:30	0	18			0	11				
4:45	1	10	1	64	3	9	3	48	4	112
5:00	1	22			2	9				
5:15	1	26			0	8				
5:30	7	21			4	7				
5:45	1	10	10	79	2	11	8	35	18	114
6:00	1	8			5	9				
6:15	1	8			5	9				
6:30	2	9			2	8				
6:45	0	5	4	30	8	5	20	31	24	61
7:00	4	6			3	6				
7:15	4	5			10	4				
7:30	2	4			7	5				
7:45	3	5	13	20	10	6	30	21	43	41
8:00	4	2			6	4				
8:15	1	3			6	5				
8:30	4	2			7	2				
8:45	0	4	9	11	9	4	28	15	37	26
9:00	4	5			9	1				
9:15	3	2			12	0				
9:30	5	3			10	3	0			
9:45	4	0	16	10	11	1	42	5	58	15
10:00	2	2			4	2				
10:15	5	0			9	4				
10:30	10	1			11	1				
10:45	7	1	24	4	9	0	33	7	57	11
11:00	10	2			6	1				
11:15	8	2			9	2				
11:30	7	0			10	1				
11:45	10	1	35	5	10	0	35	4	70	9
Total	116	408	116	408	201	322	201	322	317	730
Combined Total	524		524		523		523		1047	
AM Peak	11:45 AM				11:45 AM					
Vol.	36				50					
P.H.F.	0.818				0.893					
PM Peak		3:30 PM				3:30 PM				
Vol.		79				55				
P.H.F.		0.966				0.859				
Percentage	22.1%	77.9%			38.4%	61.6%				

SEGMENT COLLISION RATE CALCULATIONS

County of Sonoma

Location: Westside Road

Date of Count: Tuesday, July 16, 2013
ADT: 1,000

Number of Collisions: 1
Number of Injuries: 0
Number of Fatalities: 0
Start Date: July 1, 2006
End Date: June 30, 2011
Number of Years: 5

Highway Type: Conventional 2 lanes or less
Area: Rural
Design Speed: <=55
Terrain: Rolling/Mountain

Segment Length: 1.0 miles
Direction: North/South

$$\frac{\text{Number of Collisions x 1 Million}}{\text{ADT x 365 Days per Year x Segment Length x Number of Years}}$$

$$\frac{1 \times 1{,}000{,}000}{1{,}000 \times 365 \times 1 \times 5}$$

	Collision Rate		Fatality Rate	Injury Rate
Study Segment	**0.55**	**c/mvm**	**0.0%**	**0.0%**
Statewide Average*	**1.58**	**c/mvm**	**2.4%**	**43.6%**

ADT = average daily traffic volume
c/mvm = collisions per million vehicle miles
* 2009 Collision Data on California State Highways, Caltrans

Winery Trip Generation

Winery: Ramey Wine Cellars
Location: 7097 Westside Road, Healdsburg, CA
Annual Full Production: 60000 cases

WINERY OPERATIONS

Employee traffic using passenger vehicles, in average ADT

Item Description	Employees				Trips			
	Existing	Proposed (year round)	Proposed (harvest period)	Proposed (bottling period)	Existing	Proposed (year round)	Proposed (harvest period)	Proposed (bottling period)
Winery Production	0	3	3	--	0	9	9	--
Cellar / Storage	0	4	9	--	0	12	27	--
Administrative	2	2	2	--	6	6	6	--
Sales	0	3	3	--	0	9	9	--
Bottling	0	0	--	0	0	0	--	0
Other staff (describe):					0	0	0	0
Totals	**2**	**12**	**17**	**0**	**6**	**36**	**51**	**0**

Truck traffic associated with winery operations (average ADT)

Item Description		Existing	Proposed
Grape Importation Truck loads per year: Dates of Activity:	54; 18 truck(s) at 20 tons/truck; and 36 truck(s) at 10 tons/truck August through November	0.00	0.41
Juice Importation Truck loads per year: Dates of Activity:	None	0.00	0.00
Juice/Fruit Exportation Truck loads per year: Dates of Activity:	None September through October	0.09	0.00
Pomace Disposal Truck loads per year: Dates of Activity: Disposed:	0 August through November	0.00	0.00
Bottle Delivery Truck loads per year: Dates of Activity:	30 truck(s) at 2023 cases/truck January through February	0.00	0.23
Barrel Delivery Truck loads per year: Dates of Activity:	8 truck(s) at 50 barrels/truck August through October	0.00	0.06
Finished Wine Transportation to storage/sales Truck loads per year: Dates of Activity:	57 truck(s) at 1047 cases/truck January through February	0.00	0.43
Less Backhauls Truck loads per year: Dates of Activity:	-27 truck(s) January through February	0.00	-0.20
Miscellaneous trips Truck loads per year: Dates of Activity:	591 trucks January through December	0.00	4.48
Totals		**0.09**	**5.40**

VINEYARD OPERATIONS

Employee trips associated with vineyard operations (in average ADT)

Item Description	Employees		Trips	
	Existing	Proposed	Existing	Proposed
Vineyard Maintenance: Year Round	2	2	6	6
Vineyard Maintenance: Peak Season	30	30	15	15
Totals	**32**	**32**	**21**	**21**

Winery Trip Generation

TASTING ROOM OPERATIONS

Item Description	Persons		Trips	
	Existing	Proposed	Existing	Proposed
Average Tasting Room Visitors	416	52	332	42
Tasting Room Employees	8	3	24	9
Totals	**424**	**55**	**356**	**51**

	Tasting Room		Production	
	Existing	Proposed	Existing	Proposed
Months of Operation	October	Year Round	Year Round	Year Round
Days of Operation - Non-Harvest Season	Daily	Daily	Mon-Fri	Monday - Friday
Days of Operation - Harvest Season	Daily	Daily	Daily	Daily
Hours of Operation - Non-Harvest Season	10:00 am - 5:00 pm	10:00 am - 5:00 pm	7:00 am - 4:00 pm	8:00 am - 5:00 pm
Hours of Operation - Harvest Season	10;00 am - 5:00 pm	10:00 am - 5:00 pm	7:00 am - 4:00 pm	7:00 am - 10:00 pm

MISCELLANEOUS OTHER TRAFFIC GENERATORS

Item Description	Existing	Proposed
Event Traffic Enter Event Information on Schedule Tab	40	5
Other Trips (If Applicable) None		
Totals	**40**	**5**

SUMMARY (During Non-Harvest Period)

Item Description	Existing	Proposed
Winery Operations (employees)	6	36
Winery Operations (truck traffic)	0	5
Vineyard Operations (employees)	21	21
Tasting Room Traffic (employees and visitors)	356	51
Event Traffic (employee and visitors)	40	5
Miscellaneous other traffic generators	0	0
Totals	**423**	**118**

Variation in ADT during the coarse of a typical full production year (Proposed Trips)

Month	January	February	March	April	May	June
Total Trips	97	92	110	100	102	107

Month	July	August	September	October	November	December
Total Trips	116	222	207	222	96	89

Notes:
Employees - Assume 3 ADT per employee
Visitors - Assume 2.5 person per vehicle occupancy

EVENT SCHEDULE

Name of Facility: Ramey Winery **PRMD File Number:** _____
Type of event shown on this sheet: Ag Promotional

Estimated total number of events of this type on	January	February	March	April	May	June	July	August	September	October	November	December
Weekdays (Mon – Thur)		1				1						
Fridays			1				1					
Saturdays				1	1			1	1	1	1	
Sundays												

Estimated activity for typical (max?) event	? to 10 a.m.	10 to 11 a.m.	11 to 12 a.m.	12 to 1 p.m.	1 to 2 p.m.	2 to 3 p.m.	3 to 4 p.m.	4 to 5 p.m.	5 to 6 p.m.	6 to 7 p.m.	7 to 8 p.m.	8 p.m. to ?

For weekday events										**Start**		**End**
# guests / event										30		
# employees / event										3		
# guest vehicles / event										12		
# employees / vehicles										3		

For Friday events										**Start**		**End**
# guests / event										30		
# employees / event										3		
# guest vehicles / event										12		
# employees / vehicles										3		

For Saturday events			**Start**				**End**					
# guests / event			30									
# employees / event			3									
# guest vehicles / event			12									
# employees / vehicles			3									

For Sunday events												
# guests / event												
# employees / event												
# guest vehicles / event												
# employees / vehicles												

EVENT SCHEDULE

Name of Facility: Ramey Winery **PRMD File Number:** _____
Type of event shown on this sheet: Ag Promotional

Estimated total number of events of this type on:	January	February	March	April	May	June	July	August	September	October	November	December
Weekdays (Mon – Thur)					1							
Fridays									1			
Saturdays								1		1	1	
Sundays												

Estimated activity for typical (max?) event	? to 10 a.m.	10 to 11 a.m.	11 to 12 a.m.	12 to 1 p.m.	1 to 2 p.m.	2 to 3 p.m.	3 to 4 p.m.	4 to 5 p.m.	5 to 6 p.m.	6 to 7 p.m.	7 to 8 p.m.	8 p.m. to ?

For weekday events										**Start**		**End**
# guests / event										60		
# employees / event										4		
# guest vehicles / event										24		
# employees / vehicles										4		

For Friday events										**Start**		**End**
# guests / event										60		
# employees / event										4		
# guest vehicles / event										24		
# employees / vehicles										4		

For Saturday events			**Start**							**End**		
# guests / event			60									
# employees / event			4									
# guest vehicles / event			24									
# employees / vehicles			4									

For Sunday events												
# guests / event												
# employees / event												
# guest vehicles / event												
# employees / vehicles												

EVENT SCHEDULE

Name of Facility: Ramey Winery **PRMD File Number:** _____
Type of event shown on this sheet: Ag Promotional

Estimated total number of events of this type on	January	February	March	April	May	June	July	August	September	October	November	December
Weekdays (Mon – Thur)												
Fridays												
Saturdays				1		1		1		1		1
Sundays												

Estimated activity for typical (max?) event	9 to 10 a.m.	10 to 11 a.m.	11 to 12 a.m.	12 to 1 p.m.	1 to 2 p.m.	2 to 3 p.m.	3 to 4 p.m.	4 to 5 p.m.	5 to 6 p.m.	6 to 7 p.m.	7 to 8 p.m.	8 to 9 p.m.
For weekday events												
# guests / event												
# employees / event												
# guest vehicles / event												
# employees / vehicles												
For Friday events												
# guests / event												
# employees / event												
# guest vehicles / event												
# employees / vehicles												
For Saturday events	**Start**											**End**
# guests / event	120											
# employees / event	7											
# guest vehicles / event	48											
# employees / vehicles	7											
For Sunday events												
# guests / event												
# employees / event												
# guest vehicles / event												
# employees / vehicles												

EVENT SCHEDULE

Name of Facility: Ramey Winery **PRMD File Number:** _____
Type of event shown on this sheet: Ag Promotional

Estimated total number of events of this type on	January	February	March	April	May	June	July	August	September	October	November	December
Weekdays (Mon – Thur)												
Fridays												
Saturdays			1									
Sundays			1									

Estimated activity for typical (max?) event	9 to 10 a.m.	10 to 11 a.m.	11 to 12 a.m.	12 to 1 p.m.	1 to 2 p.m.	2 to 3 p.m.	3 to 4 p.m.	4 to 5 p.m.	5 to 6 p.m.	6 to 7 p.m.	7 to 8 p.m.	8 to 9 p.m.
For weekday events												
# guests / event												
# employees / event												
# guest vehicles / event												
# employees / vehicles												
For Friday events												
# guests / event												
# employees / event												
# guest vehicles / event												
# employees / vehicles												
For Saturday events	**Start**											**End**
# guests / event	300											
# employees / event	14											
# guest vehicles / event	120											
# employees / vehicles	14											
For Sunday events	**Start**											**End**
# guests / event	300											
# employees / event	14											
# guest vehicles / event	120											
# employees / vehicles	14											

EVENT SCHEDULE

Name of Facility: Ramey Winery **PRMD File Number:** _____
Type of event shown on this sheet: Industry-wide

Estimated total number of events of this type on	January	February	March	April	May	June	July	August	September	October	November	December
Weekdays (Mon – Thur)												
Fridays												
Saturdays	1											
Sundays	1											

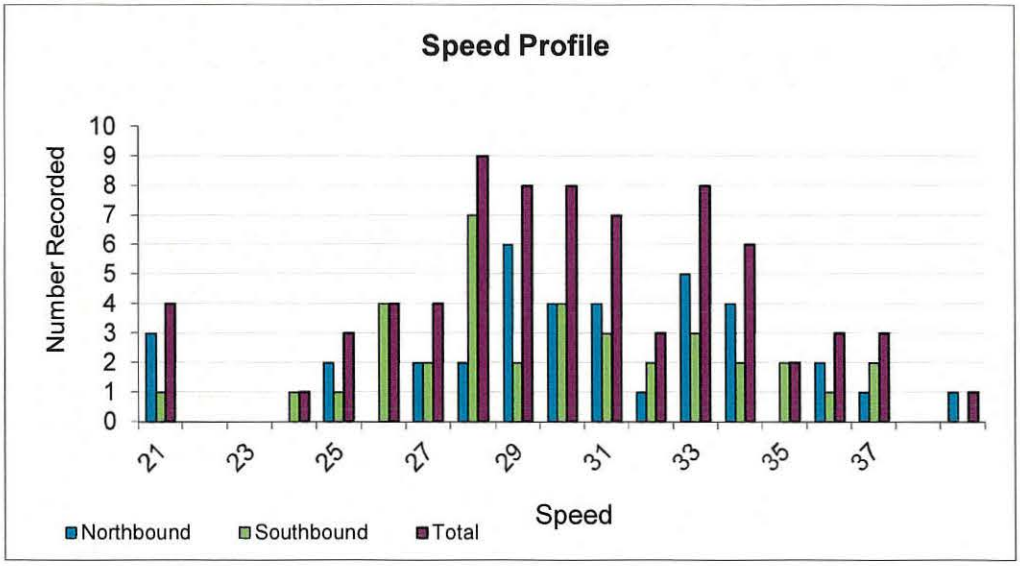
Estimated activity for typical (max?) event	9 to 10 a.m.	10 to 11 a.m.	11 to 12 a.m.	12 to 1 p.m.	1 to 2 p.m.	2 to 3 p.m.	3 to 4 p.m.	4 to 5 p.m.	5 to 6 p.m.	6 to 7 p.m.	7 to 8 p.m.	8 to 9 p.m.
For weekday events												
# guests / event												
# employees / event												
# guest vehicles / event												
# employees / vehicles												
For Friday events												
# guests / event												
# employees / event												
# guest vehicles / event												
# employees / vehicles												
For Saturday events	**Start**											**End**
# guests / event	300											
# employees / event	14											
# guest vehicles / event	120											
# employees / vehicles	14											
For Sunday events	**Start**											**End**
# guests / event	300											
# employees / event	14											
# guest vehicles / event	120											
# employees / vehicles	14											

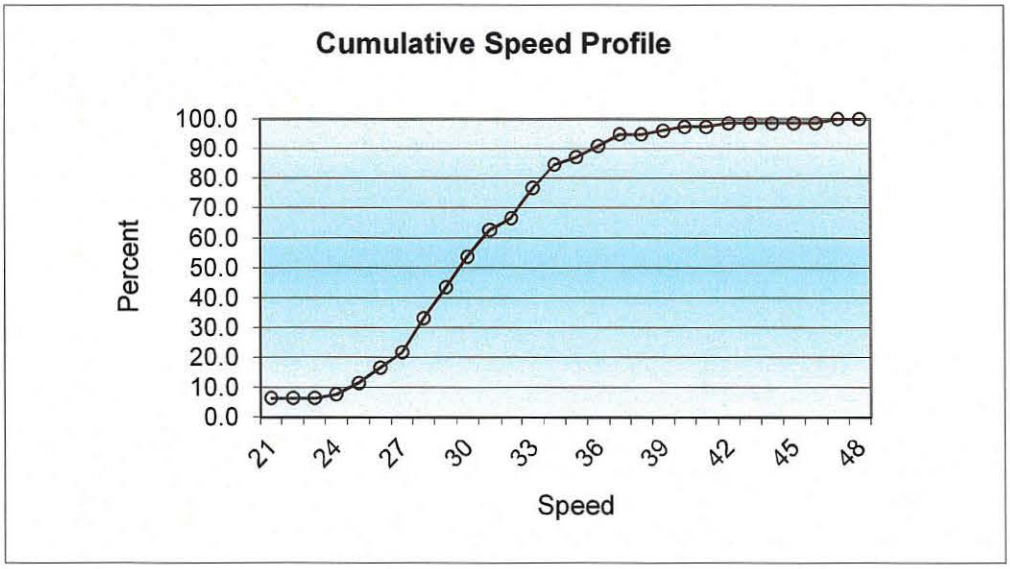
County of Sonoma
Radar Speed Survey

Location: 7097 Westside Road

Observations and Evaluation

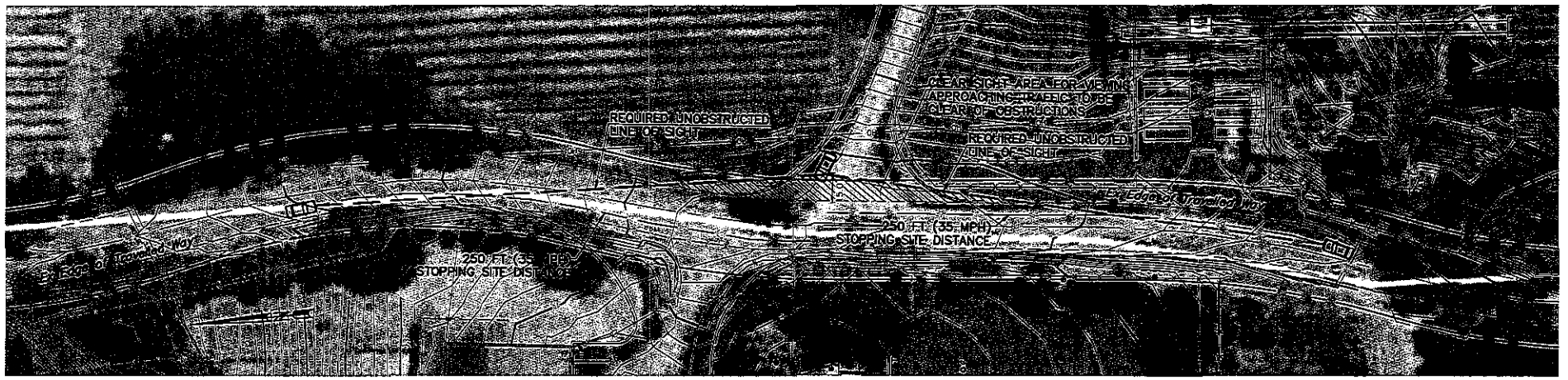
Volume (ADT):	1,000 vpd	*Vehicles Sampled:*	78
Segment Length:	1 miles	*85th Percentile Speed:*	35 mph
Collisions:	1 crash	*Mean (50th Percentile) Speed:*	30 mph
Evaluation Period:	5 years	*Pace:* 24 to	34 mph
Collision Rate:	0.55 c/mvm (collisions per million vehicle miles)	*Percent in Pace:*	76.9%
Statewide Average Rate:	**1.52** c/mvm		





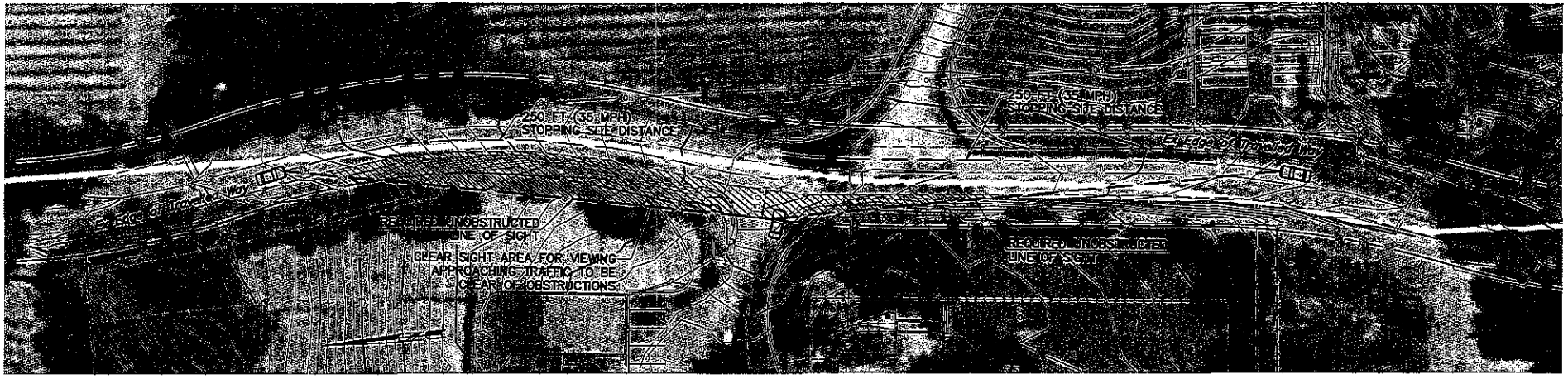
Date Data Collected:	02/11/15	*Start Time:*	10:40 AM	*Weather:*	Sunny
Day of the Week:	Wednesday	*End Time:*	12:40 PM	*Recorder:*	SJ

w-trans



STOPPING SIGHT DISTANCE - TASTING ROOM ENTRANCE

SCALE: 1"=50'



STOPPING SIGHT DISTANCE - WINERY ENTRANCE

SCALE: 1"=50'

UNOBSTRUCTED VIEW FOR STOPPING DISTANCE

+ DESIGN SPEED: 35 MPH (SEE W-TRANS TRAFFIC STUDY)
+ STOPPING DISTANCE: 250 FT
+ SETBACK FROM EDGE OF TRAVELED WAY: 15 FT
+ CLEAR LINE OF SIGHT SHALL BE ACHIEVED BY TRIMMING TREES AND SHAVING NORTHWEST HILLSIDE IF NECESSARY

PER A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, AASHTO (2010)

February 16, 2015

SIGHT DISTANCE EXHIBIT

RAMEY WINERY
7079 Westside Rd, Healdsburg, CA

adobe associates, inc.
civil engineering | land surveying | wastewater
1220 N. Dutton Ave., Santa Rosa, CA 95401
P. (707) 541-2300 F. (707) 541-2301
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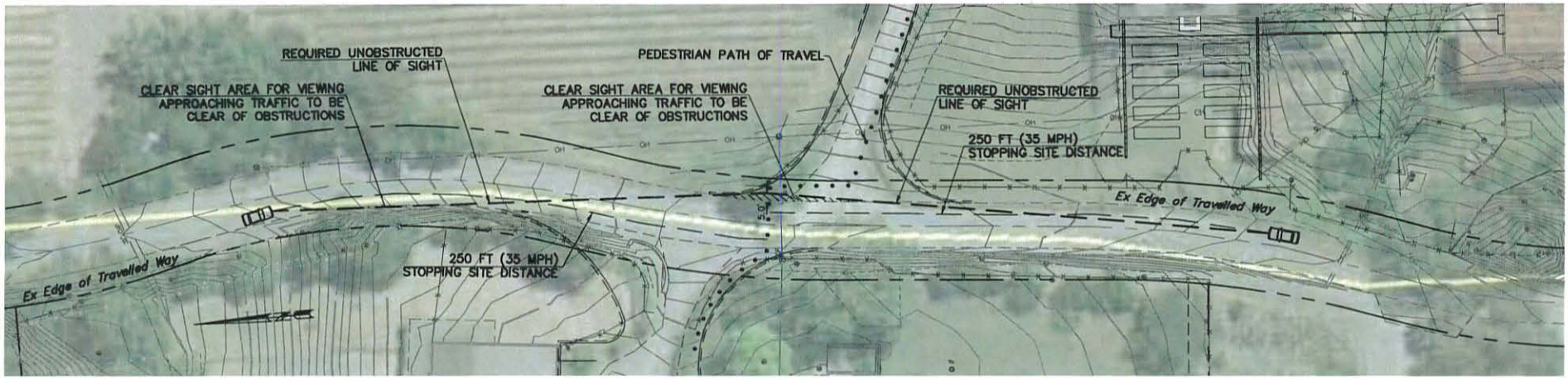
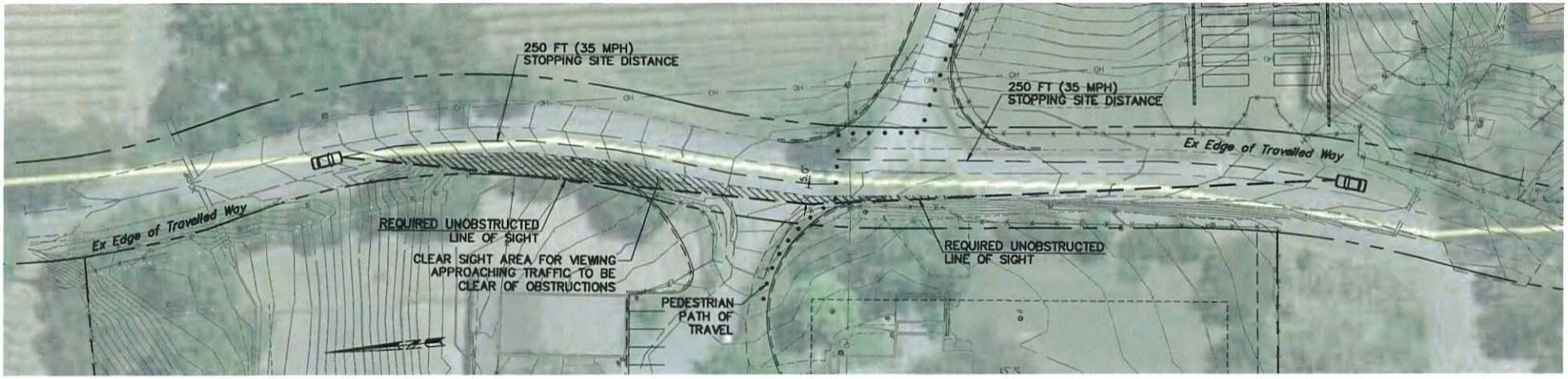


PEDESTRIAN AVAILABLE SIGHT DISTANCE - TASTING ROOM ENTRANCE

SCALE: 1"=50'



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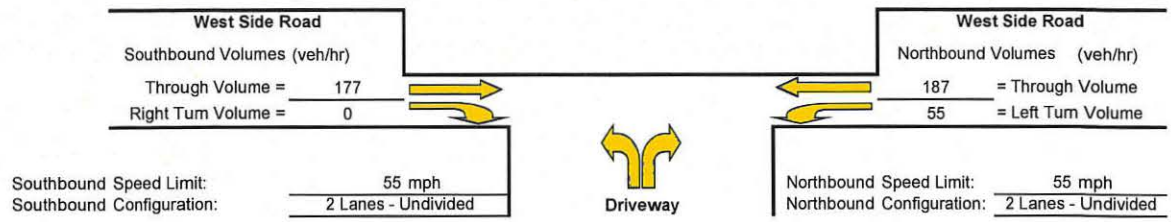
Turn Lane Warrant Analysis - Tee Intersections

Study Intersection: Westside Road at Ramey Winery
Study Scenario: Existing plus Special Event

Direction of Analysis Street: North/South

Cross Street Intersects: From the West



Southbound Speed Limit:	55 mph
Southbound Configuration:	2 Lanes - Undivided
Northbound Speed Limit:	55 mph
Northbound Configuration:	2 Lanes - Undivided

Southbound Right Turn Lane Warrants

1. Check for right turn volume criteria

NOT WARRANTED Less than 40 vehicles

2. Check advance volume threshold criteria for turn lane

Advancing Volume Threshold	AV =	-
Advancing Volume	Va =	177
If AV<Va then warrant is met		-

Right Turn Lane Warranted: **NO**

Southbound Right Turn Taper Warrants
(evaluate if right turn lane is unwarranted)

1. Check taper volume criteria

NOT WARRANTED - Less than 20 vehicles

2. Check advance volume threshold criteria for taper

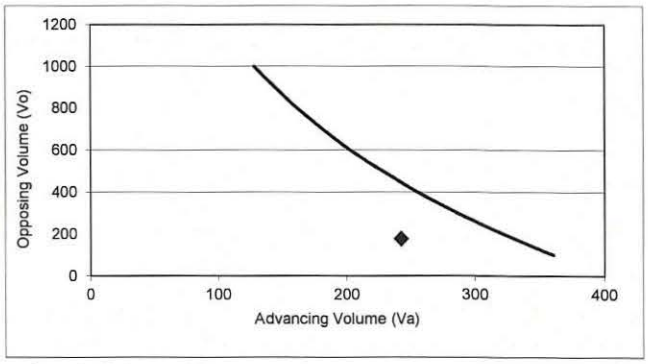
Advancing Volume Threshold	AV =	-
Advancing Volume	Va =	177
If AV<Va then warrant is met		-

Right Turn Taper Warranted: **NO**

Northbound Left Turn Lane Warrants

Percentage Left Turns %lt	22.7 %
Advancing Volume Threshold AV	330 veh/hr

If AV<Va then warrant is met



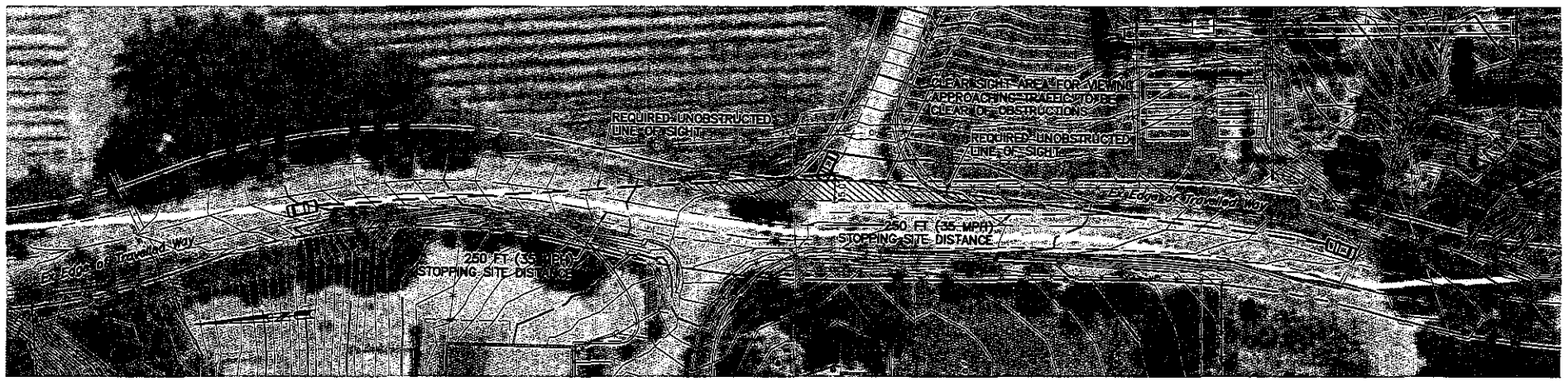
◆ Study Intersection

——— Two lane roadway warrant threshold for: 55 mph

Turn lane warranted if point falls to right of warrant threshold line

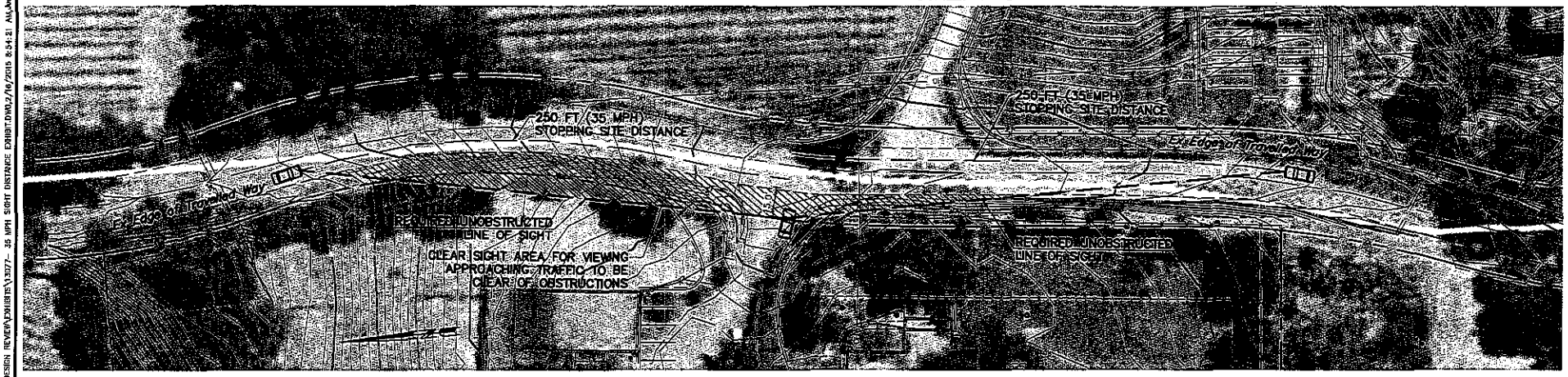
Left Turn Lane Warranted: **NO**

Methodology based on Washington State Transportation Center Research Report *Method For Prioritizing Intersection Improvements*, January 1997.
The right turn lane and taper analysis is based on work conducted by Cottrell in 1981.
The left turn lane analysis is based on work conducted by M.D. Harmelink in 1967, and modified by Kikuchi and Chakroborty in 1991.



STOPPING SIGHT DISTANCE - TASTING ROOM ENTRANCE

SCALE: 1"=50'



STOPPING SIGHT DISTANCE - WINERY ENTRANCE

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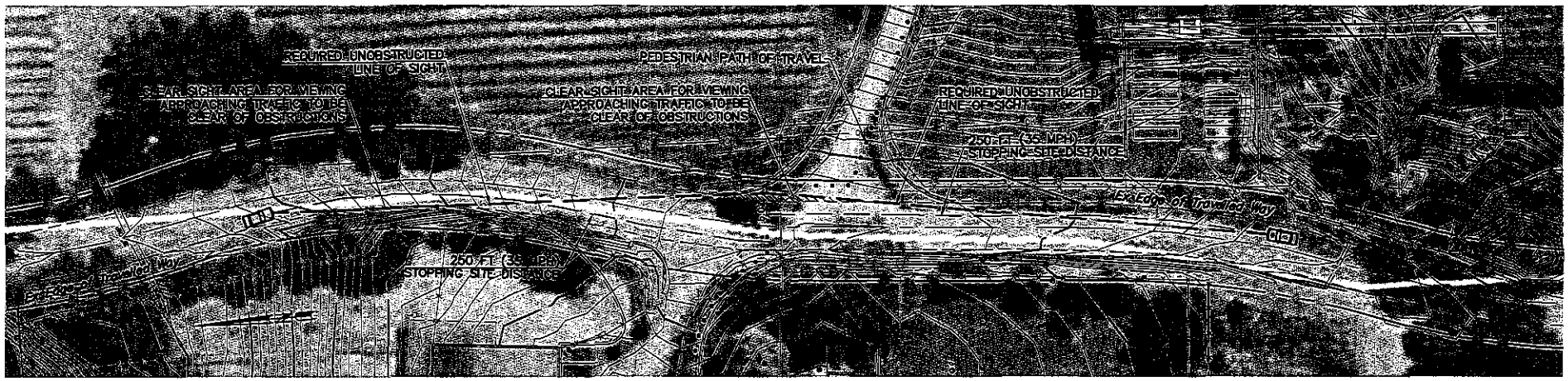
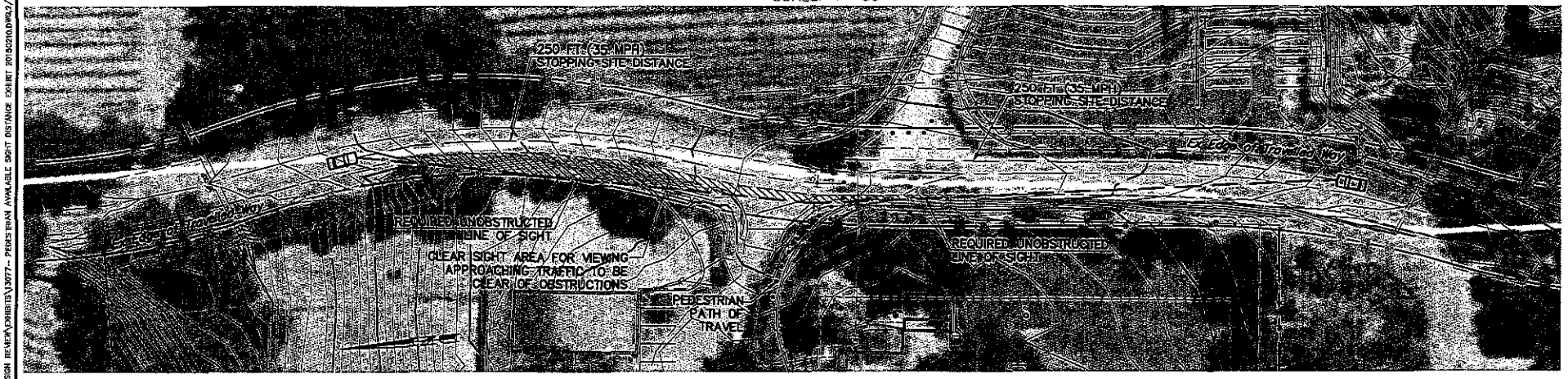


PEDESTRIAN AVAILABLE SIGHT DISTANCE - TASTING ROOM ENTRANCE

SCALE: 1"=50'



PEDESTRIAN AVAILABLE STOPPING SIGHT DISTANCE WINERY ENTRANCE

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Winery Event Matrix

Winery: Ramey Winery
Location: 7097 Westside Road
Condition: Proposed

Event	Number of Guests	Number of events this size annually	Estimated Month(s) during which events will occur	Day of Week when Events will occur	Time of Day (start and end)	No. of Employees	No. of Guest Vehicles	No. of Employee Vehicles	Total Vehicles
Ag Promotion	30	10	February - November	Monday - Sunday	11:00 AM - 7:00 PM	3	12	3	15
Ag Promotion	60	5	May - November	Monday - Saturday	11:00 AM - 7:00 PM	4	24	4	28
Ag Promotion	120	5	April - December	Saturday	9:00 AM - 9:00 PM	7	48	7	55
Ag Promotion	300	2	March	Saturday, Sunday	10:00 AM - 5:00 PM	14	120	14	134
County-wide Industry events	300	14	January	Saturday, Sunday	10:00 AM-5:00 PM	14	120	14	134

Habitat Assessment
Ramey Winery

Westside Road Winery and Tasting Room
7097 Westside Road
Healdsburg, Sonoma County, CA

June 24, 2014

Prepared for
Ramey Wine Cellars
Attn: David Ramey
PO Box 788
Healdsburg, CA 95448

Prepared by
Wildlife Research Associates
1119 Burbank Avenue
Santa Rosa, CA 95407
707-544-6273

And

Jane Valerius Environmental Consulting
2893A Scotts Right of Way
Sebastopol, CA 95472
707-824-1463

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SUMMARY

The Ramey Winery proposed Westside Road Winery and Tasting Room Project, located at 7097 Westside Road, Healdsburg, CA, includes a new winery and wine caves, re-purpose existing 1949 hop kiln into a tasting room, re-furbish 1949 baling barn into marketing center, provide additional driveways and parking areas and enlarge existing driveways to meet Sonoma County Fire Safe Standards, as depicted on the Construction Drawings (Adobe Associates 2014).

Of the 75 acre parcel, approximately 42 acres are currently planted grapes. Of the remaining 33 acres, 3.47 acres (150,942 sq. ft.) are proposed for development.

This Habitat and Site Assessment presents the findings of our literature review (including scientific literature and previous reports detailing studies conducted in the area) and the California Department of Fish and Wildlife's (CDFW) Natural Diversity Data Base (CNDDB) for reported occurrences of special-status vegetation communities, plants and animals.

Three vegetation community types occur within the project area: *Quercus agrifolia* woodland alliance or coast live oak woodland; ruderal non-native grassland; and landscaped areas. The majority of the parcel consists of existing vineyards adjacent to the project area, but they are not part of the proposed project development, nor if the grove of Northern California black walnut (*Juglans hindsii*), which islocated in the eastern part of the property near the Russian River. No development is proposed for the black walnut grove other than placement of some picnic tables which would not impact the trees or the non-native grassland understory. A pond located on the west side is within the property boundary but will not be impacted or developed. The pond does support some willow (*Salix* spp.), and other riparian vegetation.

As part of this Habitat Assessment, we also evaluated the potential for occurrence of 58 special-status plant species, and 26 special-status wildlife species. Surveys for special status plants were conducted on April 28 and May 12, 2014 which covered the flowering period for all of the special status plants that have the potential to occur within the project area based on the presence of potential habitat.

Based on this review and limitations of the present surveys, the following are action items to be addressed prior to ground breaking:

- A certified arborist should conduct a tree inventory that would be used for the tree removal permit from the County and also to provide protection measures for existing native trees adjacent to any development. A tree planting plan may also be required to compensate for the loss of native trees.
- Removal of trees that may support potentially roosting bat species must occur under direct supervision of a bat biologist and occur between March 1 and April 15, or September 1 through October 15.
- Nesting bird survey within one week of the removal of nesting habitat, unless removal occurs after August 15 and before March 1

INTRODUCTION

Mr. David Ramey of Ramey Wine Cellars, contracted with Jane Valerius Environmental Consulting and Wildlife Research Associates to conduct a Habitat Assessment of the 75-acre parcel for their proposed 3.47-acre development. The 7079 Westside Road parcel (APN: 110-240-031 & 040) is located in the western portion of the Dry Creek Valley, in the central portion of Sonoma County, California. This habitat assessment was conducted to determine the potential for special-status vegetation communities, plant and animal species to occur within the proposed project and to identify the limitations to potential development of the project, such as: a) increased on-site flows from impermeable surfaces and, b) habitat removal.

This Habitat Assessment is part of the preliminary analysis of both the existing environment and potential impacts from the proposed project as required under the California Environmental Quality Act (CEQA) for new projects. Federal and state agencies that have purview over biological resources include the following:

- U.S. Army Corps of Engineers (USACE),
- U.S. Fish and Wildlife Service (USFWS),
- National Marine Fisheries Service (NMFS),
- California Regional Water Quality Control Board (RWQCB), and the
- California Department of Fish and Wildlife (CDFW).

The USACE regulates the discharge of dredged or fill material into waters of the United States. Waters of the U.S. are defined as waters that are hydrologically connected to waters with interstate or foreign commerce, and includes tributaries to any of these waters, and wetlands, which are areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support vegetation typically adapted to life in saturated soil conditions. The USFWS has regulatory authority over federally listed plant and animal species. The NMFS, a division of the National Oceanic and Atmospheric Administration (NOAA), has regulatory authority over essential fish habitat, which is habitat necessary to maintain sustainable fisheries in the United States. The California RWQCB protects all waters with special responsibility for wetlands, riparian areas, and headwaters. The CDFW has regulatory authority over state listed plants and animals as well as streams and lakes within the State.

Locally, Sonoma County has regulatory authority over: a) large native trees, trees with historical importance, and oak woodland habitat, under the Sonoma County Native Tree Protection and Preservation Ordinance, and b) all natural watercourses shown as a solid or dashed blue lines, or along watercourses supporting riparian vegetation, under the Biotic Resource Areas identified in the County General Plan (Sonoma County 2008). See Appendix A for more regulatory details.

Site Location

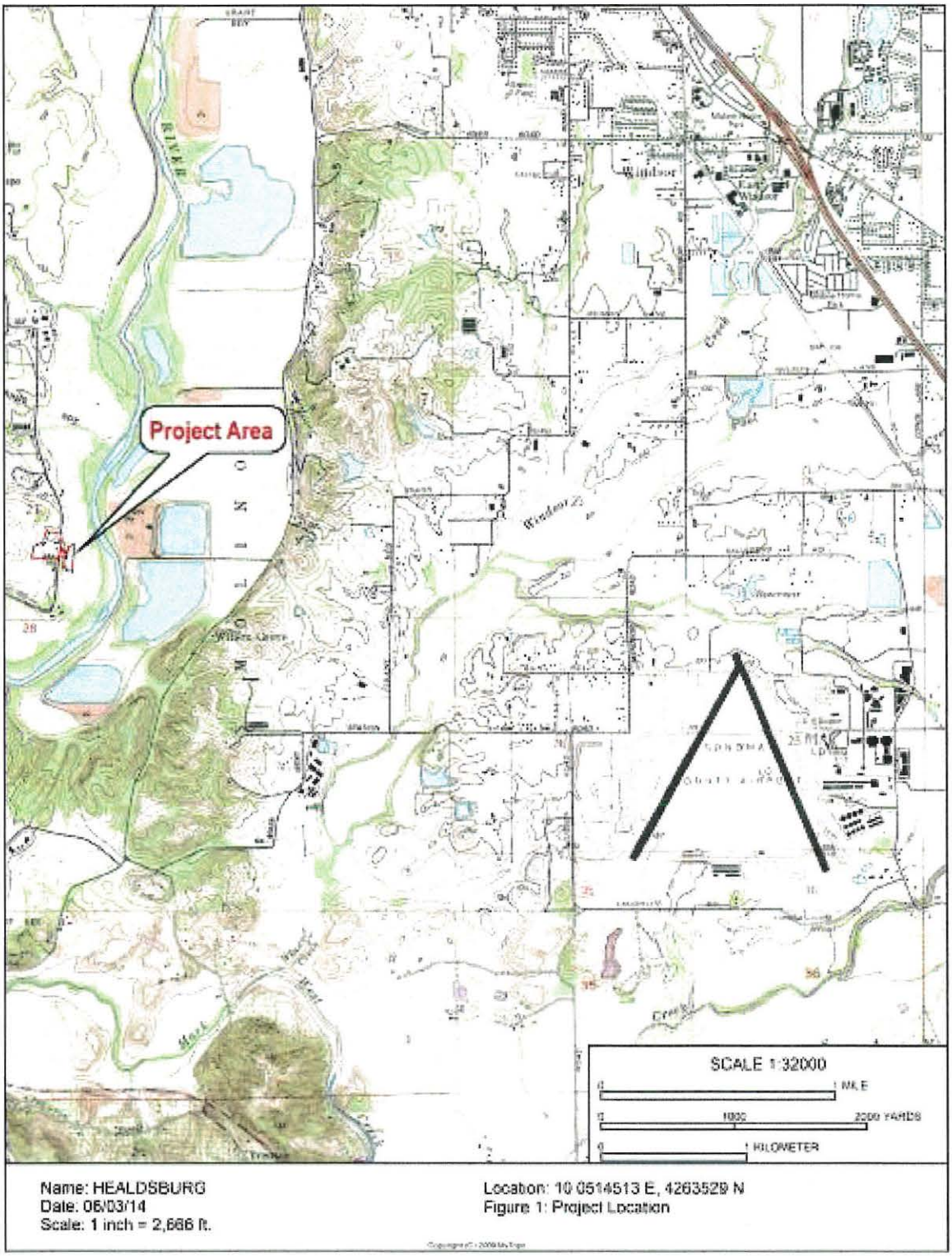
The proposed project site is located in central portion of Sonoma County, within the Dry Creek Valley, located southwest of the City of Healdsburg, west of the Russian River and west of the River Front Regional Park. The project site lies on either side of Westside Road, located north of the confluence of Russian River and Porter Creek (Figure 1).

Proposed Project

The proposed project involves development on the east and west side of Westside Road and is a follows.

West Side: The proposed project is to construct a 60,000-case winery comprised of caves (11,000 to 15, 000 sq. ft.) and in front of the caves, a cut and fill, low profile, 19,100 sq. ft. two story wine building which will not be visible from Westside Road. The existing barn will be refurbished. Access roads and associated parking will also be added to parcel.

East Side: The proposed project is to refurbish an existing 1949 hop kiln barn into a public tasting room, leaving the exterior similar to its currently appearance while maintaining the furnace and ductwork in the


Project Area
SCALE 1:32000
1 MILE
1000
2000 YARDS
1 KILOMETER
Name: HEALDSBURG
Date: 06/03/14
Scale: 1 inch = 2,666 ft.
Location: 10 0514513 E, 4263529 N
Figure 1: Project Location

south side. The three story baling barn will be refurbished as a marketing reception area, with equipment storage on the ground level, a kitchen and meeting area for marketing purposes on the mid-level and 2 bedrooms as marketing accommodations on the top level, with two work stations. The two barns will be connected by an elevated walkway. The bailing barn will be refurbished to maintain its current outward appearance. Access roads and associated parking will also be added to parcel.

Table 1: Square footage of structures – 7097 Westside Road

	Square Footage	
Structure	**Existing Surface**	**New Surface**
Entrance Roadway (west)	7,938 (gravel)	
Roadway to winery and parking (west)		37,090
Winery Building (west)		19,100
Wine caves (west)		20,720
Entrance roadway (east)	14,785 (gravel)	7,414
Parking and building access (east)		54,653
Chipseal		12,620
CL II AB		39,800
Concrete		2,233
Hop kiln (2 structures)	2,947	2,947
Baling barn	2,245	2,2455
Concrete walkways		2,233
Total	27,819	**150,942**

METHODS

Information on special-status plant species was compiled through a review of the literature and database search. Database searches for known occurrences of special-status species focused on the Healdsburg, Guerneville, Camp Meeker and Sebastopol U.S. Geologic Service 7.5-minute topographic quadrangles, which provided a three mile radius around the proposed project area. The following sources were reviewed to determine which special-status plant and wildlife species have been documented in the vicinity of the project site:

- U.S. Fish and Wildlife Service (USFWS) quadrangle species lists (USFWS 2014)
- USFWS list of special-status animals for Sonoma County (USFWS 2014)
- California Natural Diversity Database records (CNDDB) (CDFW 2014)
- California Department of Fish and Wildlife's (CDFW) Special Animals List (CDFW 2014)
- State and Federally Listed Endangered and Threatened Animals of California (CDFW 2014).
- California Native Plant Society (CNPS) Electronic Inventory records (CNPS 2014)
- California Department of Fish and Game (CDFG) publication "California's Wildlife, Volumes I-III" (Zeiner, et al., 1990)
- Sonoma County General Plan 2020, Open Space and Resource Conservation Element (Sonoma County 2008)

Botanical nomenclature used in this report conforms to Baldwin, et al. (2012) for plants and to Sawyer et al. (2009) for vegetation communities. Nomenclature for special-status animal species conforms to CDFW (2013).

Site Survey: Jane Valerius of Jane Valerius Environmental Consulting, and Trish Tatarian, Wildlife Research Associates, conducted a reconnaissance-level wildlife survey and a survey for special status plants of proposed project areas on April 28, 2014, between the hours of 1000 and 1300. Greg Tatarian, Wildlife Research Associates, also conducted a site visit on April 28. An additional site survey to review trees and also conduct special status plant surveys was conducted by Jane Valerius and Trish Tatarian on May 12, 2014.

Plant Surveys: Special status plant surveys were conducted for the development area on April 28 and May 12, 2014. The area to be developed was walked and a list of all plants identifiable at the time of the surveys was recorded (Appendix D). The timing of the surveys was planned to coincide with the flowering period for all of the special status plants that had the potential to occur within the development area based on the presence of potential habitat.

Wildlife Surveys: Exterior surfaces and grounds, and interiors surfaces and spaces of all buildings on the east side proposed for removal and/or refurbishment were surveyed signs of past or present use by bats, including; fecal pellet accumulations, urine staining, fur staining on entry points, live or dead bats, audible calls, and characteristic odor. Surveys were conducted using 10 x 42 roof-prism binoculars supplemented as needed with a 295 Lumens flashlight and an approximately 3,000 Lumens spotlight. All interior building spaces were examined, including the attic spaces.

All trees were assessed for suitable potential habitat for colonial bat species, consisting of cavities, crevices and exfoliating bark. Additionally, foliage habitat suitable for use by obligate tree-roosting, solitary bat species was also assessed. The assessment was conducted using 10 x 42 roof-prism binoculars, with a 295-Lumen flashlight for illuminating potential roost features from the ground. Presence/absence surveys were not conducted

The project area was evaluated for suitable bird nesting habitat using 8 x 42 roof-prism binoculars, noting presence of old bird nests. The reconnaissance-level site visit was intended only as an evaluation of on-site and adjacent habitat types; no special-status species surveys were conducted as part of this effort as winter is not a time of year in which surveys for nesting birds are valid.

EXISTING CONDITIONS

The project area is located within the San Francisco Bay Coastal Bioregion (Welsh 1994). This bioregion is located within central California and encompasses the San Francisco Bay and the Sacramento Delta, extending from the Pacific Ocean to the eastern portion of the tule marsh zone, which is defined by Highway 99 (Welsh 1994). Habitats within this bioregion include both mesic (moist) habitats, such as freshwater marsh, and xeric (dry) habitats, such as chaparral, and are typical of a Mediterranean type climate.

The proposed project site is located within the central western portion of the Healdsburg topographic quadrangle. The parcel lies in southeastern corner of Section 21, on the west side of the Russian River and north of Porter Creek. At this location of the Russian River, the watershed is defined by a western ridge, created by Denner Ridge (600 feet in elevation).

Topographically, the western project site is located on a gently sloping hill that slopes to the east, while the eastern portion of the parcel is within the flatlands of the Russian River.

Of the 75-acre parcel, 42-acres are currently planted in grapes on the east side with a bailing barn, two hop kilns, a small winery residence and small pump house.

On the west side of the road, the parcel comprises 6.5 acres and currently contains a residence, a barn, an open hay and tractor shed, and a 3.5-acre foot reservoir.

Vegetation Communities

Three vegetation community types occur within the project area: *Quercus agrifolia* woodland alliance or coast live oak woodland; ruderal non-native grassland and landscaped areas. There are also existing vineyards adjacent to the project area but they are not part of the proposed project development. There is also a grove of Northern California black walnut (*Juglans hindsii*) in the eastern part of the property near the Russian River. No development is proposed for the black walnut grove other than placement of some picnic tables which would not impact the trees or the non-native grassland understory. A pond located on the west side is within the property boundary but will not be impacted or developed. The pond does support some willow (*Salix* spp.), and other riparian vegetation. The pond was not surveyed as part of the plant surveys.

Quercus agrifolia woodland alliance or cost live oak woodland: Located on the east side, adjacent to Westside Road, is a remnant stand of oak woodland, from what was probably the native vegetation prior to development of the area (Fig. 2). The dominant tree species is coast live oak and includes some valley oak (*Quercus lobata*), black oak (*Quercus kelloggi*), California buckeye *(Aesculus californica*) and California bay laurel (*Umbellularia californica*). A common understory shrub species in this type is poison oak (*Toxicodendron diversilobum*). Understory herbs include miner's lettuce (*Claytonia perfoliata*) and California poppy (*Eschscholzia californica*). Coast live oak woodland occurs in small patches within and adjacent to the property. This type also provides canopy cover for two natural drainages on the east side of the project area. Other than individual oak trees to be removed within the rudral non-native grassland type, the remnant oak woodland stands will not be impacted by the project.

Ruderal grassland: Ruderal grassland is comprised of a variety on non-native grasses and forbs with no one species being dominant. Plant species this type include non-native grasses such as ripgut brome (*Bromus diandrus*), soft chess (*Bromus hordaeceus*), wild oats (*Avena barbata*), European hair grass (*Aira caryophyllea*), ryegrass (*Festuca perennis*), Harding grass (*Phalaris aquatica*), hare barley (*Hordeum murinum* ssp. *leporinum*) and rattail fescue (*Festuca myuros*) along with non-native forb species such as filarees (*Erodium cicutarium, E. botrys*), mayweed (*Anthemis cotula*), scarlet pimpernel (*Anagallis arvensis*), mayweed (*Anthemis cotula*), bindweed (*Convolvulus arvensis*), rough cat's-ear (*Hypochaeris radicata*), mallow (*Malva* sp.), English plantain (*Plantago lanceolata*), mustard (*Brassica nigra, B. rapa*), and wild radish *(Raphanus sativus*). Within the ruderal grassland are several native tree species including coast live oak (*Quercus agrifolia*), valley oak (*Quercus lobata*) and cottonwood (*Populus fremontii*) (Fig. 3).

Landscaped areas: Landscaped areas include the landscaped yard around the existing residence and buildings. Plant species associated with this type include garden herbs such as sweet allysum (*Lobularia maritima*) and garden iris (*Iris* sp.), garden shrubs such as roses (*Rosa* spp.) along with planted landscape trees such as red oak (*Quercus rubra*), Italian alder (*Alnus cordata*), honey locust (*Gleditsia triacanthos*), fig (*Ficus* sp.), apple (*Malus* sp. and various fruit trees (*Prunus* spp.) as well as native coast redwood (*Sequoia sempervirens*).

Northern California black walnut. A grove of Northern California black walnut trees is located outside of the project area adjacent to the Russian River on the east side of the property. Northern California black walnut (*Juglans hindsii*) is a CNPS Rank 1B species. However, only those trees which are considered truly endemic or native are given a special status. The CNPS Inventory of Rare and Endangered Plants, 8th Edition, provides the following information:

> *Only one confirmed, native occurrence appears viable as of 2003. Widely naturalized in cismontane CA. Threatened by hybridization with orchard trees, urbanization, and conversion to agriculture. Formerly cultivated as rootstock for J. regia, with which it hybridizes readily* (CNPS 2014).

Fig. 2: Coast live oak woodland on east side of Ramey Vineyard.

Fig. 3: Non-native grassland on west side.

Although the grove of walnut trees may be significant it is likely that they are not truly endemic or native which means that they do not qualify as special status. The only plans for this area are to place some picnic tables which would only be used seasonally. The proposed uses, as described by Mr. David Ramey, owner, would not have an adverse impact upon this grove.

Individual Trees. A total of 21 trees are proposed to be removed as part of the project. Several trees are ornamental, including Italian alder (*Alnus cordata*), red oak (*Quercus rubra*), and fruit trees (*Prunus* sp., *Malus* sp.). The majority of trees are native trees and are valley oak (*Quercus lobata*), coast live oak (*Quercus agrifolia*) or cottonwoods (*Populus fremontii*), although the latter were planted as a screen. The coast redwood (*Sequoia sempervirens*) tree is native although it was planted as part of the landscaping for the residence. A total of 6 coast live oak trees, 5 valley oak trees, 4 cottonwood trees and 1 redwood tree would be removed for a total of 15 native trees. The remaining trees are non-native species. A formal tree survey has not been conducted by a certified arborist. The diameter at breast height (dbh) of the trees as shown on the plan maps was also consistently one to two inches smaller than what was measured in April and May 2014. A tree inventory should be conducted by a certified arborist prior to construction of the proposed project.

Table 2: Trees identified for removal, with Diameter at Breast Height (dbh)

	Tree Species	Dbh (inches)*	Location
1	Ornamental	10 + 6	East
2	Italian alder	15	East
3	Italian alder	10	East
4	Coast live oak	11+8+14	West
5	Coast live oak	11+15	West
6	Red oak	21	West
7	Coast redwood	26	West
8	Fruit trees	16	West
9	Valley oak	18	West
10	Valley oak	18	West
11	cottonwood	14	West
12	cottonwood	19	West
13	cottonwood	14	West
14	cottonwood	15	West
15	Coast live oak	7	West
16	Valley oak	7	West
17	Valley oak	42	West
18	Coast live oak	13+6	West
19	Coast live oak	15+12	West
20	Valley oak	9	West
21	Coast live oak	13+11	West

*Note: dbh depicted on the June 19, 2014 Site Plan is likely from 2013. Field surveys conducted in 2014 found 1 inch of growth difference.

Wetlands and Waters of the U.S. and State: There are two natural drainages on the east side of Westside Road. These drainages do not show up as blue line drainages on the USGS quadrangle and do not occur on the west side of the road or property. One drainage is located between the two existing hop kilns and is fed by the roadside ditch that runs along the west side of Westside Rd (see Site Plan). The other natural drainage is south of the proposed barn or south the south hop kiln. A drainage ditch runs along the west side of the existing access road just east of the hop kilns and an agricultural ditch runs along the west side of the existing vineyard east of the hop kilns and buildings. The agricultural ditch is located east of the proposed overflow parking area, between the proposed parking area and existing vineyard. The agricultural ditch supports wetland vegetation and was wet at the time of the May 12, 2014 site visit. Wetland vegetation in the agricultural ditch included meadow barley (*Hordeum brachyantherum*), water plaintain (*Alisma trivale*), umbrella sedge (*Cyperus eragrostis*) and ryegrass (*Festuca perennis*).

All of the drainages and ditches within the project area and on the property potentially qualify as waters of the U.S. as defined by the U.S. Army Corps of Engineers (Corps) and all of these features definitely qualify as waters of the state as defined by the Regional Water Quality Control Board (RWQCB). The natural drainages would also likely fall within the jurisdiction of the California Department of Fish and Wildlife (CDFW), however the roadside and agricultural ditches would probably not fall under CDFW jurisdiction.

A formal delineation of wetlands and waters of the U.S. and state was not conducted for the site as part of this habitat assessment. However, the project has been designed to avoid any impacts to the existing drainages in the project area, therefore a delineation is not required and no permits will be needed from the U. S. Army Corps of Engineers or Regional Water Quality Control Board for placement of fill into wetlands or water.

Wildlife Habitats

The value of a site to wildlife is influenced by a combination of the physical and biological features of the immediate environment. Species diversity is a function of diversity of abiotic and biotic conditions and is greatly affected by human use of the land. The wildlife habitat quality of an area, therefore, is ultimately determined by the type, size, and diversity of vegetation communities present and their degree of disturbance. Wildlife habitats are typically distinguished by vegetation type, with varying combinations of plant species providing different resources for use by wildlife. The following is a discussion of the wildlife species supported by the on-site habitats, as described by *A Guide to Wildlife Habitats of California* (Mayer and Laudenslayer 1988).

Non-native Annual Grassland: Typically this type of habitat provides both primary habitat, such as nesting and foraging, and secondary habitat, such as a movement corridor. Small species using this habitat as primary habitat include reptiles and amphibians, such as southern alligator lizard (*Gerrhonotus multicarinatus*), western fence lizard (*Sceloporus occidentalis*), and Pacific slender salamander (*Batrachoseps attenuatus*), which feed on invertebrates found within and beneath vegetation and boulders within the vegetation community. This habitat also attracts seed-eating and insect-eating species of birds and mammals. California quail (*Lophortyx californicus*), mourning dove (*Zenaidura macroura*), and meadowlark (*Sturnella neglecta*) are a few seed-eaters that nest and forage in grasslands. The close proximity to anthropogenic structures and domestic pets negates the potential for the on-site habitat to support nesting birds.

Individual Trees. Individual trees are foraging and nesting habitat for passerines, and roosting habitat for bats. Smaller passerines, such as black-capped chickadee (*Poecile atricapillus*), bushtit (*Psaltriparus minimus*), plain titmouse (*Baeolophus inornatus*) and acorn woodpecker (*Melanerpes formicivorus*) may nest and forage in the larger trees, feeding on insects on the bark. No large cavities that may support the larger raptors, such as great horned owl (*Bubo virginianus*), were observed in any of the trees. Cavities in the oak trees may provide potential nesting habitat for tree swallows (*Tachycineta bicolor*) and white-breasted nuthatch (*Sitta carolinensis*). Of the 21 trees surveyed, only one had potentially suitable roosting habitat for bats. This tree is located on the west side and is the valley oak with a 42 dbh (Fig. 4).

Bats that use trees fall into three categories: 1) solitary, obligate tree-roosting bats that roost in the foliage or bark such as Western red-bat (*Lasiurus blossevillii*), a California Species of Special Concern (SSC), or hoary bat (*Lasiurus cinereus*); 2) colonial tree-roosting bats that form groups of varying size in tree cavities or beneath exfoliating bark, such as silver-haired bats (*Lasionycteris noctivagans*), and 3) more versatile bat species that will use a wide variety of roosts from buildings to bridges to trees, such as various *Myotis* species, pallid bat (*Antrozous pallidus*), another SSC species, and others.

Solitary-roosting bats consist either of females either alone or with young, or solitary males. Colonial-roosting bats may form maternity colonies in tree cavities or crevices, caves, mines, bridges, or other man-made structures. During the day, these roosts provide shelter and protection for adult females and their young, which remain in the roost while females forage at night, returning to nurse and care for their young. Greater impacts to bats can occur as a result of removal of trees that support cavity-roosting bat species than those that provide habitat for solitary foliage-roosting species.

Buildings: Six structures were evaluated for this Habitat Assessment, the large barn, the wood-sided southern hop barn, wood-sided northern hop barn, wood-sided small farmhouse (residence), metal-sided chicken building, and wood-sided pump storage barn. As stated above, many colonial bat species have adapted to using man-made structures such as houses, barns, sheds, garages, bridges, and culverts. Statewide and in the project region, buildings provide significant roosting habitat for bat species, including more common species such as Brazilian free-tailed bat (*Tadarida brasiliensis*) and Yuma myotis (*Myotis yumanensis*), as well as more rare species such as pallid bat (*Antrozous pallidus*), a California Species of Special Concern (SSC) and Townsend's big-eared bat (*Corynorhinus townsendii*), proposed for listing as Endangered by the CDFW. Please see Special Status Species Section for more details on *C. townsendii*.

In general, day roost habitat is considered more critical than night roost habitat, because it provides shelter for bats from light, air currents, predators, and other disturbance, and are where bats mate, raise young, roost during dispersal, and overwinter, either in torpor or hibernation. Because of this, and because demolition typically occurs during daytime hours, the risks of direct mortality of bats is very high at day roosts. Although night roosts are also very important for bats for various purposes (conservation of energy during foraging bouts, social interaction, etc.), buildings are not usually demolished at night, so although the habitat is lost, direct mortality does not usually occur.

Montane hardwood: This wildlife habitat type includes Coast live oak woodland. The woodlands provide habitat for a variety of species, including refugia for reptiles, such as ring-necked snake (*Diadophis punctatus*), amphibians, such as the Pacific slender salamander (*Batrachoseps attenuatus*) and arboreal salamander (*Aneides lugubris*), foraging and nesting habitat for passerines, and roosting habitat for bats. Smaller passerines, such as black-capped chickadee (*Poecile atricapillus*), bushtit (*Psaltriparus minimus*), oak titmouse (*Baeolophus inornatus*) and downy woodpecker (*Picoides pubescens*) observed on the site may nest and forage in the woodlands, feeding on insects on the bark.

Perennial Pond: Although outside the proposed project footprint, this pond is within 120 feet of the proposed driveway. Species observed in the pond include non-native mosquitofish (*Gambusia affinis*), and eastern bullfrog (*Lithobates catesbeianus*). A daytime survey of the pond revealed 52 adult bullfrogs and a high population of tadpoles. Native species observed were Sierran treefrogs (*Pseudacris sierra*) (Fig. 5).

Fig. 4: Oak trees on the west side of the proposed project area.

Fig. 5: Perennial pond located outside the project area.

Movement Corridors
Wildlife movement includes migration (i.e., usually one way per season), inter-population movement (i.e., long-term genetic flow) and small travel pathways (i.e., daily movement corridors within an animal's territory). While small travel pathways usually facilitate movement for daily home range activities such as foraging or escape from predators, they also provide connection between outlying populations and the main corridor, permitting an increase in gene flow among populations.

These linkages among habitat types can extend for miles between primary habitat areas and occur on a large scale throughout California. Habitat linkages facilitate movement among populations located in discrete areas and populations located within larger habitat areas. The mosaic of habitats found within a large-scale landscape results in wildlife populations that consist of discrete sub-populations comprising a large single population, which is often referred to as a meta-population. Even where patches of pristine habitat are fragmented, such as occurs with coastal scrub, the movement between wildlife populations is facilitated through habitat linkages, migration corridors and movement corridors. Depending on the condition of the corridor, genetic flow between populations may be high in frequency, thus allowing high genetic diversity within the population, or may be low in frequency. Potentially low frequency genetic flow may lead to complete isolation, and if pressures are strong, potential extinction (McCullough 1996; Whittaker 1998).

Wildlife connectivity of this site to other open lands in the area can occur through the vineyards and undeveloped lands. There are no barriers to movement between the pond on the site and ponds located further west. Westside Road is likely not a barrier to movement based on the rate of traffic after the wineries and tasting rooms have closed their doors. As a result, animals are likely able to move across the road at dusk and night without the mortality from traffic.

SPECIAL-STATUS BIOLOGICAL RESOURCES

Certain vegetation communities, and plant and animal species are designated as having special-status based on their overall rarity, endangerment, restricted distribution, and/or unique habitat requirements. In general, special-status is a combination of these factors that leads to the designation of a species as sensitive. The Federal Endangered Species Act (FESA) outlines the procedures whereby species are listed as endangered or threatened and established a program for the conservation of such species and the habitats in which they occur. The California Endangered Species Act (CESA) amends the California Fish and Wildlife Code to protect species deemed to be locally endangered and essentially expands the number of species protected under the FESA.

Special-status Vegetation Communities
Sensitive natural communities are those that are considered rare in the region, may support special-status plant or wildlife species, or may receive regulatory protection (i.e., through Section 404 of the Clean Water Act [CWA] and/or Sections 1600 et seq. of the California Fish and Wildlife Code). Please refer to Appendix A for detailed descriptions of waters and wetlands. In addition, sensitive natural communities include plant communities that have been identified as having highest inventory priority in the California Natural Diversity Database (CNDDB). The second edition of *A Manual of California Vegetation* (Sawyer, et al. 2009) also provides the rarity ranking status of these communities. No sensitive natural communities occur within the proposed project area. The Northern California black walnut grove, located on the eastern side of the property, is not considered to be a native occurrence. As a result, it does not qualify as a special-status vegetation community nor are the individual trees considered to be special status. However, no work is proposed in this area and the grove will be preserved.

Special-status Plant Species
Special-status plant species are those species that are legally protected under the federal Endangered Species Act (ESA) and/or the California Endangered Species Act (CESA) as listed or proposed for listing as threatened or endangered, as well as species that are considered rare by the scientific community. For example, the California Native Plant Society (CNPS) has identified some species as List 1 or 2 species and

may be considered rare or endangered pursuant to Section 15380(b) of the State CEQA Guidelines. The CDFW has compiled a list of "Special Plants" (CDFW 2014), which include California Special Concern species. These designations are given to those plant species whose vegetation communities are seriously threatened. Although these species may be abundant elsewhere they are considered to be at some risk of extinction in California. Although Special Concern species are afforded no official legal status under FESA or CESA, they may receive special consideration during the planning stages of certain development projects and adverse impacts may be deemed significant under the California Environmental Quality Act (CEQA).

A total of 58 special-status plant species have been reported occurring on the four topographic quadrangles (CNDDB 2014). Please refer to Appendix B for a list of these species and their potential for occurrence. Those species that occur in freshwater marshes and swamps, riparian scrub, broadleafed upland forest, chaparral, cismontane woodland, closed-cone coniferous forest, vernal pools, bogs and fens, coastal scrub, meadows and seeps, North Coast coniferous forest, coastal prairie, coastal bluff scrub or plants that occur on serpentinite or other substrates not occurring within the project area were considered to not have the potential to occur. Species associated with valley and foothill grassland could potentially occur on the site but not of these species were observed during the appropriately timed special status plant surveys in April and May. The property on the east side was a pumpkin patch and farm store starting in 1989 and then became vineyards. The property on the west side has been a residence with landscaped yard and garden. The grassland communities in the project area are highly disturbed and dominated by weedy, non-native species. No special-status plants are likely to occur within the proposed project area and none were observed.

Special-status Animal Species

Special-status animal species include those listed by the USFWS (2013) and the CDFW (2013). The USFWS officially lists species as either Threatened or Endangered, and as candidates for listing. Additional species receive federal protection under the Bald Eagle Protection Act *(e.g.*, bald eagle, golden eagle), the Migratory Bird Treaty Act (MBTA), and state protection under CEQA Section 15380(d). In addition, many other species are considered by the CDFW to be species of special concern; these are listed in Remsen (1978), Williams (1986), and Jennings and Hayes (1994). Although such species are afforded no official legal status, they may receive special consideration during the planning and CEQA review stages of certain development projects. The CDFW further classifies some species under the following categories: "fully protected", "protected fur-bearer", "protected amphibian", and "protected reptile". The designation "protected" indicates that a species may not be taken or possessed except under special permit from the CDFW; "fully protected" indicates that a species can be taken for scientific purposes by permit only.

Of the 20 special-status animal species identified as potentially occurring in the vicinity of the project area, including within a 3 mile radius (CNDDB 2014), several additional species were evaluated for their potential to occur within the study area, based on: 1) review of the CNDDB, 2) the "Special Animals" list (CDFW 2014) that includes those wildlife species whose breeding populations are in serious decline, and 3) the habitat present on site. See Appendix C for a list of the 26 species evaluated. Several of these species have a high potential for occurrence at the project site and are discussed below. This document does not address impacts to species that may occur in the region but for which no habitat occurs on site.

California red-legged frog (*Rana draytonii*) (CRF), listed by the USFWS as Threatened and is classified by the CDFW as a California Special Concern species and a Fully Protected Species under Fish and Game Code 5050, breeds primarily in ponds, but will also breed in slow-moving streams, or deep pools in intermittent streams. Inhabited ponds are typically permanent, at least 2 feet (0.6 meters) in depth, and contain emergent and shoreline vegetation. Sufficient pond depth and shoreline cover are both critical, because they provide means of escape from predators and high winter flooding of stream habitat for the frogs (Stebbins 1985, Tatarian 2008).

Project Area Occurrence: No surveys were conducted for this species as part of this habitat assessment. The pond structure and hydrology provides suitable breeding habitat for this species. However, the presence of adult bullfrogs, the high population (52 adults and thousands of tadpoles) reduces the suitability of the pond.

Laboratory experiments have clarified the effects bullfrogs and mosquitofish have on CRF (Lawler, *et al.* 1999). Under natural conditions, the presence of bullfrog tadpoles nearly precluded the recruitment of CRF tadpoles to the juvenile stage. Mosquitofish, however, with a variety of prey items and spatially complex escape areas available, do not affect the recruitment of CRF tadpoles. However, in those ponds with both species occurring in high numbers, such as the pond on-site, the potential for CRF to occur is low to none. The effects of introduced predators on the survival of CRFs are largely related to the relative population sizes of the predators, the quality and amount of aquatic habitat, and the CRF. Specifically, CRFs and introduced predators can coexist if the number of predators remains small compared to the number of CRFs and habitats provide refugia for CRF from excessive predation. No CRF were detected during the daytime survey. A nocturnal survey would provide the best way of determining presence. The high population of bullfrogs likely precludes CRFs at this pond. As a result, this species has a low potential for occurrence in this portion of Dry Creek Valley and the pond on-site. The nearest reported presence occurrs more than 3 miles west of the project area in Austin Creek (CNDDB 2014).

Foothill yellow-legged frog (*Rana boylii*) is a California Special Concern species, and occurs in most Pacific drainages from Oregon to Los Angeles County. The species typically inhabits perennial rocky streams, preferring streams with cobble-sized substrates (Jennings and Hayes 1994). Occupied drainages range from sea level to 2,040 meters (6,700 feet) (Jennings and Hayes 1994). Streams in woodland, chaparral or forest with little-to-no bank vegetation cover are also preferred (Stebbins 1985). Breeding occurs from mid-March to May, depending on rains, with tadpoles metamorphosing in June or July.

Project Area Occurrence: No surveys were conducted for this species as part of this habitat assessment. This species is not expected to occur in the pond. This species has been reported occurring approximately 1.2 miles west of the project area in Porter Creek (CNDDB 2014).

Western pond turtle (*Emys marmorata*) is listed by the CDFW as a California Special Concern species. It originally inhabited many of the pacific drainage basins in California (Stebbins 1985). This medium sized turtle ranges in size to just over 8 inches (21cm) with a low carapace that is generally olive, brownish or blackish (Stebbins 1985, Jennings and Hayes 1994). Primary habitats include permanent water sources such as ponds, streams and rivers. It is often seen basking on logs, mud banks or mats of vegetation, although wild populations are wary and individuals will often plunge for cover after detecting movement from a considerable distance. Although it is an aquatic species with webbed feet, it can move across land in response to fluctuating water level, an apparent adaptation to the variable rainfall and unpredictable flows that occur in many coastal California drainage basins (Rathbun, *et al.* 1992).

Project Area Occurrence: No surveys were conducted for this species as part of this habitat assessment. This species is expected to occur within the pond on-site. This species has been reported occurring less than 1 mile east of the project area in the Russian River (CNDDB 2014).

Nesting Passerines: As stated previously, passerines, protected under the MBTA and Fish and Wildlife Code 3503, have potential to nest within the proposed project area. Bird species potentially nesting in the riparian area include tree swallows (*Tachycineta bicolor*), bushtit (*Psaltriparus minimus*) and oak titmouse (*Baeolophus inornatus*) that glean insects from the bark. As early as February, passerines begin courtship and once paired, they begin nest building, often around the beginning of March. Nest structures vary in shapes, sizes and composition and can include stick nests, mud nests, matted reeds and cavity nests. For example, black phoebes may build a stick nest under the eaves of a building. Depending on environmental conditions, young birds may fledge from the nest as early as May and, if the prey base is large, the adults may lay a second clutch of eggs.

Project Area Occurrence: No surveys were conducted for these species as part of this habitat assessment. Several passerine (perching birds) species may nest on the site in the various habitats, including, but not limited to, white-breasted nuthatch in the oak trees. A nesting bird survey shall be conducted before removal

of any of these habitats, and seasonal restrictions put into place for occupied habitats, to ensure no take of individuals will occur.

Nesting Raptors: As with passerines, raptors (birds of prey), such as red-shouldered hawk (*Buteo lineatus*), cooper's hawk (*Accipiter cooperii*), are protected under the Federal Migratory Bird Treaty Act and Fish and Wildlife Code 3503.5

General Ecology and Distribution: Raptors nest in a variety of substrates including, cavities, ledges and stick nests. For example, Cooper's hawks are small bird hunters, hunting on the edges of forests in broken forest and grassland habitats where passerines forage for seeds and insects. Nests occur in heavily forested areas near a water source. Research sites on nesting Cooper's hawks rarely show the nests more than a quarter of a mile away from water, whether it is a cattle tank, stream or seep (Snyder and Snyder 1975). Trees typically used by Cooper's hawks include coast live oaks, cottonwoods, and black oaks (Call 1978), as well as second growth conifer stands or deciduous riparian areas. In general, the breeding season for raptors occurs in late March through June, depending on the climate, with young fledging by early August.

Project Area Occurrence: No surveys were conducted for these species as part of this habitat assessment. No nests were detected at the time of the survey. However, nest structures could be developed before the project goes to construction and the trees are removed.

Roosting bats – including Townsend's big-eared bat[1] (*Corynorhinus townsendii*), pallid bat[2] (*Antrozous pallidus*), western red bat (*Lasiurus blossevillii*) and hoary bat[2] (*Lasiurus cinereus*).

Status: [1]Proposed for listing as Endangered or Threatened by CDFW, [2]State Species of Concern (SSC), as well as Fish and Wildlife Code Sections 86, 2000, 2014, 3007, Title 14, Sections 15380, 15382.

General Ecology and Distribution: Bats in this region of California are not active year-round. During the maternity season, non-volant young of colonial bats remain in the roost until late summer (end of August), after which they may disperse from the natal roost or remain into or throughout the winter. Obligate tree-roosting bat species, and to some extent, colonial bats, may switch tree roosts frequently, particularly after young are volant, but are sometimes faithful for longer periods (weeks). During winter months, bats typically enter torpor, rousing only occasionally to drink water or opportunistically feed on insects. The onset of torpor is dependent upon environmental conditions, primarily temperature and rainfall. To prevent direct mortality of either non-volant young or torpid bats during winter months, roosts must not be disturbed or destroyed until bats are seasonally active, and only after they have been provide a means of escape from the roost.

Townsend's big-eared bats have been proposed for listing as either Endangered or Threatened by the California Fish and Wildlife Commission. During the one-year public comment and review process, the species receives the same protections as a fully listed species.

Townsend's big-eared bats are found unevenly throughout most of the state from sea level to the Sierras, but are more restricted in their roost habitat selection, and more sensitive to human disturbance. This species is more strongly associated with cave and mine habitat, preferring large, open roosts, compared to smaller cavities or crevices. In addition to cave and mine roosts, this species uses buildings, bridges and culverts, and there is some evidence that very large redwood tree basal hollows have been used. Roosts for this nomadic species may serve multiple functions throughout the year, and multiple sites may be used for different life stages (pregnancy, parturition, rearing, etc.). Males remain solitary during maternity season.

Pallid bats, an SSC species, are eclectic in their roosting habitat selection, and to some extent distribution, and can be found in crevices and small cavities in rock outcrops, tree hollows, mines, caves, and a wide variety of man-made structures such as buildings, bridges and culverts, generally in lower to mid-elevation sites. This species forms maternity colonies, composed of dozens to sometimes hundreds of females and their young, and smaller bachelor colonies composed of males and not-yet reproductive females.

Western red bats, an SSC species, have a broad, but disjunct, distribution throughout the state, and a wide range of elevations. Reproductive females are more common in the inland portions of the state than the Bay Area, where males are more common during the summer months. This is a foliage-roosting species typically associated with large-leaf trees, such as willows, cottonwoods, and sycamores, and is often found near riparian zones. Western red bats are typically solitary, however females give birth to two to five young, which is atypical compared to other bat species.

Project Area Occurrence: Buildings: Pallid bats and Townsend's big-eared bats have potential to roost in the structures located on the project site. Two non-SSC bat species, Yuma Myotis (*Myotis yumanensis*) and Brazilian free-tailed bats (*Tadarida braziliensis*) were found in several of the on-site buildings during the 2014 season (See Table 3).

Table 3: Structures Proposed for Renovation and their Potential Suitability for Roosting Bats

Structure	Site Location	Type of Roost	Signs Observed
Large baling barn	East (southern portion)	Maternity Day Roost – loft and lower floor Night Roost – loft and lower floor	Large amounts of fecal pellets widely distributed throughout lower floor areas, lower floor loft, and loft above. Large numbers (ca. 200) *Myotis yumanensis* roosting in frame gaps of wood hop cars and ca. 50 *Tadarida brasiliensis* at roof ridge beams. Appears to be a long-term maternity day roost.
Hop Barn (southern)	East (central portion)	Day Roost, possibly maternity – roof rafters and skip-sheathing gaps Night Roost – open areas in upper and lower floors	No bats observed during assessment, but small crevices could hid bat, probably *Myotis yumanensis* or other small *Myotis* species. Moderate amounts of bat fecal pellets on loft floor and lower floor ground.
Hop Barn (northern)	East (central portion)	Day Roost, possibly maternity – roof rafters and skip-sheathing gaps Night Roost – open areas in upper and lower floors	No bats observed during assessment, but small crevices could hid bat, probably *Myotis yumanensis* or other small *Myotis* species. Moderate amounts of bat fecal pellets on loft floor and lower floor ground.
Small farm house	East (central portion)	Maternity Day Roost – roof soffit, rafters Night Roost – while raising pups	Observed ca. 10 *Myotis yumanensis* roosting in enclosed soffit, more likely present but not visible.
Chicken shed	East (south portion)	None	None
Pump storage barn	East (central portion)	None	None

Large Barn: The large barn, constructed of wood with horizontal siding boards and corrugated metal roof, is in poor condition with many exterior siding boards missing or peeling away, providing many suitable entry points and roost areas. The structure contained extensive evidence of both day and night roosting activity in the lower floor. Bats have been roosting from floor joists, ceiling fixtures, wall joists, gaps in header beams, and other locations throughout. Most of the evidence in the lower floor appears to be the result of night-roosting activity, however the second floor and upper floor loft area contain evidence of day-roosting

activity, and approximately 200 Yuma myotis (*Myotis yumanensis*) were observed roosting in crevices in the frames of the hop cars located on rails in the loft, and ca. 50 Brazilian free-tailed bats (*Tadarida brasiliensis*) were observed roosting in the gap between the paired ridge beams of the roof, beneath the corrugated metal roofing material. This building provides maternity day roost habitat, and likely has done so for many years, based on extensive fecal and urine staining evidence throughout. Several photos are included in this report showing this roosting activity. There were additional cavities between exterior wall siding and interior wood panels that could provide roost habitat, but were not able to be surveyed at the time of our assessment.

Though not SSC species, large colonies of Brazilian free-tailed or Yuma myotis often occupy a roost, and significant impact to local breeding populations could occur if buildings are demolished without first conducting humane bat eviction or other appropriate measures.

Hop Barns: Both of these wood-sided/shingle-roof structures are in poor condition, with the south barn roof almost entirely missing, and exterior siding peeling and missing. Both structures contain suitable day and/or night roost habitat to varying degrees. Evidence of use by Brazilian free-tailed bats (*Tadarida brasiliensis*) and Yuma myotis (*Myotis yumanensis*) was present in the upper floor areas on the slotted flooring, walls, and gaps between skip-sheathing and roofing materials. In addition, a wad of cloth sacks was suspended from the roof rafters in the south barn, and a metal pulley hanging from the wall of the north barn both provided roost habitat for bats, based on fecal accumulations below. The lower floors, mostly open, could provide suitable night roost habitat, but appear too cold and damp for day roost activity.

Small Farm House (Residence): This wood-sided, single-story residence with attached shed roofs and patios has finished interior ceilings, and enclosed soffits at the gable ends. The building is in good condition, however, there are numerous potential openings into wall and roof sections. Approximately 10 *Myotis yumanensis* were observed inside the soffit cavity, and evidence of long-term use was observed. This structure is providing maternity day roost habitat, as well as night roost habitat for nursing female bats.

Chicken Shed: This corrugated metal-sided building with wood framing is too open to provide suitable roost habitat, other than for occasional, individual bats. No evidence of past or present roosting activity was observed.

Pump/Storage Barn: No evidence of past or present roosting activity was observed, however this building could provide habitat for day or night roosting bats if left undisturbed (the building is currently actively used for storage), and/or during bat exclusion/eviction from the barn structures.

Please refer to the Impacts and Mitigation Measures for details on avoidance measures of roosting bats in buildings on this site.

Trees: One valley oak tree on the western portion of the project site contained suitable potential cavity and crevice roost habitat. SSC bat species such as pallid bats, as well as non-SSC species have potential to roost in cavities and exfoliating bark observed in this tree.

Other larger mature trees throughout the project site proposed for removal may also support non-SSC bats such as western red bat (Lasiurus blossevillii), as well as hoary bats (*Lasiurus cinereus*), both obligate tree-roosting solitary bat species.

Please refer to the Impacts and Mitigation Measures for details on avoidance measures of roosting bats in trees on this site.

IMPACTS AND MITIGATION MEASURES

This section summarizes the potential temporary biological impacts from construction activities within the study area. The analysis of these impacts is based on a single reconnaissance-level survey of the study area, a review of existing databases and literature, and personal professional experience with biological resources of the region.

CEQA Guidelines Sections 15206 and 15380 were used to determine impact significance. Impacts are generally considered less than significant if the habitats and species affected are common and widespread in the region and the state.

A species may be treated as rare or endangered even if it has not been listed under CESA or FESA. Species are designated endangered when it survival and reproduction in the wild are in immediate jeopardy from one or more causes, including loss of habitat, change in habitat, overexploitation, disease or other factors.

For the purposes of this report, three principal components in the evaluation were considered:

- Magnitude of the impact (e.g., substantial/not substantial)
- Uniqueness of the affected resource (rarity)
- Susceptibility of the affected resource to disturbance (sensitivity)

The evaluation of significance must consider the interrelationship of these three components. For example, a relatively small-magnitude impact (e.g., disturbing a nest) to a state or federally listed species would be considered significant because the species is at low population levels and is presumed to be susceptible to disturbance. Conversely, a common habitat such as non-native grassland is not necessarily rare or sensitive to disturbance. Therefore, a much larger magnitude of impact (e.g., removal of extensive vegetation) would be required for it to be considered a significant impact.

Trees

Impacts: A total of 21 trees are proposed for removal as part of the proposed project. This includes 6 coast live oaks, 5 valley oaks, 4 cottonwoods and one redwood, all of which are native trees. The Sonoma County Tree Protection Ordinance General Provisions state:

> *Projects shall be designed to minimize the destruction of protected trees. With development permits, a site plan shall be submitted that depicts the location of all protected trees greater than nine inches (9") and their protected perimeters in areas that will be impacted by the proposed development, such as the building envelopes, access roads, leachfields, etc.*

Protected trees are defined as:

> *"Protected tree" means* Big Leaf Maple *Acer macrophyllum,* Black Oak *Quercus Kelloggii,* Blue Oak *Quercus Douglassi,* Coast Live Oak *Quercus agrifolia,* Interior Live Oak *Quercus Wislizenii,* Madrone *Arbutus Menziesii,* Oracle Oak *Quercus morehus,* Oregon Oak *Quercus Garryana,* Redwood *Sequoia sempervirens,* Valley Oak *Quercus lobata,* California Bay *Umbellularia California, and their hybrids.*
>
> *"Protected tree of special significance" means Quercus lobata* Valley Oak.

The Tree Protection Ordinance also states:

> *The Valley Oak-Quercus lobata shall receive special consideration in the design review process to the extent that mature specimens shall be retained to the fullest extent feasible. Valley Oaks contribute greatly to Sonoma County's visual character, landscape and they provide important visual relief in urban settings. On existing parcels created without the benefit of an accompanying*

EIR, design review shall focus on the preservation of Valley Oaks to the fullest extent feasible. Where such preservation would render a lot unbuildable, partial protection with accompanying appropriate mitigations developed by a certified arborist shall be incorporated into the project design. In such cases where only partial protection can be achieved, full replacement in accordance with the arboreal value chart shall be required.

Mitigation Measure: The project will comply with the County's Tree Protection Ordinance. Compensation for the loss of native trees is provided in the ordinance and is based on arboreal values. The ordinance requires one hundred percent (100%) replacement of trees or payment of in-lieu fees. It is recommended that a certified arborist conduct a tree survey and inventory as part of the analysis of impacts for the project.

The County ordinance also requires that:

Before the start of any clearing, excavation, construction or other work on the site, every tree designated for protection on the approved site plan shall be clearly delineated with a substantial barrier (steel posts and barbed wire or chain link fencing) at the protected perimeter, or limits established during the permit process. The delineation markers shall remain in place for the duration of all work. All trees to be removed shall be clearly marked. A scheme shall be established for the removal and disposal of brush, earth and other debris as to avoid injury to any protected tree.

Where proposed development or other site work must encroach upon the protected perimeter of a protected tree, special measures shall be incorporated to allow the roots to obtain oxygen, water and nutrients. Tree wells or other techniques may be used where advisable. No changes in existing ground level shall occur within the protected perimeter unless a drainage and aeration scheme approved by a certified arborist is utilized. No burning or use of equipment with an open flame shall occur near or within the protected perimeter (except for authorized controlled burns).

No storage or dumping of oil, gasoline, chemicals or other substances that may be harmful to trees shall occur within the drip line of any tree, or any other location on the site from which such substances might enter the drip line.

If any damage to a protected tree should occur during or as a result of work on the site, the County shall be promptly notified of such damage. If a protected tree is damaged so that it cannot be preserved in a healthy state, the planning director shall require replacement in accordance with the arboreal value chart. If on-site replacement is not feasible, the applicant shall pay the in-lieu fee to the tree replacement fund.

The following design standards for protected trees shall be adhered to:

Underground trenching for utilities should avoid tree roots within the protected perimeter. If avoidance is impractical, tunnels should be made below major roots. If tunnels are impractical and cutting roots is required, it shall be done by hand-sawn cuts after hand digging trenches. Trenches should be consolidated to serve as many units as possible.

Compaction within the drip line or protected perimeter shall be avoided.

Paving with either concrete or asphalt over the protected perimeter should be avoided. If paving over the protected perimeter cannot be avoided, affected trees shall be treated as removed for purposes of calculating arboreal values.

Wherever possible, septic systems and/or leachlines shall not be located on the uphill side of a protected tree.

Security posted for the purpose of insuring the proper construction of public or private improvements shall also include an amount sufficient to secure any requirements imposed pursuant to this section. In addition, security for potential tree damage shall be twenty-five percent (25%) of the amount posted for planned tree replacement. In lieu fees shall be paid prior to recording any maps. Such security shall not be released until protection requirements, including planting replacement trees, and any long term maintenance requirements have been satisfactorily discharged. The initial bond amount may be reduced to cover only the maintenance and replacement of trees after construction is completed.

Birds

Impact: Several passerine (perching birds) species observed on site, such as California towhee and scrub jays, build stick nests in trees and shrubs, while others, such as the white-breasted nuthatch and chestnut-backed chickadee, nest in tree cavities. Disturbance during the nesting season (February 15- August 15) may result in the potential nest abandonment and mortality of young, which is considered a "take" of an individual. However, many of the species observed on the site were fledged juveniles from this year, which means that the nesting season has concluded in the project area.

Mitigation Measure: The following mitigation measures should be followed in order to avoid or minimize impacts to passerines and raptors that may potentially nest in the trees:

1) Grading or removal of nesting trees should be conducted outside the nesting season, which occurs between approximately February 15 and August 15.
2) If grading between August 15 and February 15 is infeasible and groundbreaking must occur within the nesting season, a pre-construction nesting bird (both passerine and raptor) survey of the grasslands and adjacent trees shall be performed by a qualified biologist within 7 days of ground breaking. If no nesting birds are observed no further action is required and grading shall occur within one week of the survey to prevent "take" of individual birds that could begin nesting after the survey.
3) If active bird nests (either passerine and/or raptor) are observed during the pre-construction survey, a disturbance-free buffer zone shall be established around the nest tree(s) until the young have fledged, as determined by a qualified biologist.
4) The radius of the required buffer zone can vary depending on the species, (i.e., 75-100 feet for passerines and 200-300 feet for raptors), with the dimensions of any required buffer zones to be determined by a qualified biologist in consultation with CDFW.
5) To delineate the buffer zone around a nesting tree, orange construction fencing shall be placed at the specified radius from the base of the tree within which no machinery or workers shall intrude.
6) After the fencing is in place there will be no restrictions on grading or construction activities outside the prescribed buffer zones.

Mammals

Impact: Renovation of buildings may cause direct mortality of roosting bats that use the structures, if the structures are removed during seasonal periods of inactivity (maternity season or winter), or without first conducting humane bat eviction or partial dismantling under supervision of a qualified bat biologist experienced with bats using man-made roosts.

Preventing Take of Bats in Buildings – General Discussion

In the case of buildings to be demolished for redevelopment, there are only two effective methods for getting bats out of the structure. The first, utilized mainly when the building is in good condition or will not be demolished, and the work is feasible, is "humane eviction", or "bat exclusion", which relies on the bats' ability to fly out of the roost. In this method, all potential, but currently unused entry points into the structure are sealed. The active entry points are fitted with one-way exits, which are left in place 7-10 days to allow all

bats to emerge normally during nightly feeding flights. The one-way exits are then removed and the remaining openings sealed until demolition if it will occur more than 30 days after demolition. If the interval between successful eviction and demolition will be short (less than 4 weeks), the one-way exits may often be left in place until demolition. This work must be conducted by, or under direct supervision or instruction by a bat biologist qualified in humane bat eviction methods and materials.

In some cases, the physical condition of the structure is so poor that humane eviction as described above is not possible. If that occurs, the building must be carefully, and selectively dismantled in such a way that the internal environment is altered to a degree sufficient to cause bats to abandon the roost and not return. This must occur under the guidance bat biologist qualified in partial dismantling of structures for bat eviction.

In general, humane eviction of bats must occur during seasonal periods of bat activity, ***between March 1, or when evening temperatures are above 45F and rainfall less than ½" in 24 hours occurs, and April 15, prior to parturition of pups. The next acceptable period for humane eviction with suitable roosting habitat is after pups become self-sufficiently volant – September 1 through about October 15, or prior to evening temperatures dropping below 45F and onset of rainfall fretter than ½" in 24 hours.***

Mitigation Measures: To prevent direct mortality of bats that may roost in the structures on site, the following measures are recommended:

Large Barn: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity (see below for dates), conduct partial dismantling of portions of exterior siding and roofing material to increase light and airflow into structure. This will cause bats to abandon the structure if the building is made effectively unsuitable for continued roosting activity. All walls will require some removal of siding material to accomplish this, but the upper loft will also require supplemental lights aimed up from the floor directly beneath the hop cars to cause bats to abandon the roost crevices.

We recommend the use of exterior, PAR-style LED lights in suitable fixtures; these will provide bright light without heat and be economical to operate. It may require 7-10 days of this treatment to cause all bats to abandon the structure prior to construction activities, which must either occur within 48 hours of these actions, or the building must be sealed using polyethylene sheeting, leaving no available gaps. All measures must be implemented only during seasonal periods of bat activity to prevent direct mortality of non-volant young or overwintering adults and juveniles.

South Hop Barn: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity (see below for dates), conduct partial dismantling of portions of exterior siding and roofing material to increase light and airflow into structure, causing bats to abandon the structure of their own volition. All walls will require some removal of siding material to accomplish this.

North Hop Barn: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity (see below for dates), conduct partial dismantling of portions of exterior siding and roofing material to increase light and airflow into structure, causing bats to abandon the structure of their own volition. All walls will require some removal of siding material to accomplish this.

Residence: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity (see below for dates), conduct partial dismantling of portions of exterior siding and roofing material to increase light and airflow into structure, causing bats to abandon the structure of their own volition. All walls and portions of the soffit boards will require some removal of material to accomplish this.

Chicken Shed: No further actions are required to prevent use by bats or take of roosting bats.

Pump/Storage Barn: To reduce the likelihood of this building being used by bats abandoning the larger structures, all doors should be left open during day and night hours. No further actions are required.

Acceptable periods for partial dismantling are:

1. ***Between approximately March 1 (or when heavy rains [greater than ½" in 24 hrs.] cease and/or evening temperatures remain above 45F) and April 15 (after which time females will begin to give birth to pups.***
2. ***Between September 1 (after all pups are self-sufficiently volant) and approximately October 15 (or before heavy rains [greater than ½" in 24 hrs.] begin and/or evening temperatures fall below 45F)***

Table 4: Recommended Mitigation Measures for Structures – 7097 Westside Road

Structure	Site Location	Occupied?	Mitigation
Large barn	East	Y	Conduct partial dismantling of structure to reduce habitat suitability (see text for full details); 1. Work must be conducted under direct supervision of a qualified bat biologist. 2. Partial dismantling must occur only between Mar. 1 – Apr. 15, or Sep. 1 – Oct. 15. 3. Supplemental illumination must be used in the loft to cause bats to abandon vertical gaps in bottoms of hop cars.
Hop Barn (southern)	East	Y	Conduct partial dismantling of structure to reduce habitat suitability (see text for full details); 1. Work must be conducted under direct supervision of a qualified bat biologist. 2. Partial dismantling must occur only between Mar. 1 – Apr. 15, or Sep. 1 – Oct. 15. 3. Supplemental illumination must be used in the loft to cause bats to abandon vertical gaps in bottoms of hop cars.
Hop Barn (northern)	East	Y	Conduct partial dismantling of structure to reduce habitat suitability (see text for full details); 1. Work must be conducted under direct supervision of a qualified bat biologist. 2. Partial dismantling must occur only between Mar. 1 – Apr. 15, or Sep. 1 – Oct. 15. 3. Supplemental illumination must be used in the loft to cause bats to abandon vertical gaps in bottoms of hop cars.
Small farm house	East	Y	Conduct partial dismantling of structure to reduce habitat suitability (see text for full details); 1. Work must be conducted under direct supervision of a qualified bat biologist. 2. Partial dismantling must occur only between Mar. 1 – Apr. 15, or Sep. 1 – Oct. 15. 3. Supplemental illumination must be used in the loft to cause bats to abandon vertical gaps in bottoms of hop cars.
Chicken coop	East	N	None
Pump storage barn	East	N	Leave barn doors open during daylight hours during partial dismantling of barns and farm house to prevent new occupation.

Impact: Removal of trees may cause direct mortality of roosting bats, if the trees the provide suitable roosting habitat are removed during seasonal periods of inactivity (maternity season or winter).

Mitigation Measure: To prevent direct mortality of bats that may roost in tree cavities, crevices, exfoliating bark, or foliage of the trees identified on the site, the following measures are recommended:

1) Potential habitat trees shall be removed only between approximately March 1, or when evening temperatures are above 45°F and rainfall less than ½" in 24 hours occurs, and April 15, prior to parturition of pups. The next acceptable period is after pups become self-sufficiently volant – September 1 through about October 15, or prior to evening temperatures dropping below 45°F and onset of rainfall greater than ½" in 24 hours.

2) Tree removal shall be conducted using a two-stage process over two consecutive days (e.g. Tuesday and Wednesday, or Thursday and Friday). With this method, small branches and small limbs containing ***no*** cavity, crevice or exfoliating bark habitat on habitat trees, as identified by a qualified bat biologist are removed first on Day 1, ***using chainsaws only*** (no dozers, backhoes, etc.). The following day (Day 2), the remainder of the tree is to be removed. The disturbance caused by chainsaw noise and vibration, coupled with the physical alteration, has the effect of causing colonial bat species to abandon the roost tree after nightly emergence for foraging. Removing the tree the next day prevents re-habituation and re-occupation of the altered tree.

3) Trees containing suitable potential habitat must be trimmed with chainsaws on Day 1 under initial field supervision by a qualified bat expert to ensure that the tree cutters fully understand the process, and avoid incorrectly cutting potential habitat features or trees. After tree cutters have received sufficient instruction, the qualified bat expert does not need to remain on the site.

4) All other vegetation other than trees within the Limit of Work should be removed prior to tree removal, according to the dates provided above. If vegetation must be removed outside those dates, a 50' buffer around each habitat tree should be observed to reduce likelihood of abandonment of the roost and young.

5) If non-habitat trees must be removed outside seasonal periods of bat activity as described above, a 50' buffer around each habitat tree should be observed to reduce likelihood of abandonment of the roost and young.

6) In order to minimize potential take of solitary bats such as *L. blossevillii* or *L. cinereus*, tree removal should begin with the smaller trees and vegetation on the site, followed by smaller trees in each location where trees are to be removed. Only chainsaws should be used, to create a noise disturbance that will be sufficient to cause roosting individual *L. blossevillii* or *L. cinereus* to abandon the site.

Figures – Structures Containing Bat Roost Features

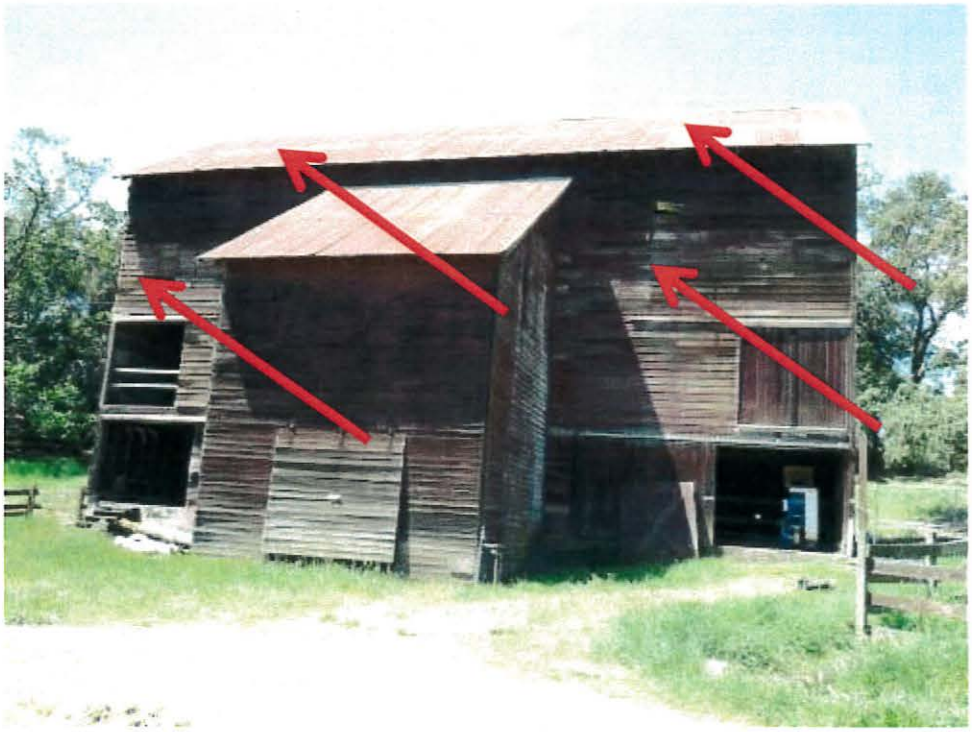


Figure 6. Large barn - east wall. Arrows depict areas to remove during partial dismantling to cause bats to abandon the roost (see text).

Figure 7. Large barn - southeast corner, showing peeling siding boards. Arrows depict areas to remove during partial dismantling to cause bats to abandon the roost (see text).

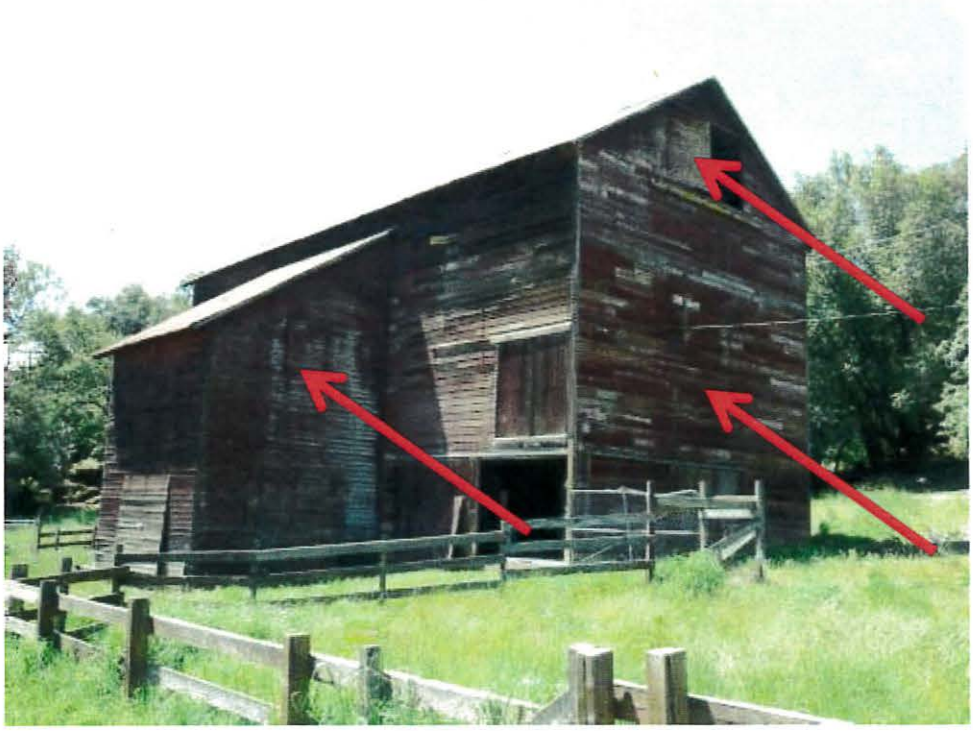


Figure 8. Large barn - northeast wall. Arrows depict areas to remove during partial dismantling to cause bats to abandon the roost (see text).

Figure 9. Large barn lower floor interior. Bats roosting from rafters and other features.

Figure 10. Large barn lower floor interior. Bats using gaps between rafters and skip-sheathing, corrugated metal gaps at tops of walls, crevices in paired beams (arrows).

Figure 11. Large barn lower floor interior. Bats using gaps between rafters and skip-sheathing, corrugated metal gaps at tops of walls, crevices in paired beams (arrows).

Figure 12. Large barn upper floor loft. Bats roosting inside hop cars and underneath, in crevices formed by framework (arrows).

Figure 13. Large barn upper floor loft. Large accumulation of fecal matter beneath crevice roosts in frames of hop cars. Evidence suggests long-term maternity roost site.

Figure 14. Large barn upper floor loft – view into hop car framework wood crevice roost site.

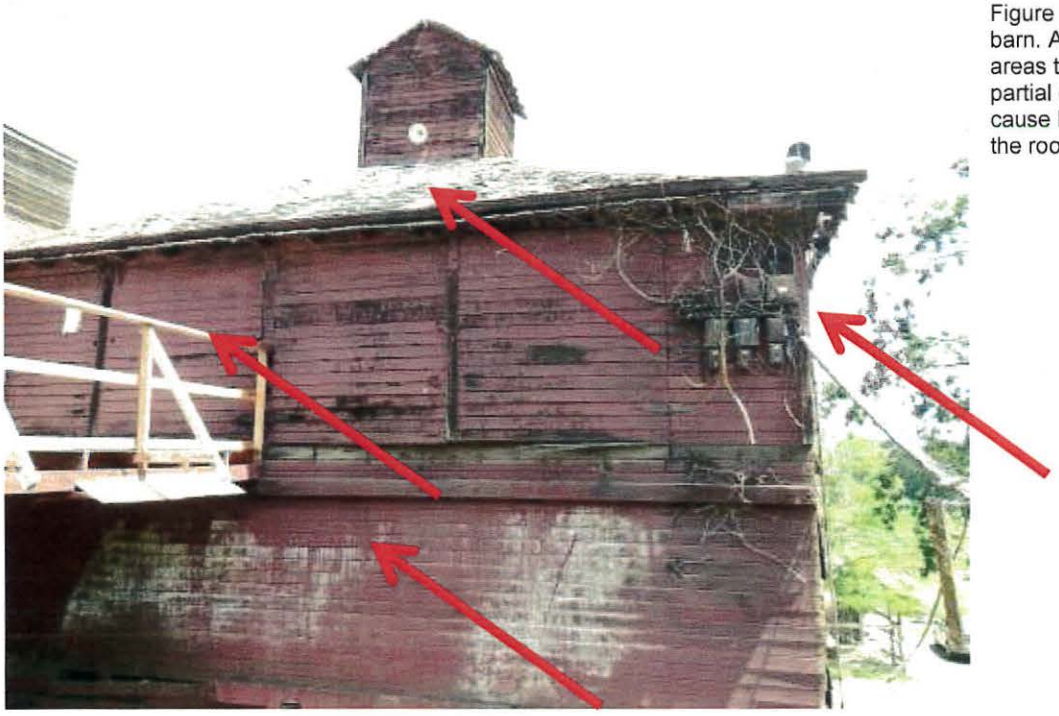


Figure 15. North hop barn. Arrows depict areas to remove during partial dismantling to cause bats to abandon the roost (see text).

Figure 16. North hop barn. Arrows depict areas to remove during partial dismantling to cause bats to abandon the roost (see text).

Figure 17. North hop barn loft area. Bats using skip-sheathing at roof, rafters, pulley against wall (arrow).

Figure 18. North hop barn loft area. Bat fecals beneath pulley hanging from wall (see Figure 11).

Figure 19. Residence. Arrows depict areas to remove during partial dismantling.

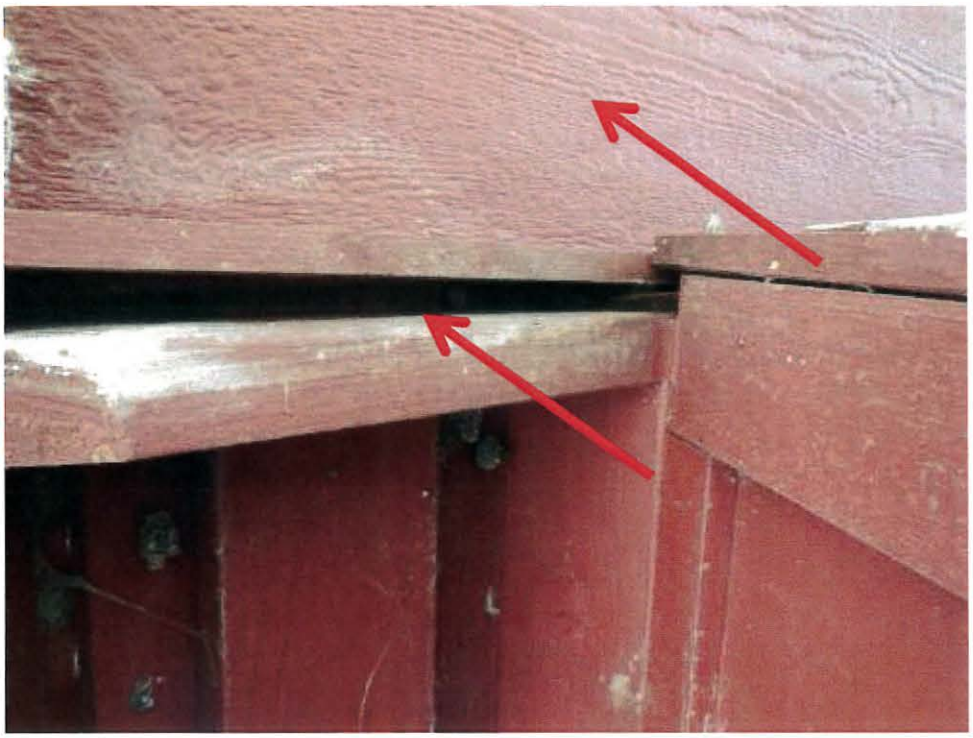


Figure 20. Residence. Arrows show active roost area and entry.

Figure 21. Residence. Rafter blocking potential roost entrances for bats.

Movement Corridors

Although 3.47 acres are proposed for development no impacts to movement corridors for wildlife will occur. The drainages on the east side will not be developed, nor will the coast live oak woodland. Although the winery building on the west side of the proposed project area extends to the property line on both sides there is suitable undeveloped areas for wildlife to move around the building. The proposed winery would not be a barrier to movement, and animals can move around the structures at night. Thus, no impediment to movement corridors will occur from the proposed project. After the project is built, no peripheral barriers, such as fencing, will be installed.

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APPENDIX A: FEDERAL, STATE AND LOCAL PLANS, POLICIES, REGULATIONS AND ORDINANCES

Federal Endangered Species Act - U.S. Fish and Wildlife Service
Pursuant to ESA, the U.S. Fish and Wildlife Service (USFWS) has regulatory authority over federally listed species. Under ESA, a permit to "take" a listed species is required for any federal action that may harm an individual of that species. Take is defined under Section 9 of ESA as "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct." Under federal regulation, take is further defined to include habitat modification or degradation where it would be expected to result in death or injury to listed wildlife by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering. Section 7 of ESA requires all federal agencies to consult with USFWS to ensure that their actions are not likely to "jeopardize the continued existence" of any listed species or "result in the destruction or adverse modification" of designated critical habitat. No federal approvals or other actions are anticipated as being required to implement the project at this time. Therefore, consultation under Section 7 of ESA is not expected. However, if USACE determines that wetlands and/or other waters of the United States on the project site are subject to protection under Section 404 of the CWA, or any other federal action becomes necessary, consultation under Section 7 of ESA would be required.

For projects where federal action is not involved and take of a listed species may occur, the project proponent may seek to obtain a permit for incidental take under Section 10(a) of ESA. Section 10(a) of ESA allows USFWS to permit the incidental take of listed species if such take is accompanied by a habitat conservation plan (HCP) that includes components to minimize and mitigate impacts associated with the take. The permit is known as an incidental take permit. The project proponent must obtain a permit before conducting any otherwise-lawful activities that would result in the incidental take of a federally listed species.

Sections 404 and 401 of the Clean Water Act - U.S. Army Corps of Engineers
USACE regulates the discharge of dredged or fill material into waters of the United States under Section 404 of the CWA. Waters of the United States are defined as waters where use, degradation, or destruction could affect interstate or foreign commerce, tributaries to any of these waters, and wetlands that meet any of these criteria or that are somehow connected to any of these waters or their tributaries. Wetlands are defined as areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted to life in saturated soil conditions. Wetlands falling under USACE jurisdiction must demonstrate the presence of three specific wetland parameters: hydric soils, hydrophytic vegetation, and sufficient wetland hydrology. Generally, wetlands include swamps, marshes, bogs, and similar areas. Lakes, rivers, and streams are defined as "other waters." Jurisdictional limits of these features are typically noted by the ordinary high-water mark (OHWM). The OHWM is the line on the shore or bank that is established by the fluctuations of water and indicated by physical characteristics, such as a clear, natural line impressed on the bank, shelving, changes in soils, lack of woody or terrestrial vegetation, the presence of litter or debris, or other characteristics of the surrounding areas.

Isolated ponds or seasonal depressions had been previously regulated as waters of the United States. However, in Solid Waste Agency of Northwestern Cook County (SWANCC) v. United States Army Corps of Engineers et al. (January 8, 2001), the U.S. Supreme Court ruled that certain "isolated" wetlands (e.g., nonnavigable, isolated, and intrastate) do not fall under the jurisdiction of the CWA and are no longer under USACE jurisdiction (although isolated wetlands are regulated by the State of California under the Porter-Cologne Water Quality Control Act—see discussion below). Some circuit courts (e.g., U.S. v. Deaton, 2003; U.S. v. Rapanos, 2003; Northern California River Watch v. City of Healdsburg, 2006), however, have ruled that the SWANCC opinion does not prevent CWA jurisdiction if a "significant nexus" such as a hydrologic connection exists, whether it be human-made (e.g., roadside ditch) or natural tributary to navigable waters, or direct seepage from the wetland to the navigable water, a surface or underground hydraulic connection, an ecological connection (e.g., the same bird, mammal, and fish populations are supported by both the wetland

and the navigable water), and changes to chemical concentrations in the navigable water due to water from the wetland.

Section 404 prohibits the discharge of dredged or fill material into waters of the United States (including wetlands) without a permit from USACE. With respect to the proposed project, the discharge of dredged or fill material includes the following activities:

- placement of fill that is necessary for the construction of any structure or infrastructure in a water of the United States;
- the building of any structure, infrastructure, or impoundment requiring rock, sand, dirt, or other material for its construction;
- site-development fills for recreational, industrial, commercial, residential, or other uses; and
- construction of causeways or road fills.

The regulations and policies of USACE, the U.S. Environmental Protection Agency (EPA), and USFWS mandate that the filling of wetlands be avoided unless it can be demonstrated that no practicable alternatives (to filling wetlands) exist. If the placement of fill into waters of the U.S., including wetlands, meets certain criteria the project be permitted under one of the Nation Wide Permits (NWP), which is an expedited permit process.

Section 401 of the CWA requires an applicant for any federal permit that may result in a discharge into waters of the United States to obtain a certification from the state that the discharge will comply with provisions of the CWA. The regional water quality control boards (RWQCBs) administer this program. Any condition of water quality certification would be incorporated into the USACE permit. The state has a policy of no net loss of wetlands and typically requires mitigation for impacts on wetlands before it will issue a water quality certification.

California Endangered Species Act (CESA)

The California Endangered Species Act (CESA) (FGC §§ 2050–2116) is administered by the California Department of Fish and Wildlife. The CESA prohibits the "taking" of listed species except as otherwise provided in state law. The CESA includes FGC Sections 2050–2116, and policy of the state to conserve, protect, restore, and enhance any endangered species or any threatened species and its habitat. The CESA requires mitigation measures or alternatives to a proposed project to address impacts to any State listed endangered, threatened or candidate species, or if a project would jeopardize the continued existence of any endangered or threatened species or result in the destruction or adverse modification of habitat essential to the continued existence of those species, if there are reasonable and prudent alternatives available consistent with conserving the species or its habitat which would prevent jeopardy. Section 86 of the FGC defines take as "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." Unlike the ESA, CESA applies the take prohibitions to species under petition for listing (state candidates) in addition to listed species. Section 2081 of the FGC expressly allows DFG to authorize the incidental take of endangered, threatened, and candidate species if all of the following conditions are met:

- The take is incidental to an otherwise lawful activity.
- The impacts of the authorized take are minimized and fully mitigated.
- Issuance of the permit will not jeopardize the continued existence of the species.
- The permit is consistent with any regulations adopted in accordance with §§ 2112 and 2114 (legislature-funded recovery strategy pilot programs in the affected area).
- The applicant ensures that adequate funding is provided for implementing mitigation measures and monitoring compliance with these measures and their effectiveness.

The CESA provides that if a person obtains an incidental take permit under specified provisions of the ESA for species also listed under the CESA, no further authorization is necessary under CESA if the federal permit satisfies all the requirements of CESA and the person follows specified steps (FGC § 2080.1).

California Environmental Quality Act (CEQA)

CEQA is a California statute passed in 1970, shortly after the United States federal government passed NEPA, to institute a statewide policy of environmental protection. CEQA does not directly regulate land uses, but instead requires state and local agencies within California to follow a protocol of analysis and public disclosure of environmental impacts of proposed projects and adopt all feasible measures to mitigate those impacts.

The CEQA statute, California Public Resources Code § 21000 et seq., codifies a statewide policy of environmental protection. According to CEQA, all state and local agencies must give major consideration to environmental protection in regulating public and private activities, and should not approve projects for which there exist feasible and environmentally superior mitigation measures or alternatives.

Species Protection under California Department of Fish and Wildlife
The CDFW is established under the Fish and Game Code (FGC) (FGC § 700) and states that the fish and wildlife resources of the state are held in trust for the people of the state by and through CDFW (FGC § 711.7(a)). All licenses, permits, tag reservations and other entitlements for the take of fish and game authorized by FGC are prepared and issued by CDFW (FGC § 1050 (a)).

Provisions of the FGC provide special protection to certain enumerated species such as:

§ 3503 protects eggs and nests of all birds.
§ 3503.5 protects birds of prey and their nests.
§ 3511 lists fully protected birds.
§ 3513 protects all birds covered under the federal Migratory Bird Treaty Act.
§ 3800 defines nongame birds.
§ 4150 defines nongame mammals.
§ 4700 lists fully protected mammals.
§ 5050 lists fully protected amphibians and reptiles.
§ 5515 lists fully protected fish species.

In addition, the Native Plant Protection Act (NPPA), directs the CDFW to carry out the Legislature's intent to "preserve, protect and enhance rare and endangered plants in this State." As a result, the NPPA allows the California Fish and Game Commission to designate native plants as endangered or rare, and to require permits for collecting, transporting, or selling such plants.

California Native Plant Society (CNPS)
The California Native Plant Society (CNPS) is a statewide non-profit organization dedicated to the monitoring and protection of sensitive species in California. The CNPS publishes and maintains an Inventory of Rare and Endangered Vascular Plants of California, focusing on geographic distribution and qualitative characterization of rare, threatened, or endangered vascular plant species of California. The list serves as the candidate list for listing as threatened and endangered by the CDFG. The Inventory assigns plants to the following categories:

A. Presumed Extinct in California
B. Rare or endangered in California and elsewhere
Rare or endangered in California, more common elsewhere
Plants for which more information is needed
Plants of limited distribution.

Additional rarity, endangerment, and distribution codes are assigned to each taxa.

Plants on Lists 1A, 1B, and 2 of the CNPS Inventory consist of plants that may qualify for listing, and the Department recommends they be addressed in CEQA projects (CEQA Guidelines Section 15380). However, a plant need not be in the Inventory to be considered a rare, threatened, or endangered species under CEQA. In addition, the DFG recommends, and local governments may require, protection of plants which are regionally significant, such as locally rare species, disjunct populations of more common plants, or plants on the CNPS Lists 3 and 4.

Waters of the State - California Regional Water Quality Control Board
The term "Waters of the State" is defined by the Porter-Cologne Act as "any surface water or groundwater, including saline waters, within the boundaries of the state." The Regional Water Quality Control Board (RWQCB) protects all waters in its regulatory scope, but has special responsibility for wetlands, riparian areas, and headwaters. These waterbodies have high resource value, are vulnerable to filling, and are not systematically protected by other programs. RWQCB jurisdiction includes "isolated" wetlands and waters that may not be regulated by the USACE under Section 404. "Waters of the State" are regulated by the RWQCB under the State Water Quality Certification Program which regulates discharges of fill and dredged material under Section 401 of the Clean Water Act and the Porter-Cologne Water Quality Control Act. Projects that require a USACE permit, or fall under other federal jurisdiction, and have the potential to impact "Waters of the State," are required to comply with the terms of the Water Quality Certification determination.

If a proposed project does not require a federal permit, but does involve dredge or fill activities that may result in a discharge to "Waters of the State," the RWQCB has the option to regulate the dredge and fill activities under its state authority in the form of Waste Discharge Requirements.

Streams, Lakes, and Riparian Habitat - California Department of Fish and Game
Streams and lakes, as habitat for fish and wildlife species, are subject to jurisdiction by CDFG under Sections 1600-1616 of the State Fish and Game Code. Alterations to or work within or adjacent to streambeds or lakes generally require a 1602 Lake and Streambed Alteration Agreement. The term stream, which includes creeks and rivers, is defined in the California Code of Regulations (CCR) as follows: "a body of water that flows at least periodically or intermittently through a bed or channel having banks and supports fish or other aquatic life. This includes watercourses having a surface or subsurface flow that supports or has supported riparian vegetation" (14 CCR 1.72). In addition, the term stream can include ephemeral streams, dry washes, watercourses with subsurface flows, canals, aqueducts, irrigation ditches, and other means of water conveyance if they support aquatic life, riparian vegetation, or stream-dependent terrestrial wildlife (CDFG ESD 1994). Riparian is defined as, "on, or pertaining to, the banks of a stream;" therefore, riparian vegetation is defined as, "vegetation which occurs in and/or adjacent to a stream and is dependent on, and occurs because of, the stream itself" (CDFG ESD 1994). Removal of riparian vegetation also requires a Section 1602 Lake and Streambed Alteration Agreement from CDFG.

Native Tree Protection and Preservation - Sonoma County
Pursuant to the Sonoma County Native Tree Protection and Preservation Ordinance, Chapters 25 and 26 of the Sonoma County Zoning Regulations, the County requires that projects shall be designed to minimize the destruction of protected trees.. Trees protected include the following: Big Leaf Maple (*Acer macrophyllum*), Black Oak (*Quercus kelloggii)*, Blue Oak (*Quercus douglasii*), Coast Live Oak (*Quercus agrifolia*), Interior Live Oak (*Quercus wislizenii*), Madrone (*Arbutus menziesii*), Oracle Oak (*Quercus morehus*), Oregon Oak (*Quercus garryana*), Redwood (*Sequoia sempervirens*), Valley Oak (*Quercus lobata*), California Bay (*Umbellularia californica*), and their hybrids.

With development permits a site plan shall be submitted that depicts the location of all protected trees greater than nine inches (9") and their protected perimeters in areas that will be impacted by the proposed development, such as the building envelopes, access roads, leachfields, etc. Lot line adjustments, zoning permits and agricultural uses are exempt from this requirement. The provisions of this section shall not apply to trees which are the subject of a valid timber harvesting permit approved by the state of California. This section shall not be applied in a manner that would reduce allowable density lower than that permitted as a result of CEQA or by other county ordinances or render a property undevelopable. To achieve this end, adjustments may be made.

Replacement trees may be located on residentially zoned parcels of at least one and one-half acres and on any commercial or industrial zoned parcel, regardless of size, where feasible. Where infeasible, they may be

located on public lands or maintained private open space. In-lieu fees may be used to acquire and protect stands of native trees in preserves or place trees on public lands.

Permits to remove trees will take into account the environmental effects of removal, possible alternatives to removal, and whether preservation unreasonably interferes with development of the parcel. Required mitigation may include:

1. establishment and maintenance of replacement trees;
2. a detailed mitigation management plan;
3. removal of invasive exotics; and
4. posting of a bond to cover the cost of an inspection to ensure the success of measures
5. described above.

Appendix B: Potentially Occurring Special-Status Plant Species in the Study Area

Scientific Name **Common Name**	**Status USFWS/ CDFW/ CNPS list**	**Habitat Affinities and Blooming Period/Life Form**	**Potential for Occurrence**
Alopecurus aequalis var. *sonomensis* Sonoma alopecurus	FE/-/1B	Freshwater marshes and swamps, riparian scrub. May-July. Elevation: 5-365m.	None. No habitat present in study area.
Amorpha californica var. *napensis* Napa false indigo	-/-/1B	Broadleafed upland forest (openings), chaparral, cismontane woodland. Blooms April-July. Elevation: 120-2000m.	None. No habitat present in study area.
Arctostaphylos bakeri ssp. *bakeri* Baker's manzanita	-/CR/1B	Broadleafed upland forest, chaparral often on serpentinite. Blooms February to April. Elevation: 75-300m.	None. No habitat present in study area.
Arctostaphylos bakeri ssp. *sublevis* The Cedars manzanita	-/CR/1B	Closed-cone coniferous forest, chaparral, often on serpentine. Blooms February to April.	None. No habitat present in study area.
Arctostaphylos densiflora Vine Hill manzanita	-/CE/1B	Chaparral on acid marine sand. February-April. Elevation: 50-120m.	None. No habitat present in study area.
Arctostaphylos hispidula Howell's mananita	-/-/1B	Chaparral on serpentinite or sandstone. Blooms March to April. Elevation: 120-1250m.	None. No habitat present in study area.
Arctostaphylos stanfordiana ssp. *decumbens* Rincon Ridge manzanita	-/-/1B	Chaparral on rhyolitic soils and cismontane woodland. Blooms February to April (sometimes May). Elevation: 75-370m.	None. No habitat present in study area.
Blennosperma bakeri Sonoma sunshine	FE/CE/1B	Valley and foothill grassland (mesic), vernal pools. Blooms March to May. Elevation: 10-110m.	None. Not observed during surveys. Typical habitat not present in study area.
Brodiaea leptandra Narrow-anthered brodiaea	-/-/1B	Broadleafed upland forest, chaparral, cismontane woodland, lower montane coniferous forest, valley and foothill grassland on volcanic soils. Blooms May to July. Elevation: 110-915m.	None. Typical habitat present in study area. Not observed during surveys.
Calamagrostis bolanderi Bolander's reed grass	-/-/4	Bogs and fens, broadleafed upland forest, closed-cone coniferous forest, coastal scrub, meadows and seeps, freshwater marshes and swamps, North Coast coniferous forest on mesic sites. May-August. Elevation: 0-455m.	None. No habitat present in study area. Not observed during surveys.

Scientific Name Common Name	Status USFWS/ CDFW/ CNPS list	Habitat Affinities and Blooming Period/Life Form	Potential for Occurrence
Calamagrostis crassiglumis Thurber's reed grass	-/-/2B	Coastal scrub (mesic), freshwater marshes and swamps. Blooms April to July. Elevation: 90-1065m.	None. No habitat present in study area. Not observed during surveys.
Campanula californica Swamp harebell	-/-/1B	Bogs and fens, closed-cone coniferous forest, coastal prairie, meadows and seeps, freshwater marshes and swamps, North Coast coniferous forest. June-October. Elevation: 1-405m.	None. No habitat present in study area.
Carex comosa Bristly sedge	-/-/2B	Coastal prairie, marshes and swamps, lake margins, mesic sites in grasslands. Blooms May to Sept.	None. No habitat present in study area.
Castilleja ambigua var. *ambigua* Johnny-nip	-/-/4	Coastal bluff scrub, coastal prairie, coastal scrub, marshes and swamps, valley and foothill grassland, margins of vernal pools. Blooms March to August. Elevation 0-435m.	None. Typical habitat not present in study area. Not observed during surveys.
Castilleja uliginosa Pitkin Marsh paintbrush	-/CE/1A	Freshwater marshes and swamps. June-July. Elevation: 60m.	None. No habitat present in study area.
Ceanothus confusus Rincon Ridge ceanothus	-/-/1B	Closed-cone coniferous forest, chaparral, cismontane woodland on volcanic or serpentinite. Blooms February to June. Elevation: 75-1065m.	None. No habitat present in study area..
Ceanothus foliosus var. *vineatus* Vine Hill ceanothus	-/-/1B	Chaparral. March-May. Elevation: 45-305m.	None. No habitat present in study area.
Ceanothus gloriosus var. *exaltatus* Glory brush	-/-/4	Chaparral. Blooms March to August. Elevation: 30-610m.	None. No habitat present in study area.
Ceanothus purpureus Holly-leaved ceanothus	-/-/1B	Chaparral and cismontane woodland with rocky, volcanic substrate. Blooms February to June. Elevation: 120-640m.	None. No habitat present in study area.
Centromadia parryi ssp. *parry* Pappose tarplant	-/-/1B	Chaparral, coastal prairie, meadows and seeps, coastal marshes and swamps, valley and foothill grassland on vernally mesic, often alkaline sites. May-November. Elevation: 2-420m.	None. Typical habitat not present in study area. Not observed during surveys.
Chorizanthe valida Sonoma spineflower	FE/CE/1B	Coastal prairie on sandy soils. Blooms June to August. Elevation: 10-305m.	None. No habitat present in study area.

Scientific Name **Common Name**	**Status USFWS/ CDFW/ CNPS list**	**Habitat Affinities and Blooming Period/Life Form**	**Potential for Occurrence**
Clarkia imbricata Vine Hill clarkia	FE/CE/1B	Chaparral, valley and foothill grassland on acidic sandy loam soils. June-August. Elevation: 50-75m.	None. No habitat in study area.
Cordylanthus tenuis ssp. *brunneus* Serpentine bird's-beak	-/-/4	Closed-cone coniferous forest, chaparral, cismontane woodland on serpentinite. Blooms July to August. Elevation: 475-915m.	None. No habitat present in study area.
Cordylanthus tenuis ssp. *capillaris*	FE/CR/1B	Closed-cone coniferous forest, chaparral on serpentinite. June-September. Elevation: 45-305m.	None. No habitat in study area.
Cuscuta obtusiflora var. *glandulosa*	-/-/2B	Freshwater marshes and swamps. July-October. Elevation: 15-280m.	None. No habitat in study area.
Delphinium bakeri Baker's larkspur	FE/CE/1B	Broadleafed upland forest, coastal scrub, valley and foothill grassland, on decomposed shale, often mesic. Blooms March to May. Elevation: 80-305m.	None. Typical habitat not present in study area. Not observed during surveys.
Delphinium luteum Golden larkspur	FE/CR/1B	Chaparral, coastal prairie, coastal scrub on rocky soils. March-May. Elevation: 0-100m.	None. Not observed during surveys. Habitat not present on site.
Downingia pusilla Dwarf downingia	-/-/2B	Valley and foothill grassland (mesic), vernal pools. Blooms March to May. Elevation: 1-445m.	None. Not observed during surveys. Typical habitat not present in study area.
Erigeron biolettii Streamside daisy	-/-/3	Broadleafed upland forest, cismontane woodland, North Coast coniferous forest on rocky and mesic sites. Blooms June-October. Elevation 30-1100m.	None. No habitat present in study area.
Erigeron greenei Greene's narrow-leaved daisy	-/-/1B	Chaparral on serpentinite or volcanic soils. Blooms May to September. Elevation: 80-1005m.	None. No habitat present in study area.
Erigerion serpentinus Serpentine daisy	-/-/1B	Chaparral on serpentine and seeps. May-August. Elevation: 60-670m.	None. No habitat in study area.
Eriophorum gracile Slender cottongrass	-/-/4	Bogs and fens, meadows and seeps, upper montane coniferous forest on acidic soils. Blooms May to September. Elevation: 1280-2900m.	None. No habitat in study area.

Scientific Name Common Name	Status USFWS/ CDFW/ CNPS list	Habitat Affinities and Blooming Period/Life Form	Potential for Occurrence
Fritillaria liliacea Fragrant fritillary	-/-/1B	Cismontane woodland, coastal prairie, coastal scrub, valley and foothill grassland often on serpentinite. Blooms February to April. Elevation: 3-410m.	None. Not observed during surveys. Typical habitat not present in study area.
Gilia capitata ssp. *tomentosa* Woolly-headed gilia	-/-/1B	Coastal bluff scrub, valley and foothill grassland on serpentinite or rocky soils or outcrops. Blooms May to July. Elevation: 10-220m.	None. Not observed during surveys. Typical habitat not present in study area.
Hemizonia congesta ssp. *congesta* White seaside tarplant	-/-/1B	Valley and foothill grassland sometimes on roadsides. Blooms April to November. Elevation: 20-560m.	None. Not observed during surveys. No species of *Hemizonia* were observed in the study area.
Horkelia tenuiloba Thin-leaved horkelia	-/-/1B	Broadleafed upland forest, chaparral, valley and foothill grassland in mesic openings and on sandy soils. Blooms May to July. Elevation: 50-500m.	None. Not observed during surveys. No habitat present in study area.
Hosackia gracilis Harlequin lotus	-/-/4	Broadleafed upland forest, coastal bluff scrub, closed-cone coniferous forest, cismontane woodland, coastal prairie, coastal scrub, meadows and seeps, marshes and swamps, North Coast coniferous forest, valley and foothill grassland/wetlands, roadsides. Blooms March to July. Elevation: 0-700m.	None. Not observed during surveys. Typical habitat not present in study area.
Lasthenia burkei Burke's goldfields	FE/CE/1B	Meadows and seeps (mesic), vernal pools. April-June. Elevation: 15-600m.	None. Not observed during surveys. No habitat present in study area.
Lasthenia californica ssp. *bakeri* Baker's goldfields	-/-/1B	Closed-cone coniferous forest (openings), coastal scrub, meadows and seeps, marshes and swamps. April-October. Elevation: 60-520m.	None. Not observed during surveys. No habitat present in study area.
Legenere limosa Legenere	-/-/1B	Vernal pools. Blooms April-June. Elevation: 1-880m.	None. Not observed during surveys. No habitat present in study area.
Leptosiphon jepsonii Jepson's leptosiphon	-/-/1B	Chaparral, cismontane woodland, usually volcanic. Blooms March to May. Elevation: 100-500m.	None. Not observed during surveys. No habitat present in study area.

Scientific Name **Common Name**	**Status USFWS/ CDFW/ CNPS list**	**Habitat Affinities and Blooming Period/Life Form**	**Potential for Occurrence**
Lessingia arachnoidea Crystal Springs Lessingia	-/-/1B	Cismontane woodland, coastal scrub, valley and foothill grassland. Blooms July to October.	None. Not observed during surveys. Typical habitat not present in study area.
Lessingia hololeuca Woolly-headed Lessingia	-/-/3	Broadleafed upland forest, coastal scrub, lower montane coniferous forest, valley and foothill grassland. Blooms June to October. Elevation: 15-305m.	None. Not observed during surveys. Typical habitat not present in study area.
Lilium pardalinum ssp. *pitkinense* Pitkin Marsh lily	FE/CE/1B	Cismontane woodland, meadows and seeps, freshwater marshes and swamps, in mesic and sandy soils. June-July. Elevation: 35-65m.	None. No habitat present in study area.
Limnanthes vinculans Sebastopol meadowfoam	FE/CE/1B	Meadows and seeps, valley and foothill grassland, vernal pools/vernally mesic. April-May. Elevation: 15-305m.	None. Not observed during surveys. No habitat present in study area.
Microseris paludosa Marsh microseris	-/-/1B	Closed-cone coniferous forest, cismontane woodland, coastal scrub, valley and foothill grassland. April-June (sometimes July). Elevation: 5-300m.	None. Not observed during surveys. Typical habitat not present in study area.
Navarretia leucocephala ssp. *bakeri* Baker's navarretia	-/-/1B	Cismontane woodland, lower montane coniferous forest, meadows and seeps, valley and foothill grassland, vernal pools/mesic. Blooms April to July. Elevation: 5-1740m.	None. Not observed during surveys. Typical habitat not present in study area.
Navarretia leucocephala ssp. *plieantha* Many flowered navarretia	FE/-/1B	Volcanic ash flow vernal pools. Blooms May to June. Elevation: 30-950 m.	None. Not observed during surveys. No habitat present in study area.
Pleuropogon hooverianus North Coast semaphore grass	-/CT/1B	Broadleafed upland forest, meadows and seeps, North Coast coniferous forest. Blooms April to June. Elevation: 10-671m.	None. Not observed during surveys. No habitat present in study area.
Ranunculus lobbii Lobb's aquatic buttercup	-/-/4	Cismontane woodland, North Coast coniferous forest, valley and foothill grassland and vernal pools in mesic sites. Blooms February to May. Elevation: 15-470m.	None. Not observed during surveys. No habitat present in study area.
Rhynchospora alba White beaked-rush	-/-/2B	Bogs and fens, meadows and seeps, freshwater marshes and swamps. July-August. Elevation: 60-2040m.	None. Not observed during surveys. Typical habitat not present in study area.

Scientific Name **Common Name**	**Status USFWS/ CDFW/ CNPS list**	**Habitat Affinities and Blooming Period/Life Form**	**Potential for Occurrence**
Rhynchospora californica California beaked-rush	-/-/1B	Bogs and fens, lower montane coniferous forest, meadows and seeps, freshwater marshes and swamps. May-July. Elevation: 45-1010m.	None. Not observed during surveys. Habitat not present in study area.
Rhynchospora capitellata Brownish beaked-rush	-/-/2B	Lower montane coniferous forest, meadows and seps, marshes and swamps, upper montane coniferous forest/mesic. July-August. Elevation: 45-2000m.	None. Not observed during surveys. Habitat not present in study area.
Rhynchospora globularis Round-headed beaked-rush	-/-/2B	Freshwater marshes and swamps. Blooms July to August. Elevation: 45-60m.	None. No habitat present in study area.
Trifolium amoenum Showy Rancheria clover	FE/-/1B	Coastal bluff scrub, valley and foothill grassland, sometimes on serpentinite. Blooms April to June. Elevation: 5-415m.	None. No habitat present in study area.
Trifolium hydrophilum Saline clover	-/-/1B	Marshes and swamps, valley and foothill grassland (mesic, alkaline), vernal pools. April-June. Elevation: 0-300m.	None. Not observed during surveys. Typical habitat not present in study area.
Viburnum ellipticum Oval-leaved viburnum	-/-/2B	Chaparral, cismontane woodland, lower montane coniferous forest. Blooms May to June. Elevation: 215-1400m.	None. Not observed during surveys. No habitat present in study area.
Usnea longissima Long-beard lichen	-/-/4	Broadleafed upland forest, North Coast coniferous forest on tree branches; usually on old growth hardwoods and conifers. Elevation: 50-1460m.	None. Suitable habitat not present on site. Not observed during surveys.
Special Status Vegetation Communities			
SPECIAL NATURAL COMMUNITIES			
Coastal and Valley Freshwater Marsh			None
Northern Hard Pan Vernal Pool			
Northern Vernal Pool			None

NOTES:

U.S. FISH AND WILDLIFE SERVICE

FE = federally listed Endangered

FT = federally listed Threatened

CALIFORNIA DEPT. OF FISH AND WILDLIFE

CE = California listed Endangered
CR = California listed as Rare
CT = California listed as Threatened

CALIFORNIA NATIVE PLANT SOCIETY -

List 1: Plants of highest priority
List 1A: Plants presumed extinct in California
List 1B: Plants rare and endangered in California and elsewhere
List 2: Plants rare and endangered in California but more common elsewhere
List 3: Plants about which additional data are needed

Appendix C: Potentially Occurring Special-Status Animal Species in the Project Area

Common Name Scientific Name	Status USFWS/ CDFW	Habitat Affinities and Reported Localities in the Project Area	Occurrence for Potential
Invertebrates			
Giuliani's dubiraphian riffle beetle *Dubiraphia giulianii*	-/CSC	Inhabits exposed, wave-washed willow roots in the slow flows of the Russian River.	None: no suitable habitat.
California linderiella *Linderiella occidentalis*	-/CSC	Seasonal pools in unplowed grasslands with old alluvial soils underlain by hardpan or in sandstone depressions.	None: no suitable habitat.
Fish			
Russian River tule perch *Hysterocarpus traskii pomo*	-/SSC	Occurs in low elevation streams of the Russian River. Requires clear, flowing water with abundant cover and deep (>1M) pool habitat.	None: no suitable habitat.
Navarro roach *Lavinia symmetricus navarroensis*	-/SSC	Habitat generalists, found in warm intermittent streams as well as cold, well-aerated streams.	None: no suitable habitat.
Coho salmon - Central California Coast ESU *Onchorhynchus kisutch*	FE/SE	Occurs from Punta Gorda, in northern California, to the San Lorenzo River, in Santa Cruz County, and includes coho salmon populations from several tributaries of San Francisco Bay (e.g., Corte Madera and Mill Valley Creek).	None: no suitable habitat.
steelhead - Central California Coast DPS *Onchorhynchus mykiss*	FT/SSC	Requires beds of loose, silt-free, coarse gravel for spawning. Also needs cover, cool water and sufficient dissolved oxygen. Species reported in Sonoma Creek (CNDDB 2012).	None: no suitable habitat.
Amphibians			
foothill yellow-legged frog *Rana boylii*	-/ SSC	Inhabits permanent, flowing stream courses with a cobble substrate and a mixture of open canopy riparian vegetation. Species reported more than 3 miles in distance from project site (CNDDB 2012).	None: no suitable habitat.
California red-legged frog *Rana draytonii*	FT/ SSC	Prefers semi-permanent and permanent stream pools, ponds and creeks with emergent and/or riparian vegetation. Occupies upland habitat especially during the wet winter months. Species reported more than 3 miles in distance from project site (CNDDB 2014).	**Low**: provides suitable habitat outside project area, but high predator load.
Reptiles			
western pond turtle *Emys marmorata marmorata*	-/ SSC	Prefers permanent, slow-moving creeks, streams, ponds, rivers, marshes and irrigation ditches with basking sites and a vegetated shoreline. Requires upland sites for egg-laying. Species reported more than 3 miles in distance from project site (CNDDB 2014).	**High**: pond on site provides suitable habitat.

Common Name Scientific Name	Status USFWS/ CDFW	Habitat Affinities and Reported Localities in the Project Area	Occurrence for Potential
Birds			
Cooper's hawk *Accipiter cooperi*	MB/ SSC	Nests primarily in deciduous riparian forests. May also occupy dense canopied forests from gray pine-oak woodland to ponderosa pine. Forages in open woodlands.	None: no suitable habitat.
sharp-shined hawk *Accipiter striatus*	MB/ SSC	Dense canopy pine or mixed conifer forest and riparian habitats. Water within one mile required.	None: no suitable habitat.
Great blue heron *Ardea herodius*	MB/ SSC	Nests colonially in large trees near water	None: no suitable habitat.
white-tailed kite *Elanus leucurus*	MB/CFP	Inhabits low rolling foothills and valley margins with scattered oaks and river bottom- lands or marshes adjacent to deciduous woodlands. Prefers open grasslands, meadows and marshes for foraging close to isolated, dense-topped trees for nesting and perching.	None: would have been detected during field surveys.
Osprey *Pandion haliaetus*	-/SSC	Nests in large trees within 15 miles of good fish-producing water body.	None: no suitable habitat.
black phoebe *Sayornis nigricans*	MB/-	Nests in anthropogenic structures on ledges. Nest made of mud pellets, dry grasses, weed stems, plant fibers and hair.	**Observed on-site.**
Mammals*			
Pallid bat *Antrozous pallidus*	-/SSC, WBWG:H	Day roosts in crevices and cavities in rock outcrops, mines, caves, buildings, bridges, properly-designed bat houses, as well as hollows and cavities in a wide variety of tree species. May roost alone, in small groups (2 to 20 bats), or in 100s in maternity roosts, with males and non-reproductive subadults in other, smaller roosts. High reliance on oak woodland habitat in many portions of its range in California, but uses a wide variety of vegetative habitat for foraging. Forages on larger prey taken on the ground or in the air, usually within 6-km of the day roost.	**High:** Suitable potential building habitat occurs on site.

Common Name Scientific Name	Status USFWS/ CDFW	Habitat Affinities and Reported Localities in the Project Area	Occurrence for Potential
Townsend's big-eared bat *Corynorhinus townsendii townsendii*	-/CPE, WBWG:H	Day roosts in cave analogs; mines, buildings, bridges, sometimes large tree hollows. Particularly sensitive to roost disturbance, this species has declined throughout its range in California; very few maternity roosts are known in California. Switches roosts seasonally, sometimes within each season. Females form maternity colonies, males roost singly, and all disperse widely after maternity season. During winter, roosts in cold, but non-freezing roosts, which may include man-made structures. Forages in a variety of habitats, consistently in riparian and stream corridors, avoiding open habitat. May commute relatively long distances to forage.	**Medium**: Suitable potential building habitat occurs on site, but currently less suitable due to disturbance levels.
Western red bat *Lasiurus blossevillii*	-/SSC, WBWG:H	Solitary roosting, except when females are with young (from 2 to 6 are born). Roosts almost exclusively in foliage, under overhanging leaves, in woodland borders, rivers, agricultural areas including orchards, and urban areas with mature trees. Typically found in large cottonwoods, sycamores, walnuts and willows associated with riparian habitats. Forages over mature orchards, oak woodland, low elevation conifer forests, riparian corridors, non-native trees in urban and rural residential areas, and around strong lighting.	**Medium:** Suitable potential tree foliage occurs on site.
Hoary bat *Lasiurus cinereus*	-/-, WBWG:M	Roosts singly except when females are with young (from 2 to 4 are born) in dense foliage of medium to large coniferous and deciduous trees. Highly migratory, occurs from sea level to tree line in Sierra Nevada. Summer records predominantly male. Forages along stream and river corridors, open water bodies, meadows, and open forest above canopy.	**Medium:** Suitable potential tree foliage occurs on site.
California myotis *Myotis californicus*	-/-	Females give birth to one young. Typically roosts alone or in small groups in almost every habitat from desert to mountains, but most abundant at lower to mid-elevations. Roosts in crevices in rocks, slabs, hollow trees, exfoliating bark, buildings, mines. In trees may exhibit low roost fidelity, switching frequently. Emerges early in evening, forages along tree margins, canopy edge, over water, along trails and higher above ground in open habitat. Typically hibernates.	Medium: Potential to occur in trees and buildings.

Common Name Scientific Name	Status USFWS/ CDFW	Habitat Affinities and Reported Localities in the Project Area	Occurrence for Potential
Western small-footed myotis *Myotis ciliolabrum*	-/-, WBWG:M	Females give birth to one young, roosts singly or in small maternity groups in cliff and rock crevices, tree snags, buildings, concrete bridges and viaducts, caves and mines, occasionally under tree bark, swallow nests – males roost singly. Forages in early evening near rocks, bluffs, cliffs and tree margins, as well as water courses, and man-made water impoundments. Hibernates in small numbers.	Low: Potential to occur in buildings.
Long-eared myotis *Myotis evotis*	-/-, WBWG:M	Reproductive females form small maternity colonies between 2-30 individuals; males and non-reproductive females roost singly or in small groups nearby. Found from coastal forests to high elevation, is absent from Central Valley and Sonoran and Colorado desert regions. May switch roosts frequently. Day roosts in hollow trees, under exfoliating bark, caves, mines, bridges, buildings and crevices in rock outcrops, under bark of small black oaks in northern California, also use mixed conifer forests throughout California. Nights roosts include bridges, caves. May hibernate.	Medium: Potential to occur in trees and buildings.
Fringed myotis *Myotis thysanodes*	-/-, WBWG:H	Roosts colonially, up to 2,000 individuals. Females form maternity roosts, give birth to one young. Found from coast to ca. 1,800 m in Sierra Nevadas, though most are known to the west of that range. Rare in all localities, data suggests serious population declines. Roosts in rock crevices, caves, mines, buildings and bridges, as well as tree hollows, particularly large conifer snags. Occurs in xeric woodland, hot desert-scrub, grassland, sage-grassland steppe, spruce-fir, mesic old growth forest, coniferous and deciduous/coniferous forests. Forages over secondary streams in fairly cluttered habitat, over meadows. May hibernate or use intermittent torpor.	Low: Potential to occur in buildings.

Common Name Scientific Name	Status USFWS/ CDFW	Habitat Affinities and Reported Localities in the Project Area	Occurrence for Potential
Long-legged Myotis *Myotis volans*	-/-, WBWG:H	Roosts colonially, females forming maternity colonies, giving birth to single young. Found throughout most of California from the coast to high elevation in Sierra Nevada and White Mountains, as well as mountains of Mojave Desert, central San Diego County, Coast Range, transverse ranges between Los Angeles basin and Central Valley. Roosts from sea level to ca. 3,000 m, in coniferous montaine forests, occasionally riparian and desert habitats. Primarily uses trees, particularly large diameter conifers, under bark and in cavities, sometimes in abandoned buildings, mines, caves, cracks in the ground, and cliff/rock faces. Aerially forages in and around forest canopy. Hibernates in caves and mines.	Low: Potential to occur in buildings.
Yuma myotis *Myotis yumanensis*	-/-, WBWG:M	Forms often large maternity colonies, females giving birth to one young. Generally confined to lower elevations from sea level to up to 1,300 m in central Sierra Nevada and 2,000 m in southern Sierra Nevada. Males roost singly. Primarily a crevice roosting species in natural habitat, forms large maternity colonies in large spaces in man-made roosts, e.g. buildings. Also uses bridges, caves, mines, tree cavities, bat houses, abandoned swallow nests, exfoliating bark. Emerges early and forages almost exclusively over quiet water – ponds, pools, reservoirs, swimming pools. Appears to migrate, may hibernate in colder portions of their range.	**Observed on site: occupying barn and hop kiln.**
Brazilian free-tailed bat *Tadarida brasiliensis*	-/-	Found in large to very large colonies (several hundred to millions), females giving birth to single young in maternity roosts. Found almost everywhere throughout California, from sea level up to about 3,700 m in some western mountain ranges, but mostly below about 2,000 m. Crevice and cavity dwellers, uses rock crevices, caves, mines, buildings, bridges, tunnels, bat houses, culverts, abandoned swallow nests. Forages from 6 m to thousands of meters above ground, often very large distances (<50 km) from day roost. Migrates in colder portions of range, or makes winter movements to Coast Range where it remains active or semi-active throughout winter, using torpor. Can remain active throughout winter in southern portion of state.	**Observed on site: occupying barn and hop kiln.**

* Includes bat species expected to occur in the project region and vicinity based on known roosting ecology and habitat relationships, but not reported in the CNDDB.

FE = federally listed Endangered
FT = federally listed Threatened
FC = federal candidate for listing
FSC = federal Species of Concern
MBTA = Migratory Bird Treaty Act.

CALIFORNIA DEPT. OF FISH AND WILDLIFE

CE = California listed Endangered
CT = California listed as Threatened
SCE = State Candidate for listing as Endangered
SSC = Species of Special Concern

WESTERN BAT WORKING GROUP

WBWG:H – High Priority, species are imperiled or are at high risk of imperilment based on available information on distribution, status, ecology and known threats.
WBWG:M – Medium Priority, species are at medium risk of imperilment based on available information on distribution, status, ecology and known threats.

Appendix D: Plant species observed April 28 and May 12, 2014

Scientific Name	Common Name
Aesculus californica	California buckeye
Aira caryophyllea	European hair grass*
Alisma trivale	Water plantain
Alnus cordata	Italian alder*
Anagallis arvensis	Scarlet pimpernel*
Anthemis cotula	Mayweed*
Avena barbata	Slender wild oats*
Bellis perennis	English daisy*
Brassica nigra	Black mustard*
Brassica rapa	Field mustard*
Briza minor	Small quaking grass*
Bromus alopecuros	Poverty brome*
Bromus diandrus	Ripgut brome*
Bromus hordaeceus	Soft chess*
Capsella bursa-pastoris	Shepherd's purse*
Carduus pycnocephalus	Italian thistle*
Cerastium glomeratum	Mouse-ear chickweed*
Claytonia perfoliata	Miner's lettuce
Convolvulus arvensis	Bindweed*
Cynodon dactylon	Bermuda grass*
Cyperus eragrostis	Umbrella sedge
Elymus triticoides	Creeping wildrye
Erodium botrys	Broad leaved filaree*
Erodium cicutarium	Red stemmed filaree*
Eschscholzia californica	California poppy
Festuca bromoides	Six weeks fescue*
Festuca myuros	Rattail fescue*
Festuca perennis	Ryegrass*
Ficus sp.	Fig trees*
Gleditsia triacanthos	Honey locust*
Helminthotheca echioides	Bristly ox-tongue*
Hordeum brachyantherum	Meadow barley
Hordeum marinum ssp. *gussoneanum*	Mediterranean barley*
Hordeum murinum ssp. *leporinum*	Hare barley*
Hypochaeris radicata	Rough cat's-ear*
Iris sp.	Garden iris*
Juglans hindsii	Northern California black walnut
Juncus tenuis	Povery runs
Lactuca saligna	Willow-leaf lettuce*
Lactuca serriola	Prickly lettuce*
Lamium amplexicaule	Dead nettle*
Lepidium nitidum	Pepperweed
Lobularia maritima	Sweet allysum*
Malus sp.	Apple trees*
Malva sp.	Mallow*
Medicago polymorpha	Bur clover*
Melilotus officinalis	Yellow sweet clover*
Mentha pulegium	Pennyroyal*

Scientific Name	Common Name
Phalaris aquatica	Harding grass*
Plantago lanceolata	English plantain*
Poa annua	Annual bluegrass*
Populus fremontii	Fremont cottonwood
Prunus sp.	Fruit trees*
Quercus agrifolia	Coast live oak
Quercus kelloggi	Black oak
Quercus lobata	Valley oak
Quercus rubra	Red oak*
Ranunculus muricatus	Spiny fruited buttercup*
Raphanus sativus	Wild radish*
Rosa sp.	Garden rose*
Rubus armeniacus	Himalayan blackberry*
Rumex crispus	Curly dock*
Rumex pulcher	Fiddle dock*
Senecio vulgaris	Common groundsel*
Sequoia sempervirens	Coast redwood
Sonchus asper	Prickly sow thistle*
Spergularia rubra	Red sandspurrey*
Stellaria media	Common chickweed*
Trifolium hirtum	Rose clover*
Umbellularia californica	California bay laurel
Veronica peregrina ssp. *halapensis*	Hairy purslane speedwell
Vicia sativa	Spring vetch*

* = Non-native species

Appendix E: Wildlife species observed during April 28, 2014

Scientific Name	Common Name
Lithobates catesbeianus	Eastern bullfrog
Pseudacris sierrae	Sierran treefrog
Sceloporus occidentalis	Western fence lizard
Calypte anna	Anna's hummingbird
Picoides pubescens	Downy woodpecker
Sayornis saya	Say's phoebe
Tachycineta bicolor	Tree Swallow
Aphelocoma californica	Western scrub jay
Corvus brachyrhynchos	American crow
Junco hyemalis	Dark-eyed junco
Melozone crissalis	California towhee
Pipilo maculatus	Spotted towhee
Odoicoileus hemionius californicus	Black-tailed deer (sign)
Mephitis mephitis	Skunk (sign)
Procyon lotor	Raccoon (sign)

Habitat Assessment
Ramey Winery

Westside Road Winery and Tasting Room
7097 Westside Road
Healdsburg, Sonoma County, CA

Corrected May 5, 2017
June 24, 2014

Prepared for
Ramey Wine Cellars
Attn: David Ramey
PO Box 788
Healdsburg, CA 95448

Prepared by
Wildlife Research Associates
1119 Burbank Avenue
Santa Rosa, CA 95407
707-544-6273

And

Jane Valerius Environmental Consulting
2893A Scotts Right of Way
Sebastopol, CA 95472
707-824-1463

Habitat Assessment
Ramey Vineyards
7097 Westside Road, Healdsburg

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SUMMARY

The Ramey Winery proposed Westside Road Winery and Tasting Room Project, located at 7097 Westside Road, Healdsburg, CA, includes a new winery and wine caves, re-purpose existing 1949 hop kiln into a tasting room, re-furbish 1949 baling barn into marketing center, provide additional driveways and parking areas and enlarge existing driveways to meet Sonoma County Fire Safe Standards, as depicted on the Construction Drawings (Adobe Associates 2014).

Of the 75 acre parcel, approximately 42 acres are currently planted grapes. Of the remaining 33 acres, 3.47 acres (150,942 sq. ft.) are proposed for development.

This Habitat and Site Assessment presents the findings of our literature review (including scientific literature and previous reports detailing studies conducted in the area) and the California Department of Fish and Wildlife's (CDFW) Natural Diversity Data Base (CNDDB) for reported occurrences of special-status vegetation communities, plants and animals.

Three vegetation community types occur within the project area: *Quercus agrifolia* woodland alliance or coast live oak woodland; ruderal non-native grassland; and landscaped areas. The majority of the parcel consists of existing vineyards adjacent to the project area, but they are not part of the proposed project development, nor if the grove of Northern California black walnut (*Juglans hindsii*), which islocated in the eastern part of the property near the Russian River. No development is proposed for the black walnut grove other than placement of some picnic tables which would not impact the trees or the non-native grassland understory. A pond located on the west side is within the property boundary but will not be impacted or developed. The pond does support some willow (*Salix* spp.), and other riparian vegetation.

As part of this Habitat Assessment, we also evaluated the potential for occurrence of 58 special-status plant species, and 26 special-status wildlife species. Surveys for special status plants were conducted on April 28 and May 12, 2014 which covered the flowering period for all of the special status plants that have the potential to occur within the project area based on the presence of potential habitat.

Based on this review and limitations of the present surveys, the following are action items to be addressed prior to ground breaking:

- A certified arborist should conduct a tree inventory that would be used for the tree removal permit from the County and also to provide protection measures for existing native trees adjacent to any development. A tree planting plan may also be required to compensate for the loss of native trees.
- Removal of trees that may support potentially roosting bat species must occur under direct supervision of a bat biologist and occur between March 1 and April 15, or September 1 through October 15.
- Nesting bird survey within one week of the removal of nesting habitat, unless removal occurs after August 15 and before March 1

INTRODUCTION

Mr. David Ramey of Ramey Wine Cellars, contracted with Jane Valerius Environmental Consulting and Wildlife Research Associates to conduct a Habitat Assessment of the 75-acre parcel for their proposed 3.47-acre development. The 7079 Westside Road parcel (APN: 110-240-031 & 040) is located in the western portion of the Dry Creek Valley, in the central portion of Sonoma County, California. This habitat assessment was conducted to determine the potential for special-status vegetation communities, plant and animal species to occur within the proposed project and to identify the limitations to potential development of the project, such as: a) increased on-site flows from impermeable surfaces and, b) habitat removal.

This Habitat Assessment is part of the preliminary analysis of both the existing environment and potential impacts from the proposed project as required under the California Environmental Quality Act (CEQA) for new projects. Federal and state agencies that have purview over biological resources include the following:

- U.S. Army Corps of Engineers (USACE),
- U.S. Fish and Wildlife Service (USFWS),
- National Marine Fisheries Service (NMFS),
- California Regional Water Quality Control Board (RWQCB), and the
- California Department of Fish and Wildlife (CDFW).

The USACE regulates the discharge of dredged or fill material into waters of the United States. Waters of the U.S. are defined as waters that are hydrologically connected to waters with interstate or foreign commerce, and includes tributaries to any of these waters, and wetlands, which are areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support vegetation typically adapted to life in saturated soil conditions. The USFWS has regulatory authority over federally listed plant and animal species. The NMFS, a division of the National Oceanic and Atmospheric Administration (NOAA), has regulatory authority over essential fish habitat, which is habitat necessary to maintain sustainable fisheries in the United States. The California RWQCB protects all waters with special responsibility for wetlands, riparian areas, and headwaters. The CDFW has regulatory authority over state listed plants and animals as well as streams and lakes within the State.

Locally, Sonoma County has regulatory authority over: a) large native trees, trees with historical importance, and oak woodland habitat, under the Sonoma County Native Tree Protection and Preservation Ordinance, and b) all natural watercourses shown as a solid or dashed blue lines, or along watercourses supporting riparian vegetation, under the Biotic Resource Areas identified in the County General Plan (Sonoma County 2008). See Appendix A for more regulatory details.

Site Location

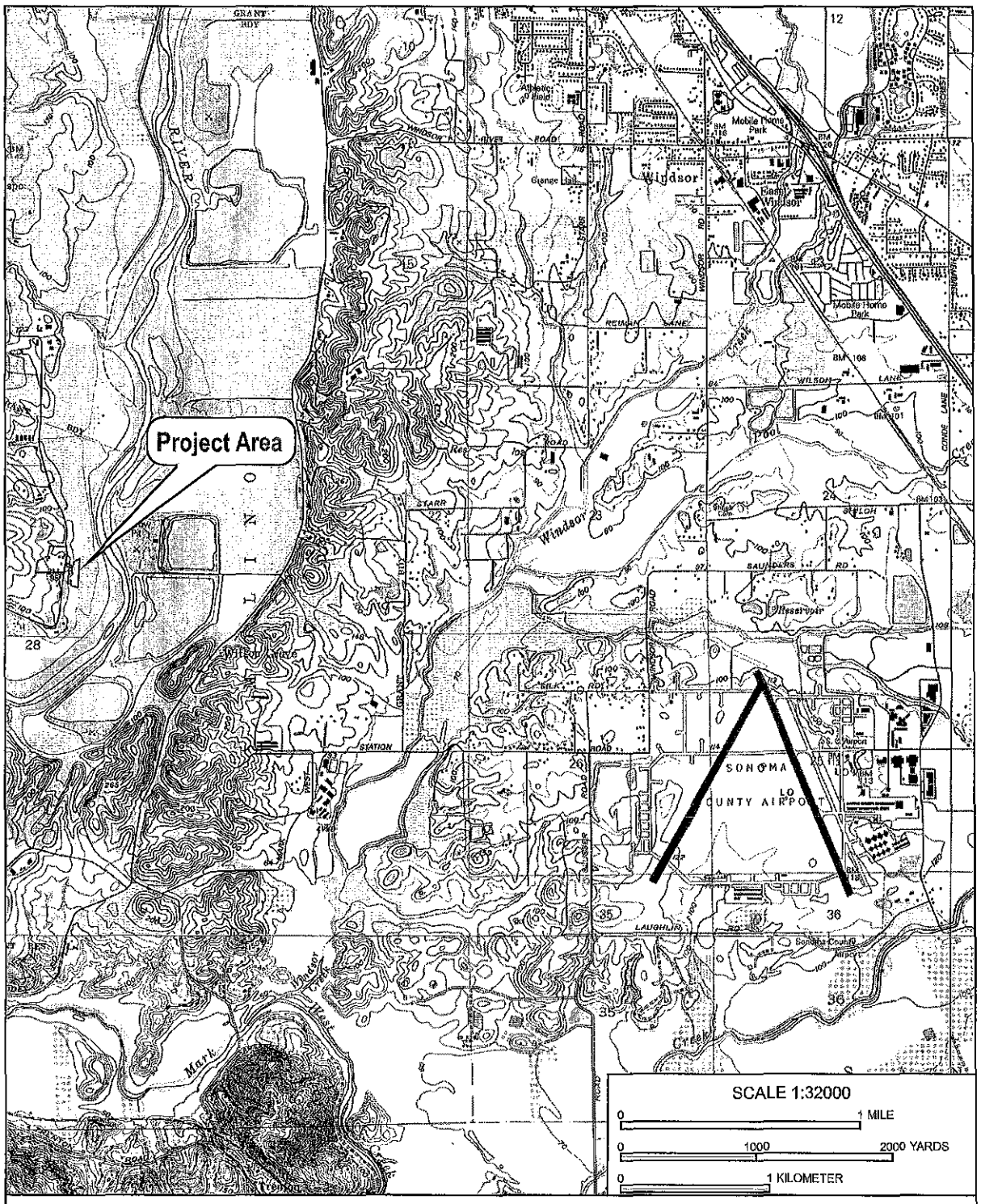
The proposed project site is located in central portion of Sonoma County, within the Dry Creek Valley, located southwest of the City of Healdsburg, west of the Russian River and west of the River Front Regional Park. The project site lies on either side of Westside Road, located north of the confluence of Russian River and Porter Creek (Figure 1).

Proposed Project

The proposed project involves development on the east and west side of Westside Road and is a follows.

West Side: The proposed project is to construct a 60,000-case winery comprised of caves (11,000 to 15, 000 sq. ft.) and in front of the caves, a cut and fill, low profile, 19,100 sq. ft. two story wine building which will not be visible from Westside Road. The existing barn will be refurbished. Access roads and associated parking will also be added to parcel.

East Side: The proposed project is to refurbish an existing 1949 hop kiln barn into a public tasting room, leaving the exterior similar to its currently appearance while maintaining the furnace and ductwork in the



Name: HEALDSBURG
Date: 06/03/14
Scale: 1 inch = 2,666 ft.

Location: 10 0514513 E, 4263529 N
Figure 1: Project Location

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south side. The three story baling barn will be refurbished as a marketing reception area, with equipment storage on the ground level, a kitchen and meeting area for marketing purposes on the mid-level and 2 bedrooms as marketing accommodations on the top level, with two work stations. The two barns will be connected by an elevated walkway. The bailing barn will be refurbished to maintain its current outward appearance. Access roads and associated parking will also be added to parcel.

Table 1: Square footage of structures – 7097 Westside Road

	Square Footage	
Structure	**Existing Surface**	**New Surface**
Entrance Roadway (west)	7,660 (gravel)	
Roadway to winery and parking (west)		31,190
Winery Building (west)		19,100
Wine caves (west)		21,250
Entrance roadway (east)	5,595 (gravel)	2,735
Parking and building access (east)		
Chipseal		10,660
gravel	30,360	13,245
Hop kiln (2 structures)	2,930	190
Baling barn	2,090	20
Concrete walkways		920
Total	48,635	**99,310**

METHODS

Information on special-status plant species was compiled through a review of the literature and database search. Database searches for known occurrences of special-status species focused on the Healdsburg, Guerneville, Camp Meeker and Sebastopol U.S. Geologic Service 7.5-minute topographic quadrangles, which provided a three mile radius around the proposed project area. The following sources were reviewed to determine which special-status plant and wildlife species have been documented in the vicinity of the project site:

- U.S. Fish and Wildlife Service (USFWS) quadrangle species lists (USFWS 2014)
- USFWS list of special-status animals for Sonoma County (USFWS 2014)
- California Natural Diversity Database records (CNDDB) (CDFW 2014)
- California Department of Fish and Wildlife's (CDFW) Special Animals List (CDFW 2014)
- State and Federally Listed Endangered and Threatened Animals of California (CDFW 2014)
- California Native Plant Society (CNPS) Electronic Inventory records (CNPS 2014)
- California Department of Fish and Game (CDFG) publication "California's Wildlife, Volumes I-III" (Zeiner, et al., 1990)
- Sonoma County General Plan 2020, Open Space and Resource Conservation Element (Sonoma County 2008)

Botanical nomenclature used in this report conforms to Baldwin, et al. (2012) for plants and to Sawyer et al. (2009) for vegetation communities. Nomenclature for special-status animal species conforms to CDFW (2013).

Site Survey: Jane Valerius of Jane Valerius Environmental Consulting, and Trish Tatarian, Wildlife Research Associates, conducted a reconnaissance-level wildlife survey and a survey for special status plants of proposed project areas on April 28, 2014, between the hours of 1000 and 1300. Greg Tatarian, Wildlife Research Associates, also conducted a site visit on April 28. An additional site survey to review trees and also conduct special status plant surveys was conducted by Jane Valerius and Trish Tatarian on May 12, 2014.

Plant Surveys: Special status plant surveys were conducted for the development area on April 28 and May 12, 2014. The area to be developed was walked and a list of all plants identifiable at the time of the surveys was recorded (Appendix D). The timing of the surveys was planned to coincide with the flowering period for all of the special status plants that had the potential to occur within the development area based on the presence of potential habitat.

Wildlife Surveys: Exterior surfaces and grounds, and interiors surfaces and spaces of all buildings on the east side proposed for removal and/or refurbishment were surveyed signs of past or present use by bats, including; fecal pellet accumulations, urine staining, fur staining on entry points, live or dead bats, audible calls, and characteristic odor. Surveys were conducted using 10 x 42 roof-prism binoculars supplemented as needed with a 295 Lumens flashlight and an approximately 3,000 Lumens spotlight. All interior building spaces were examined, including the attic spaces.

All trees were assessed for suitable potential habitat for colonial bat species, consisting of cavities, crevices and exfoliating bark. Additionally, foliage habitat suitable for use by obligate tree-roosting, solitary bat species was also assessed. The assessment was conducted using 10 x 42 roof-prism binoculars, with a 295-Lumen flashlight for illuminating potential roost features from the ground. Presence/absence surveys were not conducted

The project area was evaluated for suitable bird nesting habitat using 8 x 42 roof-prism binoculars, noting presence of old bird nests. The reconnaissance-level site visit was intended only as an evaluation of on-site and adjacent habitat types; no special-status species surveys were conducted as part of this effort as winter is not a time of year in which surveys for nesting birds are valid.

EXISTING CONDITIONS

The project area is located within the San Francisco Bay Coastal Bioregion (Welsh 1994). This bioregion is located within central California and encompasses the San Francisco Bay and the Sacramento Delta, extending from the Pacific Ocean to the eastern portion of the tule marsh zone, which is defined by Highway 99 (Welsh 1994). Habitats within this bioregion include both mesic (moist) habitats, such as freshwater marsh, and xeric (dry) habitats, such as chaparral, and are typical of a Mediterranean type climate.

The proposed project site is located within the central western portion of the Healdsburg topographic quadrangle. The parcel lies in southeastern corner of Section 21, on the west side of the Russian River and north of Porter Creek. At this location of the Russian River, the watershed is defined by a western ridge, created by Denner Ridge (600 feet in elevation).

Topographically, the western project site is located on a gently sloping hill that slopes to the east, while the eastern portion of the parcel is within the flatlands of the Russian River.

Of the 75-acre parcel, 42-acres are currently planted in grapes on the east side with a bailing barn, two hop kilns, a small winery residence and small pump house.

On the west side of the road, the parcel comprises 6.5 acres and currently contains a residence, a barn, an open hay and tractor shed, and a 3.5-acre foot reservoir.

Vegetation Communities

Three vegetation community types occur within the project area: *Quercus agrifolia* woodland alliance or coast live oak woodland; ruderal non-native grassland and landscaped areas. There are also existing vineyards adjacent to the project area but they are not part of the proposed project development. There is also a grove of Northern California black walnut (*Juglans hindsii*) in the eastern part of the property near the Russian River. No development is proposed for the black walnut grove other than placement of some picnic tables which would not impact the trees or the non-native grassland understory. A pond located on the west side is within the property boundary but will not be impacted or developed. The pond does support some willow (*Salix* spp.), and other riparian vegetation. The pond was not surveyed as part of the plant surveys.

Quercus agrifolia woodland alliance or cost live oak woodland: Located on the east side, adjacent to Westside Road, is a remnant stand of oak woodland, from what was probably the native vegetation prior to development of the area (Fig. 2). The dominant tree species is coast live oak and includes some valley oak (*Quercus lobata*), black oak (*Quercus kelloggi*), California buckeye (*Aesculus californica*) and California bay laurel (*Umbellularia californica*). A common understory shrub species in this type is poison oak (*Toxicodendron diversilobum*). Understory herbs include miner's lettuce (*Claytonia perfoliata*) and California poppy (*Eschscholzia californica*). Coast live oak woodland occurs in small patches within and adjacent to the property. This type also provides canopy cover for two natural drainages on the east side of the project area. Other than individual oak trees to be removed within the rudral non-native grassland type, the remnant oak woodland stands will not be impacted by the project.

Ruderal grassland: Ruderal grassland is comprised of a variety on non-native grasses and forbs with no one species being dominant. Plant species this type include non-native grasses such as ripgut brome (*Bromus diandrus*), soft chess (*Bromus hordaeceus*), wild oats (*Avena barbata*), European hair grass (*Aira caryophyllea*), ryegrass (*Festuca perennis*), Harding grass (*Phalaris aquatica*), hare barley (*Hordeum murinum* ssp. *leporinum*) and rattail fescue (*Festuca myuros*) along with non-native forb species such as filarees (*Erodium cicutarium, E. botrys*), mayweed (*Anthemis cotula*), scarlet pimpernel (*Anagallis arvensis*), mayweed (*Anthemis cotula*), bindweed (*Convolvulus arvensis*), rough cat's-ear (*Hypochaeris radicata*), mallow (*Malva* sp.), English plantain (*Plantago lanceolata*), mustard (*Brassica nigra, B. rapa*), and wild radish (*Raphanus sativus*). Within the ruderal grassland are several native tree species including coast live oak (*Quercus agrifolia*), valley oak (*Quercus lobata*) and cottonwood (*Populus fremontii*) (Fig. 3).

Landscaped areas: Landscaped areas include the landscaped yard around the existing residence and buildings. Plant species associated with this type include garden herbs such as sweet allysum (*Lobularia maritima*) and garden iris (*Iris* sp.), garden shrubs such as roses (*Rosa* spp.) along with planted landscape trees such as red oak (*Quercus rubra*), Italian alder (*Alnus cordata*), honey locust (*Gleditsia triacanthos*), fig (*Ficus* sp.), apple (*Malus* sp. and various fruit trees (*Prunus* spp.) as well as native coast redwood (*Sequoia sempervirens*).

Northern California black walnut. A grove of Northern California black walnut trees is located outside of the project area adjacent to the Russian River on the east side of the property. Northern California black walnut (*Juglans hindsii*) is a CNPS Rank 1B species. However, only those trees which are considered truly endemic or native are given a special status. The CNPS Inventory of Rare and Endangered Plants, 8th Edition, provides the following information:

> *Only one confirmed, native occurrence appears viable as of 2003. Widely naturalized in cismontane CA. Threatened by hybridization with orchard trees, urbanization, and conversion to agriculture. Formerly cultivated as rootstock for J. regia, with which it hybridizes readily* (CNPS 2014).

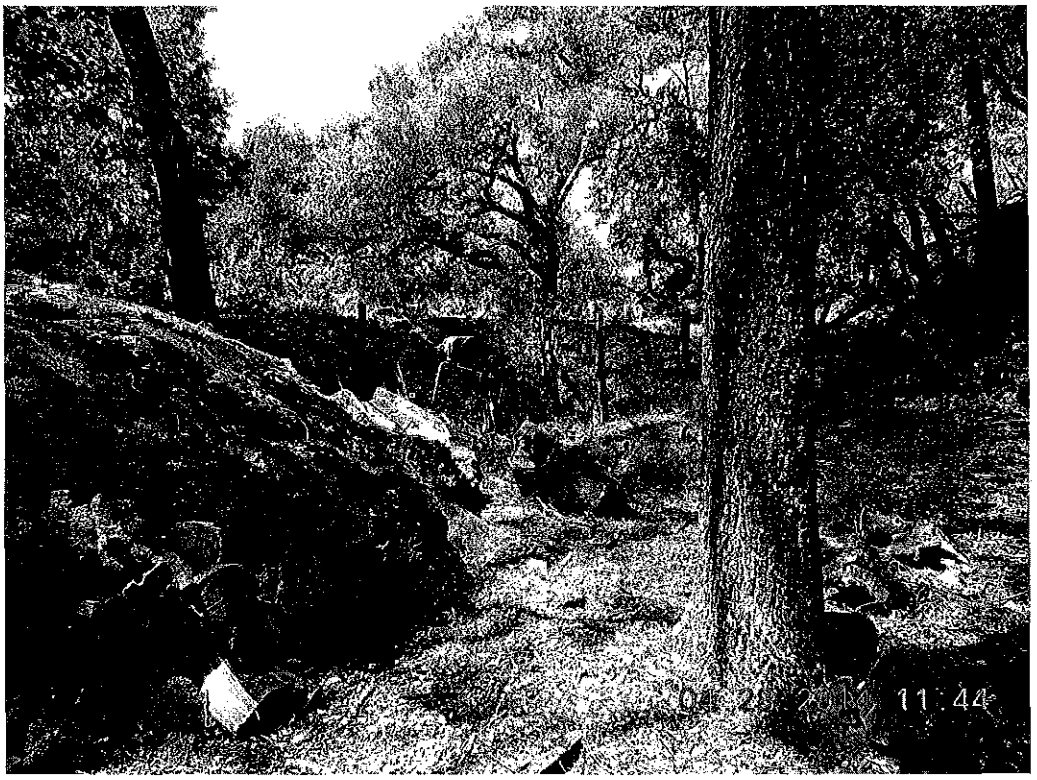

Fig. 2: Coast live oak woodland on east side of Ramey Vineyard.

Fig. 3: Non-native grassland on west side.

Although the grove of walnut trees may be significant it is likely that they are not truly endemic or native which means that they do not qualify as special status. The only plans for this area are to place some picnic tables which would only be used seasonally. The proposed uses, as described by Mr. David Ramey, owner, would not have an adverse impact upon this grove.

Individual Trees. A total of 21 trees are proposed to be removed as part of the project. Several trees are ornamental, including Italian alder (*Alnus cordata*), red oak (*Quercus rubra*), and fruit trees (*Prunus* sp., *Malus* sp.). The majority of trees are native trees and are valley oak (*Quercus lobata*), coast live oak (*Quercus agrifolia*) or cottonwoods (*Populus fremontii*), although the latter were planted as a screen. The coast redwood (*Sequoia sempervirens*) tree is native although it was planted as part of the landscaping for the residence. A total of 6 coast live oak trees, 5 valley oak trees, 4 cottonwood trees and 1 redwood tree would be removed for a total of 15 native trees. The remaining trees are non-native species. A formal tree survey has not been conducted by a certified arborist. The diameter at breast height (dbh) of the trees as shown on the plan maps was also consistently one to two inches smaller than what was measured in April and May 2014. A tree inventory should be conducted by a certified arborist prior to construction of the proposed project.

Table 2: Trees identified for removal, with Diameter at Breast Height (dbh)

	Tree Species	Dbh (inches)*	Location
1	Ornamental	10 + 6	East
2	Italian alder	15	East
3	Italian alder	10	East
4	Coast live oak	11+8+14	West
5	Coast live oak	11+15	West
6	Red oak	21	West
7	Coast redwood	26	West
8	Fruit trees	16	West
9	Valley oak	18	West
10	Valley oak	18	West
11	cottonwood	14	West
12	cottonwood	19	West
13	cottonwood	14	West
14	cottonwood	15	West
15	Coast live oak	7	West
16	Valley oak	7	West
17	Valley oak	42	West
18	Coast live oak	13+6	West
19	Coast live oak	15+12	West
20	Valley oak	9	West
21	Coast live oak	13+11	West

*Note: dbh depicted on the June 19, 2014 Site Plan is likely from 2013. Field surveys conducted in 2014 found 1 inch of growth difference.

Wetlands and Waters of the U.S. and State: There are two natural drainages on the east side of Westside Road. These drainages do not show up as blue line drainages on the USGS quadrangle and do not occur on the west side of the road or property. One drainage is located between the two existing hop kilns and is fed by the roadside ditch that runs along the west side of Westside Rd (see Site Plan). The other natural drainage is south of the proposed barn or south the south hop kiln. A drainage ditch runs along the west side of the existing access road just east of the hop kilns and an agricultural ditch runs along the west side of the existing vineyard east of the hop kilns and buildings. The agricultural ditch is located east of the proposed overflow parking area, between the proposed parking area and existing vineyard. The agricultural ditch supports wetland vegetation and was wet at the time of the May 12, 2014 site visit. Wetland vegetation in the agricultural ditch included meadow barley (*Hordeum brachyantherum*), water plaintain (*Alisma trivale*), umbrella sedge (*Cyperus eragrostis*) and ryegrass (*Festuca perennis*).

All of the drainages and ditches within the project area and on the property potentially qualify as waters of the U.S. as defined by the U.S. Army Corps of Engineers (Corps) and all of these features definitely qualify as waters of the state as defined by the Regional Water Quality Control Board (RWQCB). The natural drainages would also likely fall within the jurisdiction of the California Department of Fish and Wildlife (CDFW), however the roadside and agricultural ditches would probably not fall under CDFW jurisdiction.

A formal delineation of wetlands and waters of the U.S. and state was not conducted for the site as part of this habitat assessment. However, the project has been designed to avoid any impacts to the existing drainages in the project area, therefore a delineation is not required and no permits will be needed from the U. S. Army Corps of Engineers or Regional Water Quality Control Board for placement of fill into wetlands or water.

Wildlife Habitats

The value of a site to wildlife is influenced by a combination of the physical and biological features of the immediate environment. Species diversity is a function of diversity of abiotic and biotic conditions and is greatly affected by human use of the land. The wildlife habitat quality of an area, therefore, is ultimately determined by the type, size, and diversity of vegetation communities present and their degree of disturbance. Wildlife habitats are typically distinguished by vegetation type, with varying combinations of plant species providing different resources for use by wildlife. The following is a discussion of the wildlife species supported by the on-site habitats, as described by *A Guide to Wildlife Habitats of California* (Mayer and Laudenslayer 1988).

Non-native Annual Grassland: Typically this type of habitat provides both primary habitat, such as nesting and foraging, and secondary habitat, such as a movement corridor. Small species using this habitat as primary habitat include reptiles and amphibians, such as southern alligator lizard (*Gerrhonotus multicarinatus*), western fence lizard (*Sceloporus occidentalis*), and Pacific slender salamander (*Batrachoseps attenuatus*), which feed on invertebrates found within and beneath vegetation and boulders within the vegetation community. This habitat also attracts seed-eating and insect-eating species of birds and mammals. California quail (*Lophortyx californicus*), mourning dove (*Zenaidura macroura*), and meadowlark (*Sturnella neglecta*) are a few seed-eaters that nest and forage in grasslands. The close proximity to anthropogenic structures and domestic pets negates the potential for the on-site habitat to support nesting birds.

Individual Trees. Individual trees are foraging and nesting habitat for passerines, and roosting habitat for bats. Smaller passerines, such as black-capped chickadee (*Poecile atricapillus*), bushtit (*Psaltriparus minimus*), plain titmouse (*Baeolophus inornatus*) and acorn woodpecker (*Melanerpes formicivorus*) may nest and forage in the larger trees, feeding on insects on the bark. No large cavities that may support the larger raptors, such as great horned owl (*Bubo virginianus*), were observed in any of the trees. Cavities in the oak trees may provide potential nesting habitat for tree swallows (*Tachycineta bicolor*) and white-breasted nuthatch (*Sitta carolinensis*). Of the 21 trees surveyed, only one had potentially suitable roosting habitat for bats. This tree is located on the west side and is the valley oak with a 42 dbh (Fig. 4).

Bats that use trees fall into three categories: 1) solitary, obligate tree-roosting bats that roost in the foliage or bark such as Western red-bat (*Lasiurus blossevillii*), a California Species of Special Concern (SSC), or hoary bat (*Lasiurus cinereus*); 2) colonial tree-roosting bats that form groups of varying size in tree cavities or beneath exfoliating bark, such as silver-haired bats (*Lasionycteris noctivagans*), and 3) more versatile bat species that will use a wide variety of roosts from buildings to bridges to trees, such as various *Myotis* species, pallid bat (*Antrozous pallidus*), another SSC species, and others.

Solitary-roosting bats consist either of females either alone or with young, or solitary males. Colonial-roosting bats may form maternity colonies in tree cavities or crevices, caves, mines, bridges, or other man-made structures. During the day, these roosts provide shelter and protection for adult females and their young, which remain in the roost while females forage at night, returning to nurse and care for their young. Greater impacts to bats can occur as a result of removal of trees that support cavity-roosting bat species than those that provide habitat for solitary foliage-roosting species.

Buildings: Six structures were evaluated for this Habitat Assessment, the large barn, the wood-sided southern hop barn, wood-sided northern hop barn, wood-sided small farmhouse (residence), metal-sided chicken building, and wood-sided pump storage barn. As stated above, many colonial bat species have adapted to using man-made structures such as houses, barns, sheds, garages, bridges, and culverts. Statewide and in the project region, buildings provide significant roosting habitat for bat species, including more common species such as Brazilian free-tailed bat (*Tadarida brasiliensis*) and Yuma myotis (*Myotis yumanensis*), as well as more rare species such as pallid bat (*Antrozous pallidus*), a California Species of Special Concern (SSC) and Townsend's big-eared bat (*Corynorhinus townsendii*), proposed for listing as Endangered by the CDFW. Please see Special Status Species Section for more details on *C. townsendii*.

In general, day roost habitat is considered more critical than night roost habitat, because it provides shelter for bats from light, air currents, predators, and other disturbance, and are where bats mate, raise young, roost during dispersal, and overwinter, either in torpor or hibernation. Because of this, and because demolition typically occurs during daytime hours, the risks of direct mortality of bats is very high at day roosts. Although night roosts are also very important for bats for various purposes (conservation of energy during foraging bouts, social interaction, etc.), buildings are not usually demolished at night, so although the habitat is lost, direct mortality does not usually occur.

Montane hardwood: This wildlife habitat type includes Coast live oak woodland. The woodlands provide habitat for a variety of species, including refugia for reptiles, such as ring-necked snake (*Diadophis punctatus*), amphibians, such as the Pacific slender salamander (*Batrachoseps attenuatus*) and arboreal salamander (*Aneides lugubris*), foraging and nesting habitat for passerines, and roosting habitat for bats. Smaller passerines, such as black-capped chickadee (*Poecile atricapillus*), bushtit (*Psaltriparus minimus*), oak titmouse (*Baeolophus inornatus*) and downy woodpecker (*Picoides pubescens*) observed on the site may nest and forage in the woodlands, feeding on insects on the bark.

Perennial Pond: Although outside the proposed project footprint, this pond is within 120 feet of the proposed driveway. Species observed in the pond include non-native mosquitofish (*Gambusia affinis*), and eastern bullfrog (*Lithobates catesbeianus*). A daytime survey of the pond revealed 52 adult bullfrogs and a high population of tadpoles. Native species observed were Sierran treefrogs (*Pseudacris sierra*) (Fig. 5).

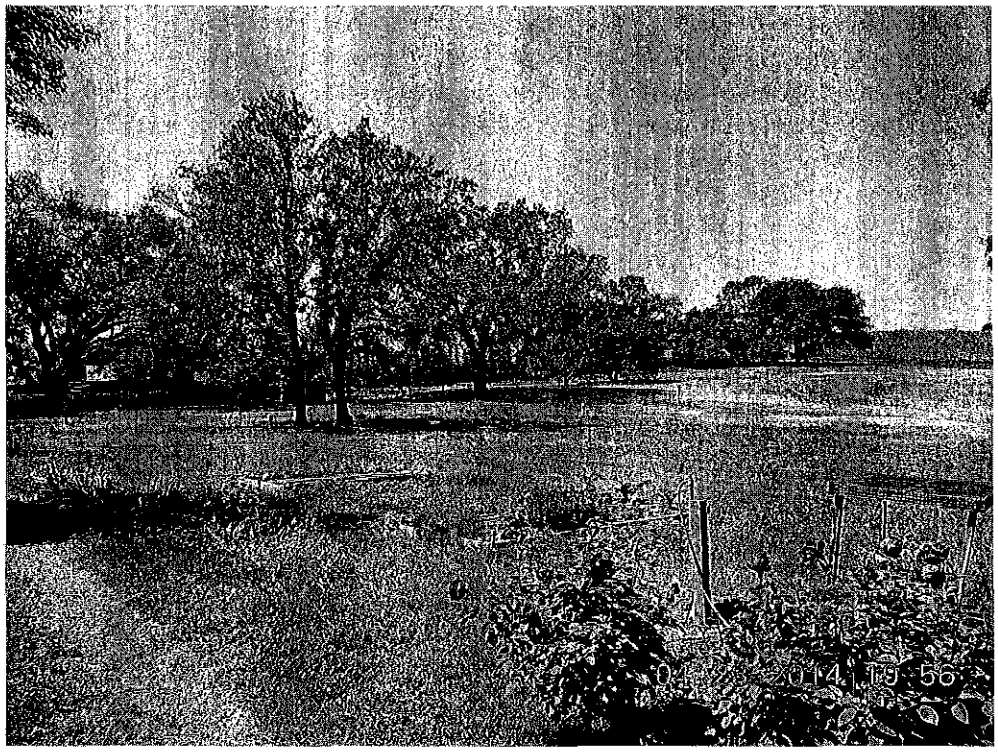

Fig. 4: Oak trees on the west side of the proposed project area.

Fig. 5: Perennial pond located outside the project area.

Movement Corridors
Wildlife movement includes migration (i.e., usually one way per season), inter-population movement (i.e., long-term genetic flow) and small travel pathways (i.e., daily movement corridors within an animal's territory). While small travel pathways usually facilitate movement for daily home range activities such as foraging or escape from predators, they also provide connection between outlying populations and the main corridor, permitting an increase in gene flow among populations.

These linkages among habitat types can extend for miles between primary habitat areas and occur on a large scale throughout California. Habitat linkages facilitate movement among populations located in discrete areas and populations located within larger habitat areas. The mosaic of habitats found within a large-scale landscape results in wildlife populations that consist of discrete sub-populations comprising a large single population, which is often referred to as a meta-population. Even where patches of pristine habitat are fragmented, such as occurs with coastal scrub, the movement between wildlife populations is facilitated through habitat linkages, migration corridors and movement corridors. Depending on the condition of the corridor, genetic flow between populations may be high in frequency, thus allowing high genetic diversity within the population, or may be low in frequency. Potentially low frequency genetic flow may lead to complete isolation, and if pressures are strong, potential extinction (McCullough 1996; Whittaker 1998).

Wildlife connectivity of this site to other open lands in the area can occur through the vineyards and undeveloped lands. There are no barriers to movement between the pond on the site and ponds located further west. Westside Road is likely not a barrier to movement based on the rate of traffic after the wineries and tasting rooms have closed their doors. As a result, animals are likely able to move across the road at dusk and night without the mortality from traffic.

SPECIAL-STATUS BIOLOGICAL RESOURCES

Certain vegetation communities, and plant and animal species are designated as having special-status based on their overall rarity, endangerment, restricted distribution, and/or unique habitat requirements. In general, special-status is a combination of these factors that leads to the designation of a species as sensitive. The Federal Endangered Species Act (FESA) outlines the procedures whereby species are listed as endangered or threatened and established a program for the conservation of such species and the habitats in which they occur. The California Endangered Species Act (CESA) amends the California Fish and Wildlife Code to protect species deemed to be locally endangered and essentially expands the number of species protected under the FESA.

Special-status Vegetation Communities
Sensitive natural communities are those that are considered rare in the region, may support special-status plant or wildlife species, or may receive regulatory protection (i.e., through Section 404 of the Clean Water Act [CWA] and/or Sections 1600 et seq. of the California Fish and Wildlife Code). Please refer to Appendix A for detailed descriptions of waters and wetlands. In addition, sensitive natural communities include plant communities that have been identified as having highest inventory priority in the California Natural Diversity Database (CNDDB). The second edition of *A Manual of California Vegetation* (Sawyer, et al. 2009) also provides the rarity ranking status of these communities. No sensitive natural communities occur within the proposed project area. The Northern California black walnut grove, located on the eastern side of the property, is not considered to be a native occurrence. As a result, it does not qualify as a special-status vegetation community nor are the individual trees considered to be special status. However, no work is proposed in this area and the grove will be preserved.

Special-status Plant Species
Special-status plant species are those species that are legally protected under the federal Endangered Species Act (ESA) and/or the California Endangered Species Act (CESA) as listed or proposed for listing as threatened or endangered, as well as species that are considered rare by the scientific community. For example, the California Native Plant Society (CNPS) has identified some species as List 1 or 2 species and

may be considered rare or endangered pursuant to Section 15380(b) of the State CEQA Guidelines. The CDFW has compiled a list of "Special Plants" (CDFW 2014), which include California Special Concern species. These designations are given to those plant species whose vegetation communities are seriously threatened. Although these species may be abundant elsewhere they are considered to be at some risk of extinction in California. Although Special Concern species are afforded no official legal status under FESA or CESA, they may receive special consideration during the planning stages of certain development projects and adverse impacts may be deemed significant under the California Environmental Quality Act (CEQA).

A total of 58 special-status plant species have been reported occurring on the four topographic quadrangles (CNDDB 2014). Please refer to Appendix B for a list of these species and their potential for occurrence. Those species that occur in freshwater marshes and swamps, riparian scrub, broadleafed upland forest, chaparral, cismontane woodland, closed-cone coniferous forest, vernal pools, bogs and fens, coastal scrub, meadows and seeps, North Coast coniferous forest, coastal prairie, coastal bluff scrub or plants that occur on serpentinite or other substrates not occurring within the project area were considered to not have the potential to occur. Species associated with valley and foothill grassland could potentially occur on the site but not of these species were observed during the appropriately timed special status plant surveys in April and May. The property on the east side was a pumpkin patch and farm store starting in 1989 and then became vineyards. The property on the west side has been a residence with landscaped yard and garden. The grassland communities in the project area are highly disturbed and dominated by weedy, non-native species. No special-status plants are likely to occur within the proposed project area and none were observed.

Special-status Animal Species

Special-status animal species include those listed by the USFWS (2013) and the CDFW (2013). The USFWS officially lists species as either Threatened or Endangered, and as candidates for listing. Additional species receive federal protection under the Bald Eagle Protection Act *(e.g.*, bald eagle, golden eagle), the Migratory Bird Treaty Act (MBTA), and state protection under CEQA Section 15380(d). In addition, many other species are considered by the CDFW to be species of special concern; these are listed in Remsen (1978), Williams (1986), and Jennings and Hayes (1994). Although such species are afforded no official legal status, they may receive special consideration during the planning and CEQA review stages of certain development projects. The CDFW further classifies some species under the following categories: "fully protected", "protected fur-bearer", "protected amphibian", and "protected reptile". The designation "protected" indicates that a species may not be taken or possessed except under special permit from the CDFW; "fully protected" indicates that a species can be taken for scientific purposes by permit only.

Of the 20 special-status animal species identified as potentially occurring in the vicinity of the project area, including within a 3 mile radius (CNDDB 2014), several additional species were evaluated for their potential to occur within the study area, based on: 1) review of the CNDDB, 2) the "Special Animals" list (CDFW 2014) that includes those wildlife species whose breeding populations are in serious decline, and 3) the habitat present on site. See Appendix C for a list of the 26 species evaluated. Several of these species have a high potential for occurrence at the project site and are discussed below. This document does not address impacts to species that may occur in the region but for which no habitat occurs on site.

California red-legged frog (*Rana draytonii*) (CRF), listed by the USFWS as Threatened and is classified by the CDFW as a California Special Concern species and a Fully Protected Species under Fish and Game Code 5050, breeds primarily in ponds, but will also breed in slow-moving streams, or deep pools in intermittent streams. Inhabited ponds are typically permanent, at least 2 feet (0.6 meters) in depth, and contain emergent and shoreline vegetation. Sufficient pond depth and shoreline cover are both critical, because they provide means of escape from predators and high winter flooding of stream habitat for the frogs (Stebbins 1985, Tatarian 2008).

Project Area Occurrence: No surveys were conducted for this species as part of this habitat assessment. The pond structure and hydrology provides suitable breeding habitat for this species. However, the presence of adult bullfrogs, the high population (52 adults and thousands of tadpoles) reduces the suitability of the pond.

Laboratory experiments have clarified the effects bullfrogs and mosquitofish have on CRF (Lawler, *et al.* 1999). Under natural conditions, the presence of bullfrog tadpoles nearly precluded the recruitment of CRF tadpoles to the juvenile stage. Mosquitofish, however, with a variety of prey items and spatially complex escape areas available, do not affect the recruitment of CRF tadpoles. However, in those ponds with both species occurring in high numbers, such as the pond on-site, the potential for CRF to occur is low to none. The effects of introduced predators on the survival of CRFs are largely related to the relative population sizes of the predators, the quality and amount of aquatic habitat, and the CRF. Specifically, CRFs and introduced predators can coexist if the number of predators remains small compared to the number of CRFs and habitats provide refugia for CRF from excessive predation. No CRF were detected during the daytime survey. A nocturnal survey would provide the best way of determining presence. The high population of bullfrogs likely precludes CRFs at this pond. As a result, this species has a low potential for occurrence in this portion of Dry Creek Valley and the pond on-site. The nearest reported presence occurrs more than 3 miles west of the project area in Austin Creek (CNDDB 2014).

Foothill yellow-legged frog (*Rana boylii*) is a California Special Concern species, and occurs in most Pacific drainages from Oregon to Los Angeles County. The species typically inhabits perennial rocky streams, preferring streams with cobble-sized substrates (Jennings and Hayes 1994). Occupied drainages range from sea level to 2,040 meters (6,700 feet) (Jennings and Hayes 1994). Streams in woodland, chaparral or forest with little-to-no bank vegetation cover are also preferred (Stebbins 1985). Breeding occurs from mid-March to May, depending on rains, with tadpoles metamorphosing in June or July.

Project Area Occurrence: No surveys were conducted for this species as part of this habitat assessment. This species is not expected to occur in the pond. This species has been reported occurring approximately 1.2 miles west of the project area in Porter Creek (CNDDB 2014).

Western pond turtle (*Emys marmorata*) is listed by the CDFW as a California Special Concern species. It originally inhabited many of the pacific drainage basins in California (Stebbins 1985). This medium sized turtle ranges in size to just over 8 inches (21cm) with a low carapace that is generally olive, brownish or blackish (Stebbins 1985, Jennings and Hayes 1994). Primary habitats include permanent water sources such as ponds, streams and rivers. It is often seen basking on logs, mud banks or mats of vegetation, although wild populations are wary and individuals will often plunge for cover after detecting movement from a considerable distance. Although it is an aquatic species with webbed feet, it can move across land in response to fluctuating water level, an apparent adaptation to the variable rainfall and unpredictable flows that occur in many coastal California drainage basins (Rathbun, *et al.* 1992).

Project Area Occurrence: No surveys were conducted for this species as part of this habitat assessment. This species is expected to occur within the pond on-site. This species has been reported occurring less than 1 mile east of the project area in the Russian River (CNDDB 2014).

Nesting Passerines: As stated previously, passerines, protected under the MBTA and Fish and Wildlife Code 3503, have potential to nest within the proposed project area. Bird species potentially nesting in the riparian area include tree swallows (*Tachycineta bicolor*), bushtit (*Psaltriparus minimus*) and oak titmouse (*Baeolophus inornatus*) that glean insects from the bark. As early as February, passerines begin courtship and once paired, they begin nest building, often around the beginning of March. Nest structures vary in shapes, sizes and composition and can include stick nests, mud nests, matted reeds and cavity nests. For example, black phoebes may build a stick nest under the eaves of a building. Depending on environmental conditions, young birds may fledge from the nest as early as May and, if the prey base is large, the adults may lay a second clutch of eggs.

Project Area Occurrence: No surveys were conducted for these species as part of this habitat assessment. Several passerine (perching birds) species may nest on the site in the various habitats, including, but not limited to, white-breasted nuthatch in the oak trees. A nesting bird survey shall be conducted before removal

of any of these habitats, and seasonal restrictions put into place for occupied habitats, to ensure no take of individuals will occur.

Nesting Raptors: As with passerines, raptors (birds of prey), such as red-shouldered hawk (*Buteo lineatus*), cooper's hawk (*Accipiter cooperii*), are protected under the Federal Migratory Bird Treaty Act and Fish and Wildlife Code 3503.5

General Ecology and Distribution: Raptors nest in a variety of substrates including, cavities, ledges and stick nests. For example, Cooper's hawks are small bird hunters, hunting on the edges of forests in broken forest and grassland habitats where passerines forage for seeds and insects. Nests occur in heavily forested areas near a water source. Research sites on nesting Cooper's hawks rarely show the nests more than a quarter of a mile away from water, whether it is a cattle tank, stream or seep (Snyder and Snyder 1975). Trees typically used by Cooper's hawks include coast live oaks, cottonwoods, and black oaks (Call 1978), as well as second growth conifer stands or deciduous riparian areas. In general, the breeding season for raptors occurs in late March through June, depending on the climate, with young fledging by early August.

Project Area Occurrence: No surveys were conducted for these species as part of this habitat assessment. No nests were detected at the time of the survey. However, nest structures could be developed before the project goes to construction and the trees are removed.

Roosting bats – including Townsend's big-eared bat[1] (*Corynorhinus townsendii*), pallid bat[2] (*Antrozous pallidus*), western red bat (*Lasiurus blossevillii*) and hoary bat[2] (*Lasiurus cinereus*).

Status: [1]Proposed for listing as Endangered or Threatened by CDFW, [2]State Species of Concern (SSC), as well as Fish and Wildlife Code Sections 86, 2000, 2014, 3007, Title 14, Sections 15380, 15382.

General Ecology and Distribution: Bats in this region of California are not active year-round. During the maternity season, non-volant young of colonial bats remain in the roost until late summer (end of August), after which they may disperse from the natal roost or remain into or throughout the winter. Obligate tree-roosting bat species, and to some extent, colonial bats, may switch tree roosts frequently, particularly after young are volant, but are sometimes faithful for longer periods (weeks). During winter months, bats typically enter torpor, rousing only occasionally to drink water or opportunistically feed on insects. The onset of torpor is dependent upon environmental conditions, primarily temperature and rainfall. To prevent direct mortality of either non-volant young or torpid bats during winter months, roosts must not be disturbed or destroyed until bats are seasonally active, and only after they have been provide a means of escape from the roost.

Townsend's big-eared bats have been proposed for listing as either Endangered or Threatened by the California Fish and Wildlife Commission. During the one-year public comment and review process, the species receives the same protections as a fully listed species.

Townsend's big-eared bats are found unevenly throughout most of the state from sea level to the Sierras, but are more restricted in their roost habitat selection, and more sensitive to human disturbance. This species is more strongly associated with cave and mine habitat, preferring large, open roosts, compared to smaller cavities or crevices. In addition to cave and mine roosts, this species uses buildings, bridges and culverts, and there is some evidence that very large redwood tree basal hollows have been used. Roosts for this nomadic species may serve multiple functions throughout the year, and multiple sites may be used for different life stages (pregnancy, parturition, rearing, etc.). Males remain solitary during maternity season.

Pallid bats, an SSC species, are eclectic in their roosting habitat selection, and to some extent distribution, and can be found in crevices and small cavities in rock outcrops, tree hollows, mines, caves, and a wide variety of man-made structures such as buildings, bridges and culverts, generally in lower to mid-elevation sites. This species forms maternity colonies, composed of dozens to sometimes hundreds of females and their young, and smaller bachelor colonies composed of males and not-yet reproductive females.

Western red bats, an SSC species, have a broad, but disjunct, distribution throughout the state, and a wide range of elevations. Reproductive females are more common in the inland portions of the state than the Bay Area, where males are more common during the summer months. This is a foliage-roosting species typically associated with large-leaf trees, such as willows, cottonwoods, and sycamores, and is often found near riparian zones. Western red bats are typically solitary, however females give birth to two to five young, which is atypical compared to other bat species.

Project Area Occurrence: Buildings: Pallid bats and Townsend's big-eared bats have potential to roost in the structures located on the project site. Two non-SSC bat species, Yuma Myotis (*Myotis yumanensis*) and Brazilian free-tailed bats (*Tadarida braziliensis*) were found in several of the on-site buildings during the 2014 season (See Table 3).

Table 3: Structures Proposed for Renovation and their Potential Suitability for Roosting Bats

Structure	Site Location	Type of Roost	Signs Observed
Large baling barn	East (southern portion)	Maternity Day Roost – loft and lower floor Night Roost – loft and lower floor	Large amounts of fecal pellets widely distributed throughout lower floor areas, lower floor loft, and loft above. Large numbers (ca. 200) *Myotis yumanensis* roosting in frame gaps of wood hop cars and ca. 50 *Tadarida brasiliensis* at roof ridge beams. Appears to be a long-term maternity day roost.
Hop Barn (southern)	East (central portion)	Day Roost, possibly maternity – roof rafters and skip-sheathing gaps Night Roost – open areas in upper and lower floors	No bats observed during assessment, but small crevices could hid bat, probably *Myotis yumanensis* or other small *Myotis* species. Moderate amounts of bat fecal pellets on loft floor and lower floor ground.
Hop Barn (northern)	East (central portion)	Day Roost, possibly maternity – roof rafters and skip-sheathing gaps Night Roost – open areas in upper and lower floors	No bats observed during assessment, but small crevices could hid bat, probably *Myotis yumanensis* or other small *Myotis* species. Moderate amounts of bat fecal pellets on loft floor and lower floor ground.
Small farm house	East (central portion)	Maternity Day Roost – roof soffit, rafters Night Roost – while raising pups	Observed ca. 10 *Myotis yumanensis* roosting in enclosed soffit, more likely present but not visible.
Chicken shed	East (south portion)	None	None
Pump storage barn	East (central portion)	None	None

Large Barn: The large barn, constructed of wood with horizontal siding boards and corrugated metal roof, is in poor condition with many exterior siding boards missing or peeling away, providing many suitable entry points and roost areas. The structure contained extensive evidence of both day and night roosting activity in the lower floor. Bats have been roosting from floor joists, ceiling fixtures, wall joists, gaps in header beams, and other locations throughout. Most of the evidence in the lower floor appears to be the result of night-roosting activity, however the second floor and upper floor loft area contain evidence of day-roosting

activity, and approximately 200 Yuma myotis (*Myotis yumanensis*) were observed roosting in crevices in the frames of the hop cars located on rails in the loft, and ca. 50 Brazilian free-tailed bats (*Tadarida brasiliensis*) were observed roosting in the gap between the paired ridge beams of the roof, beneath the corrugated metal roofing material. This building provides maternity day roost habitat, and likely has done so for many years, based on extensive fecal and urine staining evidence throughout. Several photos are included in this report showing this roosting activity. There were additional cavities between exterior wall siding and interior wood panels that could provide roost habitat, but were not able to be surveyed at the time of our assessment.

Though not SSC species, large colonies of Brazilian free-tailed or Yuma myotis often occupy a roost, and significant impact to local breeding populations could occur if buildings are demolished without first conducting humane bat eviction or other appropriate measures.

Hop Barns: Both of these wood-sided/shingle-roof structures are in poor condition, with the south barn roof almost entirely missing, and exterior siding peeling and missing. Both structures contain suitable day and/or night roost habitat to varying degrees. Evidence of use by Brazilian free-tailed bats (*Tadarida brasiliensis*) and Yuma myotis (*Myotis yumanensis*) was present in the upper floor areas on the slotted flooring, walls, and gaps between skip-sheathing and roofing materials. In addition, a wad of cloth sacks was suspended from the roof rafters in the south barn, and a metal pulley hanging from the wall of the north barn both provided roost habitat for bats, based on fecal accumulations below. The lower floors, mostly open, could provide suitable night roost habitat, but appear too cold and damp for day roost activity.

Small Farm House (Residence): This wood-sided, single-story residence with attached shed roofs and patios has finished interior ceilings, and enclosed soffits at the gable ends. The building is in good condition, however, there are numerous potential openings into wall and roof sections. Approximately 10 *Myotis yumanensis* were observed inside the soffit cavity, and evidence of long-term use was observed. This structure is providing maternity day roost habitat, as well as night roost habitat for nursing female bats.

Chicken Shed: This corrugated metal-sided building with wood framing is too open to provide suitable roost habitat, other than for occasional, individual bats. No evidence of past or present roosting activity was observed.

Pump/Storage Barn: No evidence of past or present roosting activity was observed, however this building could provide habitat for day or night roosting bats if left undisturbed (the building is currently actively used for storage), and/or during bat exclusion/eviction from the barn structures.

Please refer to the Impacts and Mitigation Measures for details on avoidance measures of roosting bats in buildings on this site.

Trees: One valley oak tree on the western portion of the project site contained suitable potential cavity and crevice roost habitat. SSC bat species such as pallid bats, as well as non-SSC species have potential to roost in cavities and exfoliating bark observed in this tree.

Other larger mature trees throughout the project site proposed for removal may also support non-SSC bats such as western red bat (Lasiurus blossevillii), as well as hoary bats (*Lasiurus cinereus*), both obligate tree-roosting solitary bat species.

Please refer to the Impacts and Mitigation Measures for details on avoidance measures of roosting bats in trees on this site.

IMPACTS AND MITIGATION MEASURES

This section summarizes the potential temporary biological impacts from construction activities within the study area. The analysis of these impacts is based on a single reconnaissance-level survey of the study area, a review of existing databases and literature, and personal professional experience with biological resources of the region.

CEQA Guidelines Sections 15206 and 15380 were used to determine impact significance. Impacts are generally considered less than significant if the habitats and species affected are common and widespread in the region and the state.

A species may be treated as rare or endangered even if it has not been listed under CESA or FESA. Species are designated endangered when it survival and reproduction in the wild are in immediate jeopardy from one or more causes, including loss of habitat, change in habitat, overexploitation, disease or other factors.

For the purposes of this report, three principal components in the evaluation were considered:

- Magnitude of the impact (e.g., substantial/not substantial)
- Uniqueness of the affected resource (rarity)
- Susceptibility of the affected resource to disturbance (sensitivity)

The evaluation of significance must consider the interrelationship of these three components. For example, a relatively small-magnitude impact (e.g., disturbing a nest) to a state or federally listed species would be considered significant because the species is at low population levels and is presumed to be susceptible to disturbance. Conversely, a common habitat such as non-native grassland is not necessarily rare or sensitive to disturbance. Therefore, a much larger magnitude of impact (e.g., removal of extensive vegetation) would be required for it to be considered a significant impact.

Trees

Impacts: A total of 21 trees are proposed for removal as part of the proposed project. This includes 6 coast live oaks, 5 valley oaks, 4 cottonwoods and one redwood, all of which are native trees. The Sonoma County Tree Protection Ordinance General Provisions state:

> *Projects shall be designed to minimize the destruction of protected trees. With development permits, a site plan shall be submitted that depicts the location of all protected trees greater than nine inches (9") and their protected perimeters in areas that will be impacted by the proposed development, such as the building envelopes, access roads, leachfields, etc.*

Protected trees are defined as:

> *"Protected tree" means* Big Leaf Maple *Acer macrophyllum,* Black Oak *Quercus Kelloggii,* Blue Oak *Quercus Douglassi,* Coast Live Oak *Quercus agrifolia,* Interior Live Oak *Quercus Wislizenii,* Madrone *Arbutus Menziesii,* Oracle Oak *Quercus morehus,* Oregon Oak *Quercus Garryana,* Redwood *Sequoia sempervirens,* Valley Oak *Quercus lobata,* California Bay *Umbellularia California, and their hybrids.*
>
> *"Protected tree of special significance" means Quercus lobata* Valley Oak.

The Tree Protection Ordinance also states:

> *The Valley Oak-Quercus lobata shall receive special consideration in the design review process to the extent that mature specimens shall be retained to the fullest extent feasible. Valley Oaks contribute greatly to Sonoma County's visual character, landscape and they provide important visual relief in urban settings. On existing parcels created without the benefit of an accompanying*

EIR, design review shall focus on the preservation of Valley Oaks to the fullest extent feasible. Where such preservation would render a lot unbuildable, partial protection with accompanying appropriate mitigations developed by a certified arborist shall be incorporated into the project design. In such cases where only partial protection can be achieved, full replacement in accordance with the arboreal value chart shall be required.

Mitigation Measure: The project will comply with the County's Tree Protection Ordinance. Compensation for the loss of native trees is provided in the ordinance and is based on arboreal values. The ordinance requires one hundred percent (100%) replacement of trees or payment of in-lieu fees. It is recommended that a certified arborist conduct a tree survey and inventory as part of the analysis of impacts for the project.

The County ordinance also requires that:

Before the start of any clearing, excavation, construction or other work on the site, every tree designated for protection on the approved site plan shall be clearly delineated with a substantial barrier (steel posts and barbed wire or chain link fencing) at the protected perimeter, or limits established during the permit process. The delineation markers shall remain in place for the duration of all work. All trees to be removed shall be clearly marked. A scheme shall be established for the removal and disposal of brush, earth and other debris as to avoid injury to any protected tree.

Where proposed development or other site work must encroach upon the protected perimeter of a protected tree, special measures shall be incorporated to allow the roots to obtain oxygen, water and nutrients. Tree wells or other techniques may be used where advisable. No changes in existing ground level shall occur within the protected perimeter unless a drainage and aeration scheme approved by a certified arborist is utilized. No burning or use of equipment with an open flame shall occur near or within the protected perimeter (except for authorized controlled burns).

No storage or dumping of oil, gasoline, chemicals or other substances that may be harmful to trees shall occur within the drip line of any tree, or any other location on the site from which such substances might enter the drip line.

If any damage to a protected tree should occur during or as a result of work on the site, the County shall be promptly notified of such damage. If a protected tree is damaged so that it cannot be preserved in a healthy state, the planning director shall require replacement in accordance with the arboreal value chart. If on-site replacement is not feasible, the applicant shall pay the in-lieu fee to the tree replacement fund.

The following design standards for protected trees shall be adhered to:

Underground trenching for utilities should avoid tree roots within the protected perimeter. If avoidance is impractical, tunnels should be made below major roots. If tunnels are impractical and cutting roots is required, it shall be done by hand-sawn cuts after hand digging trenches. Trenches should be consolidated to serve as many units as possible.

Compaction within the drip line or protected perimeter shall be avoided.

Paving with either concrete or asphalt over the protected perimeter should be avoided. If paving over the protected perimeter cannot be avoided, affected trees shall be treated as removed for purposes of calculating arboreal values.

Wherever possible, septic systems and/or leachlines shall not be located on the uphill side of a protected tree.

Security posted for the purpose of insuring the proper construction of public or private improvements shall also include an amount sufficient to secure any requirements imposed pursuant to this section. In addition, security for potential tree damage shall be twenty-five percent (25%) of the amount posted for planned tree replacement. In lieu fees shall be paid prior to recording any maps. Such security shall not be released until protection requirements, including planting replacement trees, and any long term maintenance requirements have been satisfactorily discharged. The initial bond amount may be reduced to cover only the maintenance and replacement of trees after construction is completed.

Birds

Impact: Several passerine (perching birds) species observed on site, such as California towhee and scrub jays, build stick nests in trees and shrubs, while others, such as the white-breasted nuthatch and chestnut-backed chickadee, nest in tree cavities. Disturbance during the nesting season (February 15- August 15) may result in the potential nest abandonment and mortality of young, which is considered a "take" of an individual. However, many of the species observed on the site were fledged juveniles from this year, which means that the nesting season has concluded in the project area.

Mitigation Measure: The following mitigation measures should be followed in order to avoid or minimize impacts to passerines and raptors that may potentially nest in the trees:

1) Grading or removal of nesting trees should be conducted outside the nesting season, which occurs between approximately February 15 and August 15.
2) If grading between August 15 and February 15 is infeasible and groundbreaking must occur within the nesting season, a pre-construction nesting bird (both passerine and raptor) survey of the grasslands and adjacent trees shall be performed by a qualified biologist within 7 days of ground breaking. If no nesting birds are observed no further action is required and grading shall occur within one week of the survey to prevent "take" of individual birds that could begin nesting after the survey.
3) If active bird nests (either passerine and/or raptor) are observed during the pre-construction survey, a disturbance-free buffer zone shall be established around the nest tree(s) until the young have fledged, as determined by a qualified biologist.
4) The radius of the required buffer zone can vary depending on the species, (i.e., 75-100 feet for passerines and 200-300 feet for raptors), with the dimensions of any required buffer zones to be determined by a qualified biologist in consultation with CDFW.
5) To delineate the buffer zone around a nesting tree, orange construction fencing shall be placed at the specified radius from the base of the tree within which no machinery or workers shall intrude.
6) After the fencing is in place there will be no restrictions on grading or construction activities outside the prescribed buffer zones.

Mammals

Impact: Renovation of buildings may cause direct mortality of roosting bats that use the structures, if the structures are removed during seasonal periods of inactivity (maternity season or winter), or without first conducting humane bat eviction or partial dismantling under supervision of a qualified bat biologist experienced with bats using man-made roosts.

Preventing Take of Bats in Buildings – General Discussion

In the case of buildings to be demolished for redevelopment, there are only two effective methods for getting bats out of the structure. The first, utilized mainly when the building is in good condition or will not be demolished, and the work is feasible, is "humane eviction", or "bat exclusion", which relies on the bats' ability to fly out of the roost. In this method, all potential, but currently unused entry points into the structure are sealed. The active entry points are fitted with one-way exits, which are left in place 7-10 days to allow all

bats to emerge normally during nightly feeding flights. The one-way exits are then removed and the remaining openings sealed until demolition if it will occur more than 30 days after demolition. If the interval between successful eviction and demolition will be short (less than 4 weeks), the one-way exits may often be left in place until demolition. This work must be conducted by, or under direct supervision or instruction by a bat biologist qualified in humane bat eviction methods and materials.

In some cases, the physical condition of the structure is so poor that humane eviction as described above is not possible. If that occurs, the building must be carefully, and selectively dismantled in such a way that the internal environment is altered to a degree sufficient to cause bats to abandon the roost and not return. This must occur under the guidance bat biologist qualified in partial dismantling of structures for bat eviction.

In general, humane eviction of bats must occur during seasonal periods of bat activity, ***between March 1, or when evening temperatures are above 45F and rainfall less than ½" in 24 hours occurs, and April 15, prior to parturition of pups. The next acceptable period for humane eviction with suitable roosting habitat is after pups become self-sufficiently volant – September 1 through about October 15, or prior to evening temperatures dropping below 45F and onset of rainfall fretter than ½" in 24 hours.***

Mitigation Measures: To prevent direct mortality of bats that may roost in the structures on site, the following measures are recommended:

Large Barn: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity (see below for dates), conduct partial dismantling of portions of exterior siding and roofing material to increase light and airflow into structure. This will cause bats to abandon the structure if the building is made effectively unsuitable for continued roosting activity. All walls will require some removal of siding material to accomplish this, but the upper loft will also require supplemental lights aimed up from the floor directly beneath the hop cars to cause bats to abandon the roost crevices.

We recommend the use of exterior, PAR-style LED lights in suitable fixtures; these will provide bright light without heat and be economical to operate. It may require 7-10 days of this treatment to cause all bats to abandon the structure prior to construction activities, which must either occur within 48 hours of these actions, or the building must be sealed using polyethylene sheeting, leaving no available gaps. All measures must be implemented only during seasonal periods of bat activity to prevent direct mortality of non-volant young or overwintering adults and juveniles.

South Hop Barn: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity (see below for dates), conduct partial dismantling of portions of exterior siding and roofing material to increase light and airflow into structure, causing bats to abandon the structure of their own volition. All walls will require some removal of siding material to accomplish this.

North Hop Barn: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity (see below for dates), conduct partial dismantling of portions of exterior siding and roofing material to increase light and airflow into structure, causing bats to abandon the structure of their own volition. All walls will require some removal of siding material to accomplish this.

Residence: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity (see below for dates), conduct partial dismantling of portions of exterior siding and roofing material to increase light and airflow into structure, causing bats to abandon the structure of their own volition. All walls and portions of the soffit boards will require some removal of material to accomplish this.

Chicken Shed: No further actions are required to prevent use by bats or take of roosting bats.

Pump/Storage Barn: To reduce the likelihood of this building being used by bats abandoning the larger structures, all doors should be left open during day and night hours. No further actions are required.

Acceptable periods for partial dismantling are:

1. ***Between approximately March 1 (or when heavy rains [greater than ½" in 24 hrs.] cease and/or evening temperatures remain above 45F) and April 15 (after which time females will begin to give birth to pups.***
2. ***Between September 1 (after all pups are self-sufficiently volant) and approximately October 15 (or before heavy rains [greater than ½" in 24 hrs.] begin and/or evening temperatures fall below 45F)***

Table 4: Recommended Mitigation Measures for Structures – 7097 Westside Road

Structure	Site Location	Occupied?	Mitigation
Large barn	East	Y	Conduct partial dismantling of structure to reduce habitat suitability (see text for full details); 1. Work must be conducted under direct supervision of a qualified bat biologist. 2. Partial dismantling must occur only between Mar. 1 – Apr. 15, or Sep. 1 – Oct. 15. 3. Supplemental illumination must be used in the loft to cause bats to abandon vertical gaps in bottoms of hop cars.
Hop Barn (southern)	East	Y	Conduct partial dismantling of structure to reduce habitat suitability (see text for full details); 1. Work must be conducted under direct supervision of a qualified bat biologist. 2. Partial dismantling must occur only between Mar. 1 – Apr. 15, or Sep. 1 – Oct. 15. 3. Supplemental illumination must be used in the loft to cause bats to abandon vertical gaps in bottoms of hop cars.
Hop Barn (northern)	East	Y	Conduct partial dismantling of structure to reduce habitat suitability (see text for full details); 1. Work must be conducted under direct supervision of a qualified bat biologist. 2. Partial dismantling must occur only between Mar. 1 – Apr. 15, or Sep. 1 – Oct. 15. 3. Supplemental illumination must be used in the loft to cause bats to abandon vertical gaps in bottoms of hop cars.
Small farm house	East	Y	Conduct partial dismantling of structure to reduce habitat suitability (see text for full details); 1. Work must be conducted under direct supervision of a qualified bat biologist. 2. Partial dismantling must occur only between Mar. 1 – Apr. 15, or Sep. 1 – Oct. 15. 3. Supplemental illumination must be used in the loft to cause bats to abandon vertical gaps in bottoms of hop cars.
Chicken coop	East	N	None
Pump storage barn	East	N	Leave barn doors open during daylight hours during partial dismantling of barns and farm house to prevent new occupation.

Impact: Removal of trees may cause direct mortality of roosting bats, if the trees the provide suitable roosting habitat are removed during seasonal periods of inactivity (maternity season or winter).

Mitigation Measure: To prevent direct mortality of bats that may roost in tree cavities, crevices, exfoliating bark, or foliage of the trees identified on the site, the following measures are recommended:

1) Potential habitat trees shall be removed only between approximately March 1, or when evening temperatures are above 45°F and rainfall less than ½" in 24 hours occurs, and April 15, prior to parturition of pups. The next acceptable period is after pups become self-sufficiently volant – September 1 through about October 15, or prior to evening temperatures dropping below 45°F and onset of rainfall greater than ½" in 24 hours.

2) Tree removal shall be conducted using a two-stage process over two consecutive days (e.g. Tuesday and Wednesday, or Thursday and Friday). With this method, small branches and small limbs containing ***no*** cavity, crevice or exfoliating bark habitat on habitat trees, as identified by a qualified bat biologist are removed first on Day 1, ***using chainsaws only*** (no dozers, backhoes, etc.). The following day (Day 2), the remainder of the tree is to be removed. The disturbance caused by chainsaw noise and vibration, coupled with the physical alteration, has the effect of causing colonial bat species to abandon the roost tree after nightly emergence for foraging. Removing the tree the next day prevents re-habituation and re-occupation of the altered tree.

3) Trees containing suitable potential habitat must be trimmed with chainsaws on Day 1 under initial field supervision by a qualified bat expert to ensure that the tree cutters fully understand the process, and avoid incorrectly cutting potential habitat features or trees. After tree cutters have received sufficient instruction, the qualified bat expert does not need to remain on the site.

4) All other vegetation other than trees within the Limit of Work should be removed prior to tree removal, according to the dates provided above. If vegetation must be removed outside those dates, a 50' buffer around each habitat tree should be observed to reduce likelihood of abandonment of the roost and young.

5) If non-habitat trees must be removed outside seasonal periods of bat activity as described above, a 50' buffer around each habitat tree should be observed to reduce likelihood of abandonment of the roost and young.

6) In order to minimize potential take of solitary bats such as *L. blossevillii* or *L. cinereus*, tree removal should begin with the smaller trees and vegetation on the site, followed by smaller trees in each location where trees are to be removed. Only chainsaws should be used, to create a noise disturbance that will be sufficient to cause roosting individual *L. blossevillii* or *L. cinereus* to abandon the site.

Figures – Structures Containing Bat Roost Features

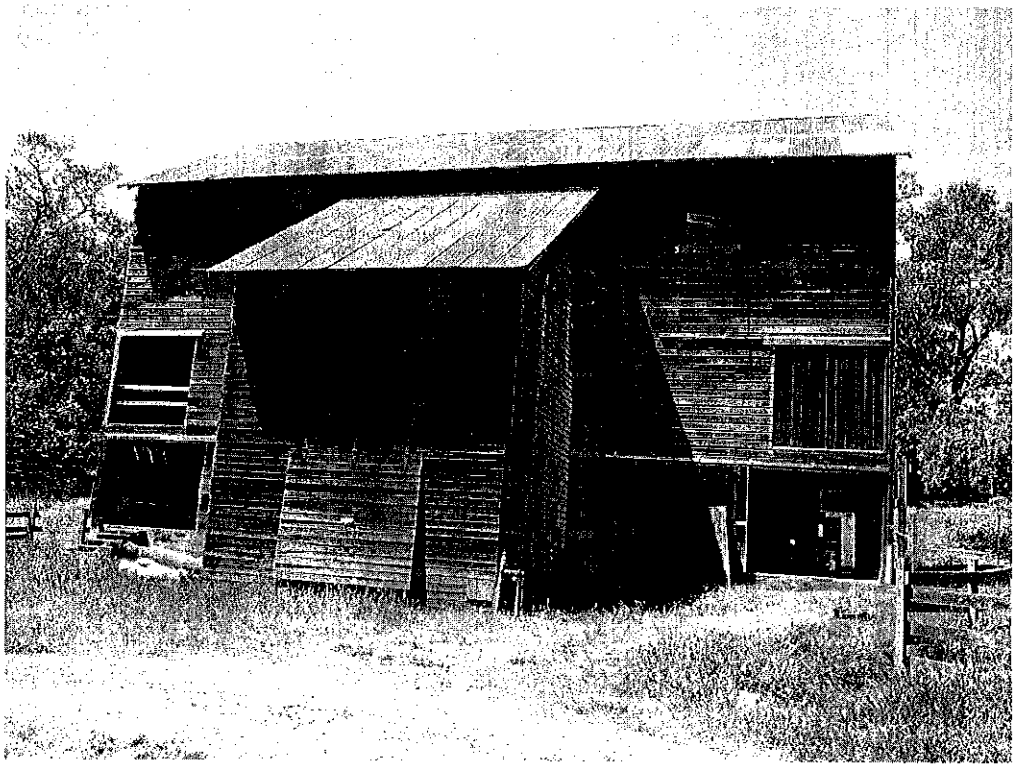

Figure 6. Large barn - east wall. Arrows depict areas to remove during partial dismantling to cause bats to abandon the roost (see text).

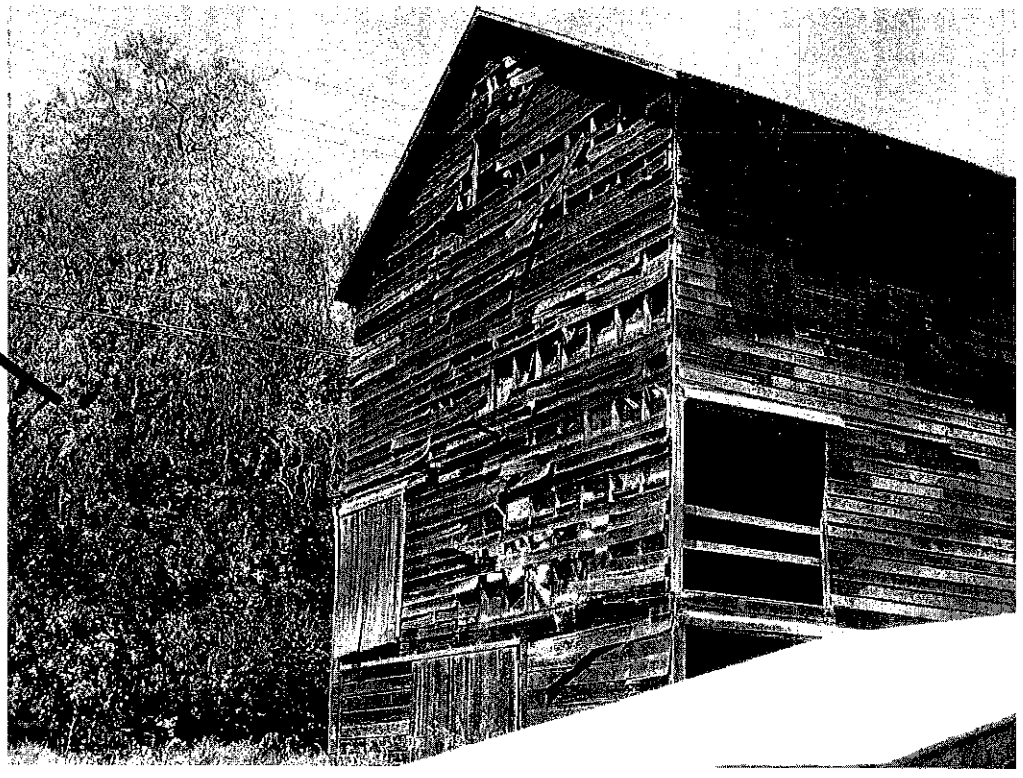

Figure 7. Large barn - southeast corner, showing peeling siding boards. Arrows depict areas to remove during partial dismantling to cause bats to abandon the roost (see text).

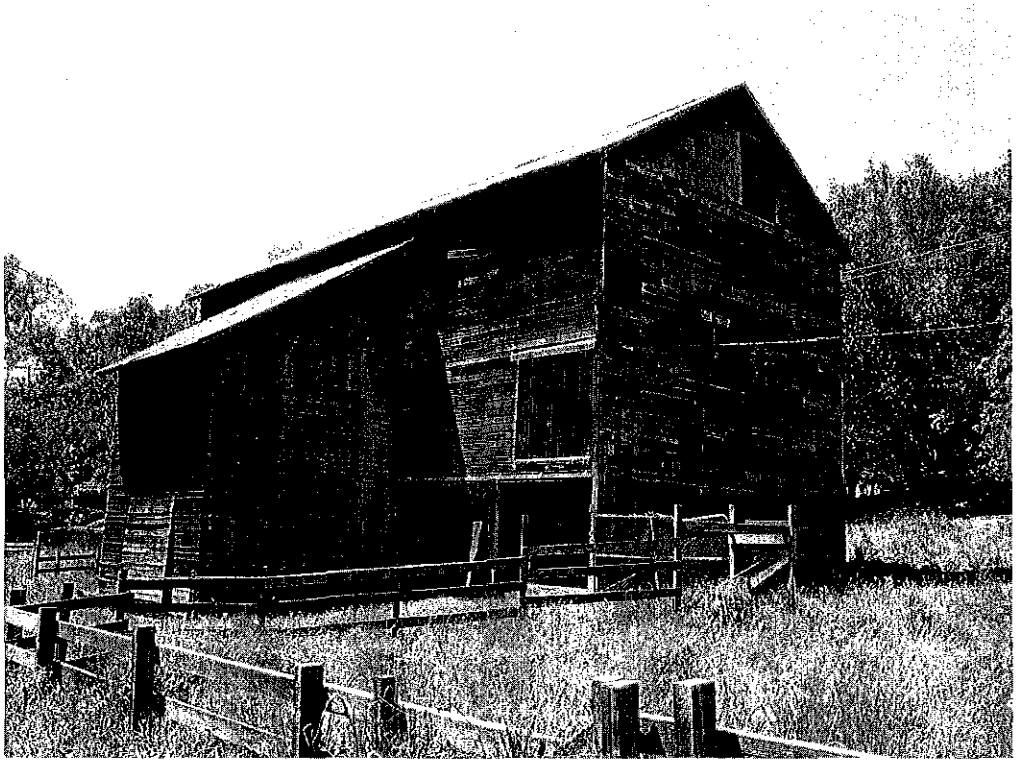

Figure 8. Large barn - northeast wall. Arrows depict areas to remove during partial dismantling to cause bats to abandon the roost (see text).

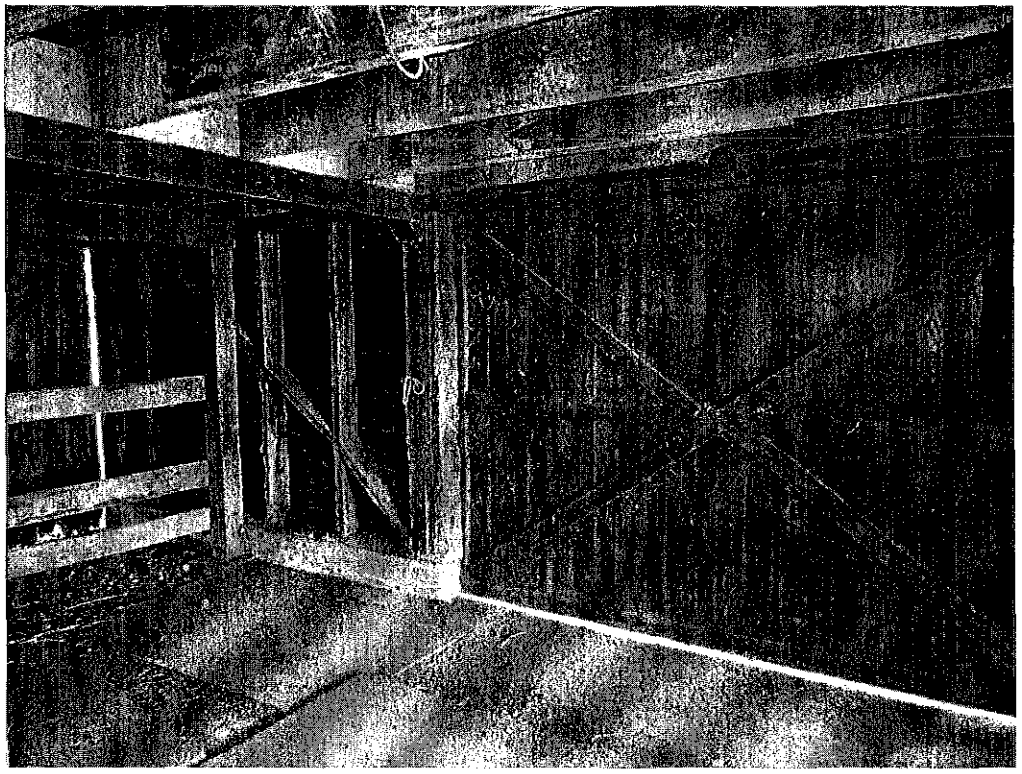

Figure 9. Large barn lower floor interior. Bats roosting from rafters and other features.

Figure 10. Large barn lower floor interior. Bats using gaps between rafters and skip-sheathing, corrugated metal gaps at tops of walls, crevices in paired beams (arrows).

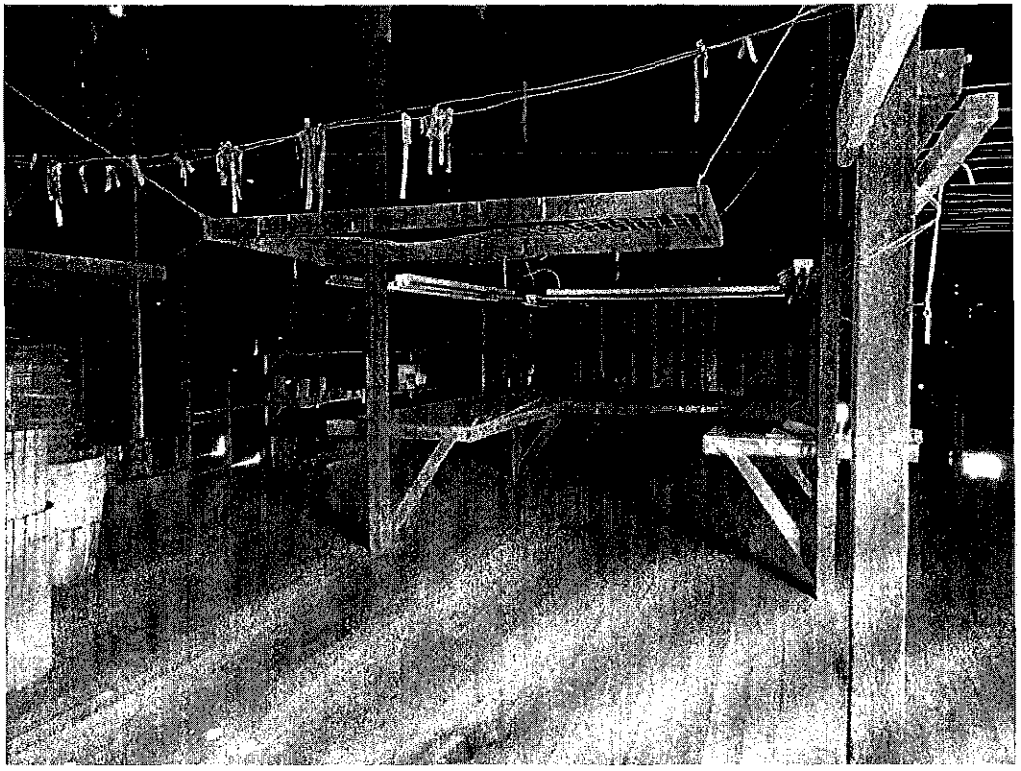

Figure 11. Large barn lower floor interior. Bats using gaps between rafters and skip-sheathing, corrugated metal gaps at tops of walls, crevices in paired beams (arrows).

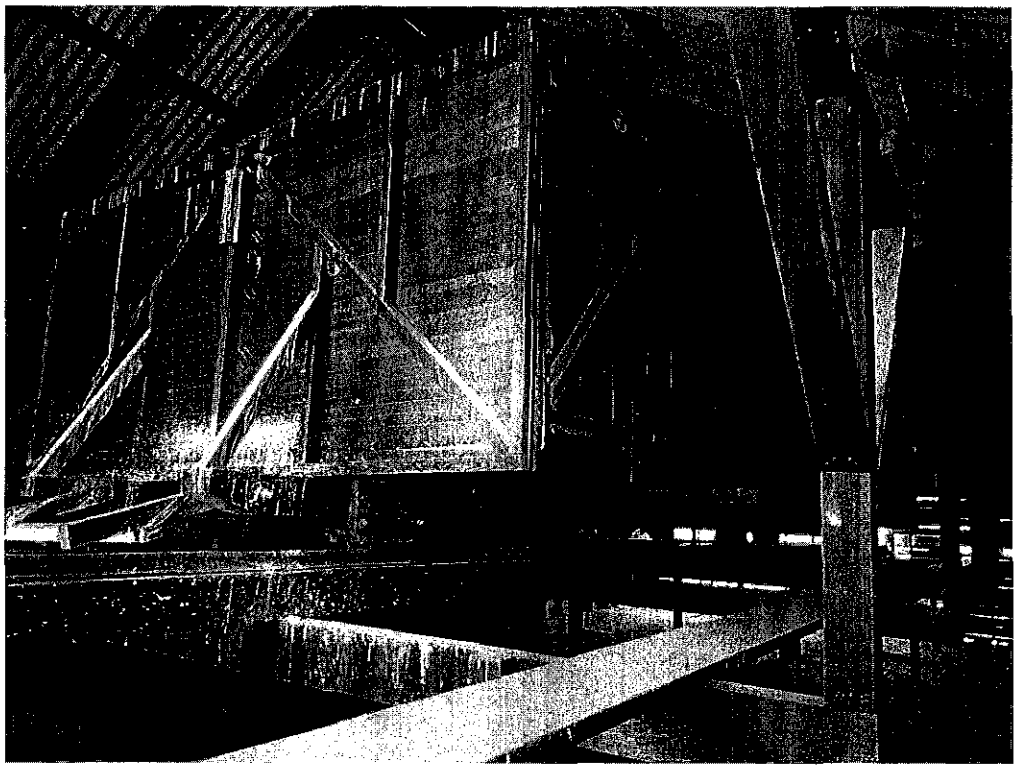

Figure 12. Large barn upper floor loft. Bats roosting inside hop cars and underneath, in crevices formed by framework (arrows).

Figure 13. Large barn upper floor loft. Large accumulation of fecal matter beneath crevice roosts in frames of hop cars. Evidence suggests long-term maternity roost site.

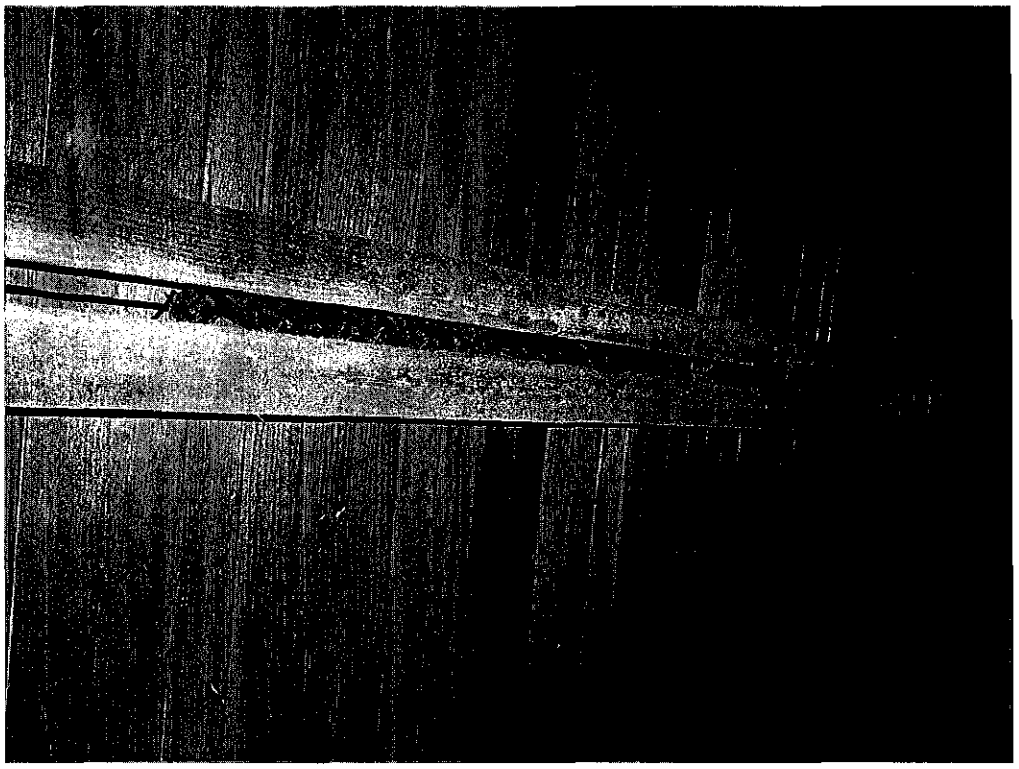

Figure 14. Large barn upper floor loft – view into hop car framework wood crevice roost site.

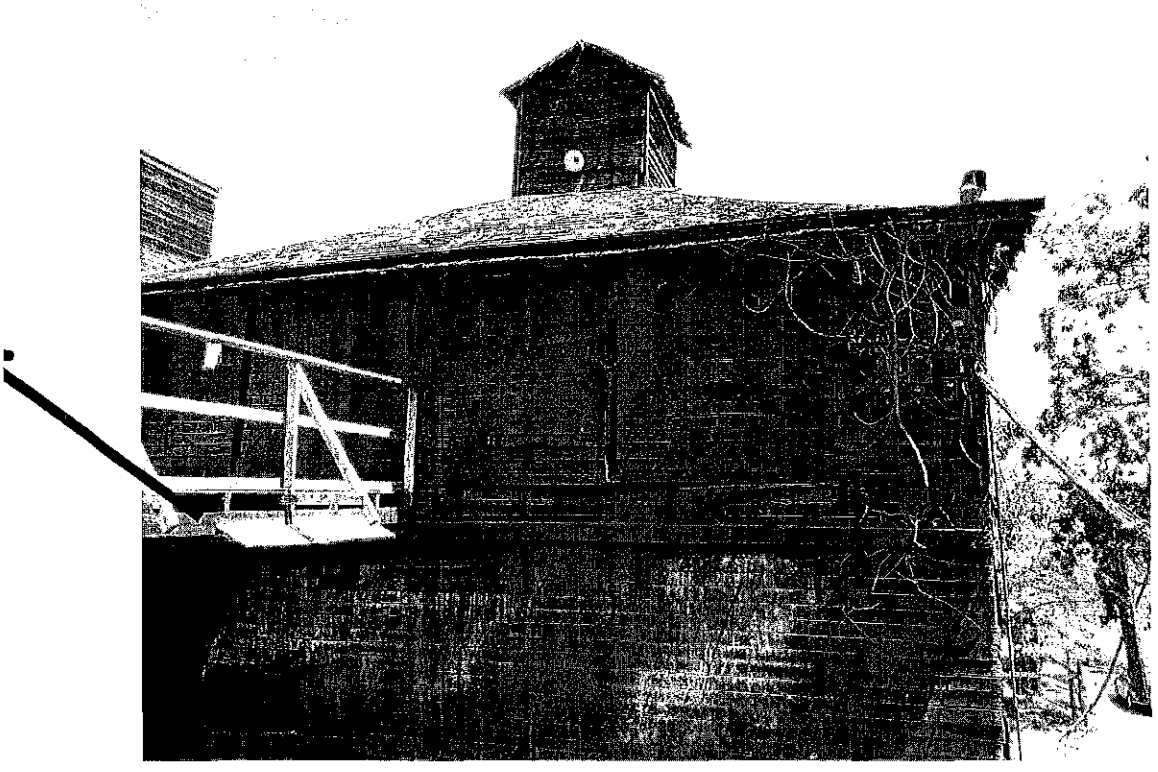

Figure 15. North hop barn. Arrows depict areas to remove during partial dismantling to cause bats to abandon the roost (see text).

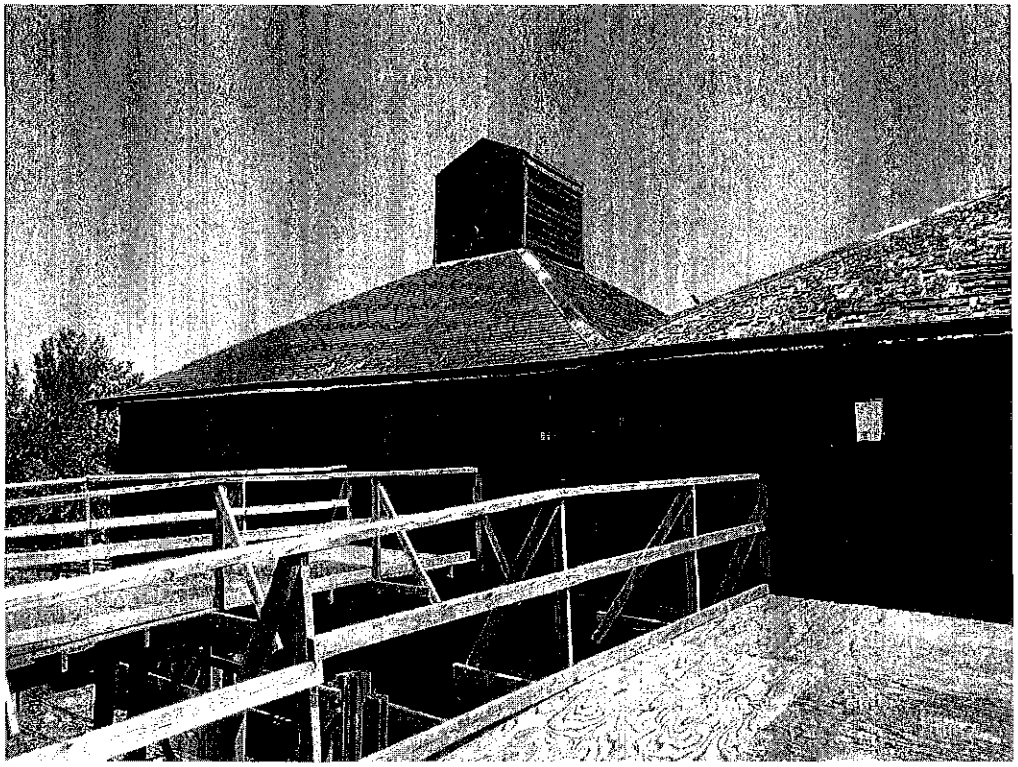

Figure 16. North hop barn. Arrows depict areas to remove during partial dismantling to cause bats to abandon the roost (see text).

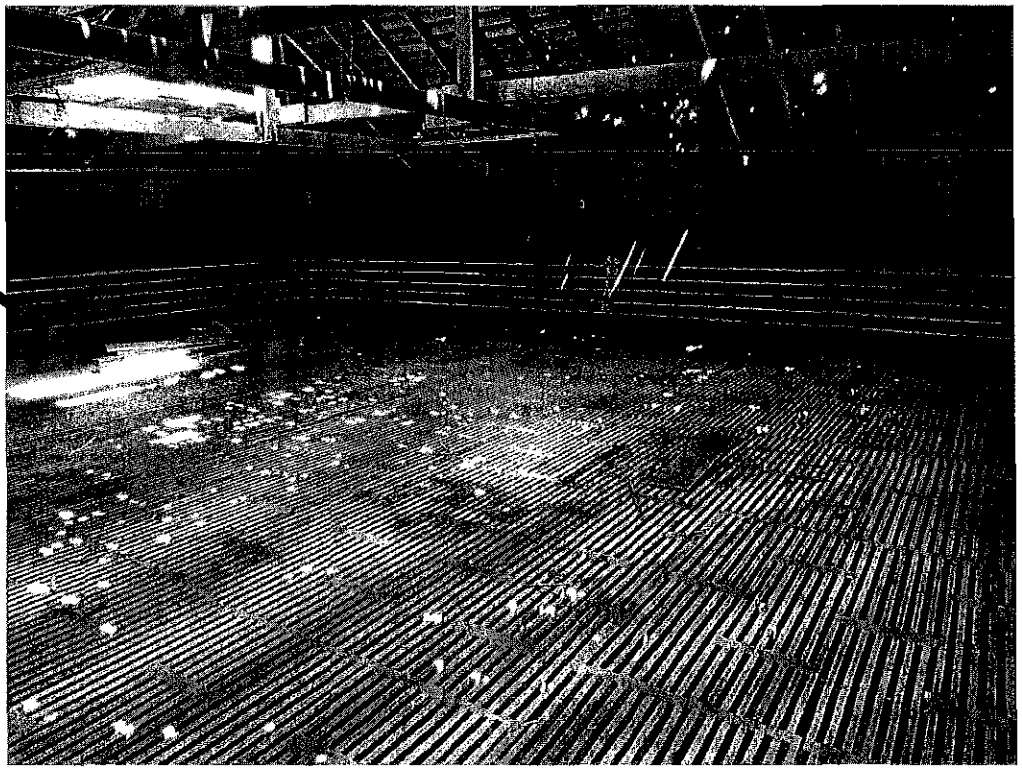

Figure 17. North hop barn loft area. Bats using skip-sheathing at roof, rafters, pulley against wall (arrow).

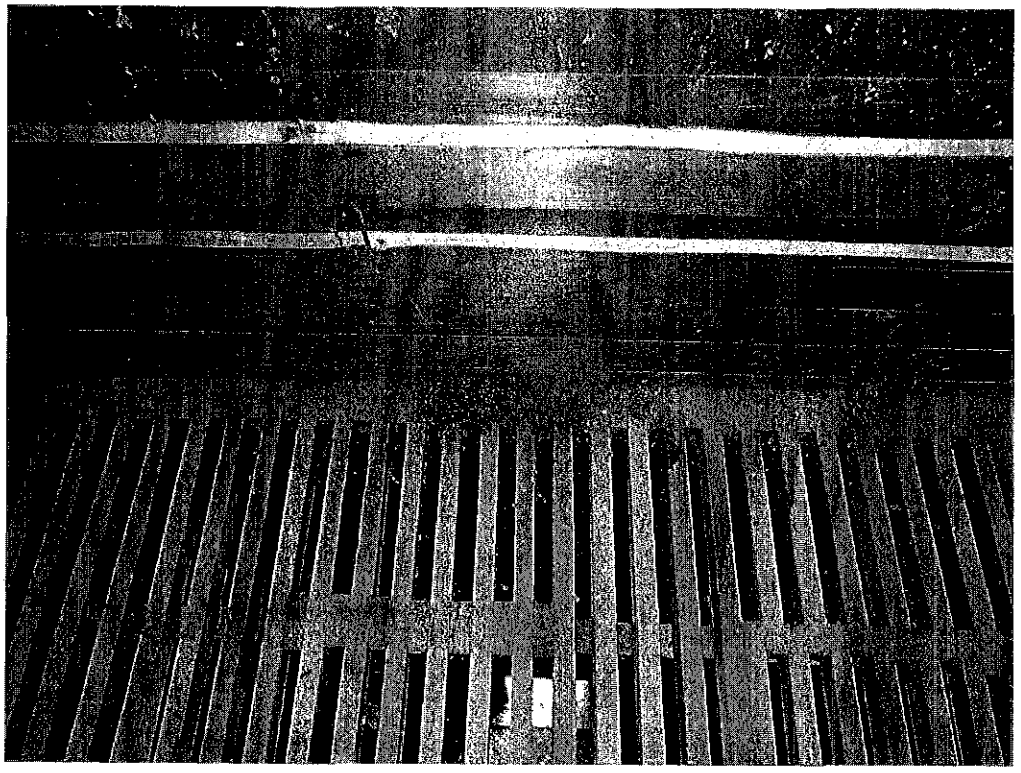

Figure 18. North hop barn loft area. Bat fecals beneath pulley hanging from wall (see Figure 11).

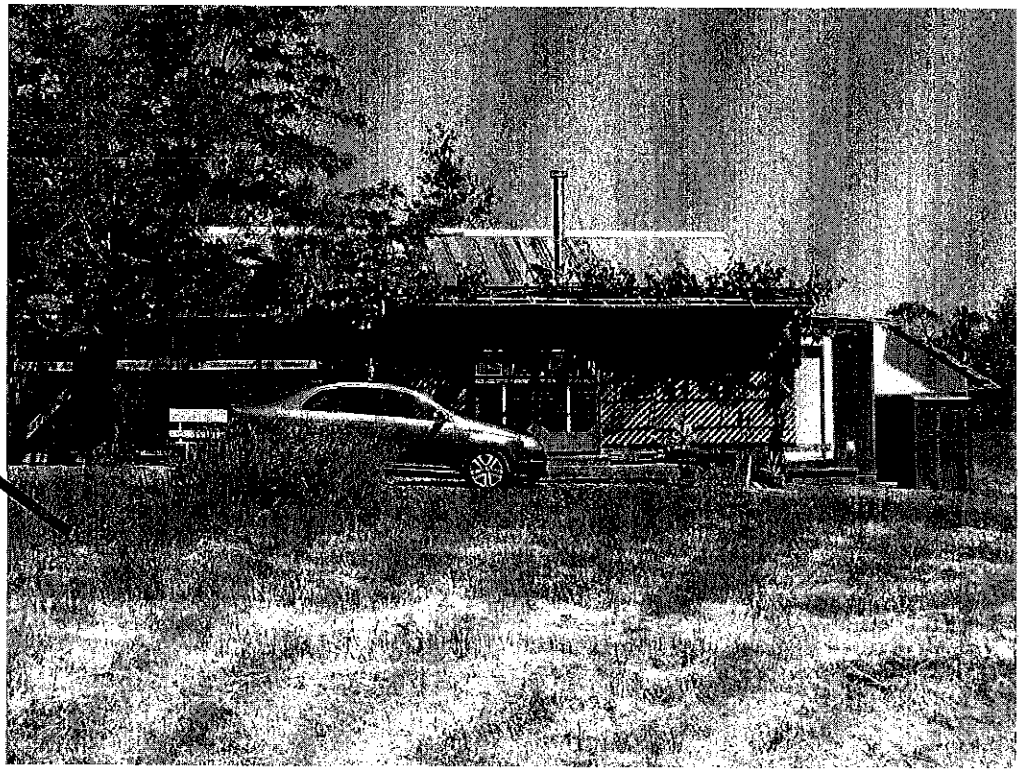

Figure 19. Residence. Arrows depict areas to remove during partial dismantling.

Figure 20. Residence. Arrows show active roost area and entry.

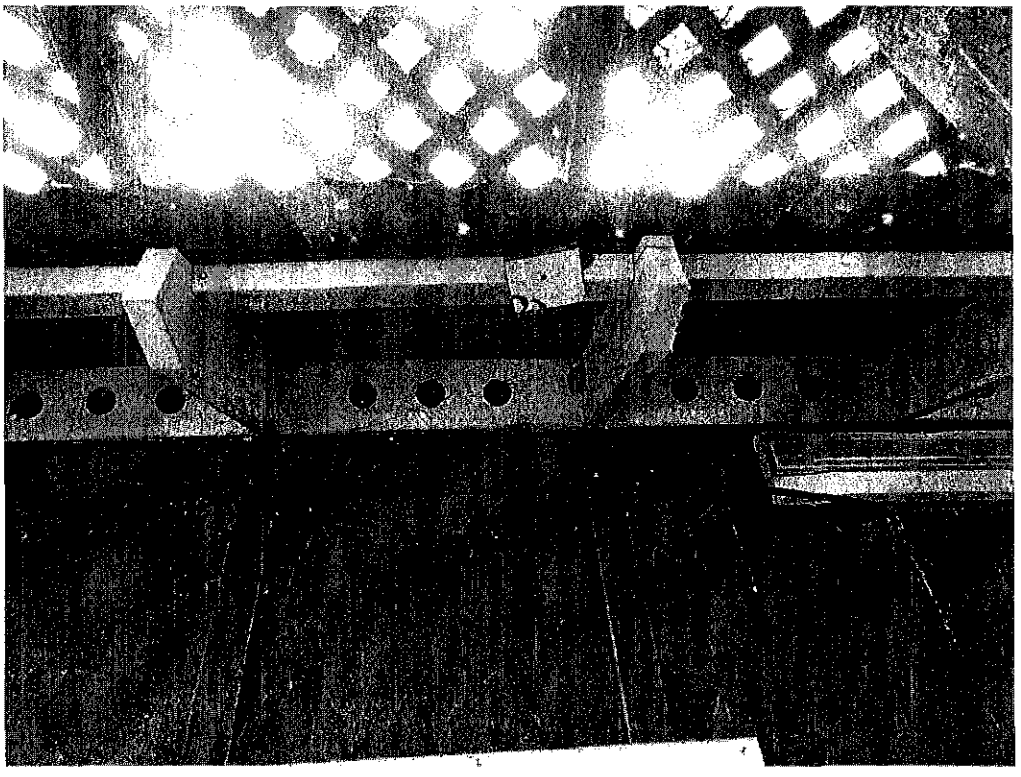

Figure 21. Residence. Rafter blocking potential roost entrances for bats.

Movement Corridors

Although 3.47 acres are proposed for development no impacts to movement corridors for wildlife will occur. The drainages on the east side will not be developed, nor will the coast live oak woodland. Although the winery building on the west side of the proposed project area extends to the property line on both sides there is suitable undeveloped areas for wildlife to move around the building. The proposed winery would not be a barrier to movement, and animals can move around the structures at night. Thus, no impediment to movement corridors will occur from the proposed project. After the project is built, no peripheral barriers, such as fencing, will be installed.

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APPENDIX A: FEDERAL, STATE AND LOCAL PLANS, POLICIES, REGULATIONS AND ORDINANCES

Federal Endangered Species Act - U.S. Fish and Wildlife Service
Pursuant to ESA, the U.S. Fish and Wildlife Service (USFWS) has regulatory authority over federally listed species. Under ESA, a permit to "take" a listed species is required for any federal action that may harm an individual of that species. Take is defined under Section 9 of ESA as "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct." Under federal regulation, take is further defined to include habitat modification or degradation where it would be expected to result in death or injury to listed wildlife by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering. Section 7 of ESA requires all federal agencies to consult with USFWS to ensure that their actions are not likely to "jeopardize the continued existence" of any listed species or "result in the destruction or adverse modification" of designated critical habitat. No federal approvals or other actions are anticipated as being required to implement the project at this time. Therefore, consultation under Section 7 of ESA is not expected. However, if USACE determines that wetlands and/or other waters of the United States on the project site are subject to protection under Section 404 of the CWA, or any other federal action becomes necessary, consultation under Section 7 of ESA would be required.

For projects where federal action is not involved and take of a listed species may occur, the project proponent may seek to obtain a permit for incidental take under Section 10(a) of ESA. Section 10(a) of ESA allows USFWS to permit the incidental take of listed species if such take is accompanied by a habitat conservation plan (HCP) that includes components to minimize and mitigate impacts associated with the take. The permit is known as an incidental take permit. The project proponent must obtain a permit before conducting any otherwise-lawful activities that would result in the incidental take of a federally listed species.

Sections 404 and 401 of the Clean Water Act - U.S. Army Corps of Engineers
USACE regulates the discharge of dredged or fill material into waters of the United States under Section 404 of the CWA. Waters of the United States are defined as waters where use, degradation, or destruction could affect interstate or foreign commerce, tributaries to any of these waters, and wetlands that meet any of these criteria or that are somehow connected to any of these waters or their tributaries. Wetlands are defined as areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted to life in saturated soil conditions. Wetlands falling under USACE jurisdiction must demonstrate the presence of three specific wetland parameters: hydric soils, hydrophytic vegetation, and sufficient wetland hydrology. Generally, wetlands include swamps, marshes, bogs, and similar areas. Lakes, rivers, and streams are defined as "other waters." Jurisdictional limits of these features are typically noted by the ordinary high-water mark (OHWM). The OHWM is the line on the shore or bank that is established by the fluctuations of water and indicated by physical characteristics, such as a clear, natural line impressed on the bank, shelving, changes in soils, lack of woody or terrestrial vegetation, the presence of litter or debris, or other characteristics of the surrounding areas.

Isolated ponds or seasonal depressions had been previously regulated as waters of the United States. However, in Solid Waste Agency of Northwestern Cook County (SWANCC) v. United States Army Corps of Engineers et al. (January 8, 2001), the U.S. Supreme Court ruled that certain "isolated" wetlands (e.g., nonnavigable, isolated, and intrastate) do not fall under the jurisdiction of the CWA and are no longer under USACE jurisdiction (although isolated wetlands are regulated by the State of California under the Porter-Cologne Water Quality Control Act—see discussion below). Some circuit courts (e.g., U.S. v. Deaton, 2003; U.S. v. Rapanos, 2003; Northern California River Watch v. City of Healdsburg, 2006), however, have ruled that the SWANCC opinion does not prevent CWA jurisdiction if a "significant nexus" such as a hydrologic connection exists, whether it be human-made (e.g., roadside ditch) or natural tributary to navigable waters, or direct seepage from the wetland to the navigable water, a surface or underground hydraulic connection, an ecological connection (e.g., the same bird, mammal, and fish populations are supported by both the wetland

and the navigable water), and changes to chemical concentrations in the navigable water due to water from the wetland.

Section 404 prohibits the discharge of dredged or fill material into waters of the United States (including wetlands) without a permit from USACE. With respect to the proposed project, the discharge of dredged or fill material includes the following activities:

- placement of fill that is necessary for the construction of any structure or infrastructure in a water of the United States;
- the building of any structure, infrastructure, or impoundment requiring rock, sand, dirt, or other material for its construction;
- site-development fills for recreational, industrial, commercial, residential, or other uses; and
- construction of causeways or road fills.

The regulations and policies of USACE, the U.S. Environmental Protection Agency (EPA), and USFWS mandate that the filling of wetlands be avoided unless it can be demonstrated that no practicable alternatives (to filling wetlands) exist. If the placement of fill into waters of the U.S., including wetlands, meets certain criteria the project be permitted under one of the Nation Wide Permits (NWP), which is an expedited permit process.

Section 401 of the CWA requires an applicant for any federal permit that may result in a discharge into waters of the United States to obtain a certification from the state that the discharge will comply with provisions of the CWA. The regional water quality control boards (RWQCBs) administer this program. Any condition of water quality certification would be incorporated into the USACE permit. The state has a policy of no net loss of wetlands and typically requires mitigation for impacts on wetlands before it will issue a water quality certification.

California Endangered Species Act (CESA)

The California Endangered Species Act (CESA) (FGC §§ 2050–2116) is administered by the California Department of Fish and Wildlife. The CESA prohibits the "taking" of listed species except as otherwise provided in state law. The CESA includes FGC Sections 2050–2116, and policy of the state to conserve, protect, restore, and enhance any endangered species or any threatened species and its habitat. The CESA requires mitigation measures or alternatives to a proposed project to address impacts to any State listed endangered, threatened or candidate species, or if a project would jeopardize the continued existence of any endangered or threatened species or result in the destruction or adverse modification of habitat essential to the continued existence of those species, if there are reasonable and prudent alternatives available consistent with conserving the species or its habitat which would prevent jeopardy. Section 86 of the FGC defines take as "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." Unlike the ESA, CESA applies the take prohibitions to species under petition for listing (state candidates) in addition to listed species. Section 2081 of the FGC expressly allows DFG to authorize the incidental take of endangered, threatened, and candidate species if all of the following conditions are met:

- The take is incidental to an otherwise lawful activity.
- The impacts of the authorized take are minimized and fully mitigated.
- Issuance of the permit will not jeopardize the continued existence of the species.
- The permit is consistent with any regulations adopted in accordance with §§ 2112 and 2114 (legislature-funded recovery strategy pilot programs in the affected area).
- The applicant ensures that adequate funding is provided for implementing mitigation measures and monitoring compliance with these measures and their effectiveness.

The CESA provides that if a person obtains an incidental take permit under specified provisions of the ESA for species also listed under the CESA, no further authorization is necessary under CESA if the federal permit satisfies all the requirements of CESA and the person follows specified steps (FGC § 2080.1).

California Environmental Quality Act (CEQA)

CEQA is a California statute passed in 1970, shortly after the United States federal government passed NEPA, to institute a statewide policy of environmental protection. CEQA does not directly regulate land uses, but instead requires state and local agencies within California to follow a protocol of analysis and public disclosure of environmental impacts of proposed projects and adopt all feasible measures to mitigate those impacts.

The CEQA statute, California Public Resources Code § 21000 et seq., codifies a statewide policy of environmental protection. According to CEQA, all state and local agencies must give major consideration to environmental protection in regulating public and private activities, and should not approve projects for which there exist feasible and environmentally superior mitigation measures or alternatives.

Species Protection under California Department of Fish and Wildlife
The CDFW is established under the Fish and Game Code (FGC) (FGC § 700) and states that the fish and wildlife resources of the state are held in trust for the people of the state by and through CDFW (FGC § 711.7(a)). All licenses, permits, tag reservations and other entitlements for the take of fish and game authorized by FGC are prepared and issued by CDFW (FGC § 1050 (a)).

Provisions of the FGC provide special protection to certain enumerated species such as:

§ 3503 protects eggs and nests of all birds.
§ 3503.5 protects birds of prey and their nests.
§ 3511 lists fully protected birds.
§ 3513 protects all birds covered under the federal Migratory Bird Treaty Act.
§ 3800 defines nongame birds.
§ 4150 defines nongame mammals.
§ 4700 lists fully protected mammals.
§ 5050 lists fully protected amphibians and reptiles.
§ 5515 lists fully protected fish species.

In addition, the Native Plant Protection Act (NPPA), directs the CDFW to carry out the Legislature's intent to "preserve, protect and enhance rare and endangered plants in this State." As a result, the NPPA allows the California Fish and Game Commission to designate native plants as endangered or rare, and to require permits for collecting, transporting, or selling such plants.

California Native Plant Society (CNPS)
The California Native Plant Society (CNPS) is a statewide non-profit organization dedicated to the monitoring and protection of sensitive species in California. The CNPS publishes and maintains an Inventory of Rare and Endangered Vascular Plants of California, focusing on geographic distribution and qualitative characterization of rare, threatened, or endangered vascular plant species of California. The list serves as the candidate list for listing as threatened and endangered by the CDFG. The Inventory assigns plants to the following categories:

A. Presumed Extinct in California
B. Rare or endangered in California and elsewhere
Rare or endangered in California, more common elsewhere
Plants for which more information is needed
Plants of limited distribution.

Additional rarity, endangerment, and distribution codes are assigned to each taxa.

Plants on Lists 1A, 1B, and 2 of the CNPS Inventory consist of plants that may qualify for listing, and the Department recommends they be addressed in CEQA projects (CEQA Guidelines Section 15380). However, a plant need not be in the Inventory to be considered a rare, threatened, or endangered species under CEQA. In addition, the DFG recommends, and local governments may require, protection of plants which are regionally significant, such as locally rare species, disjunct populations of more common plants, or plants on the CNPS Lists 3 and 4.

Waters of the State - California Regional Water Quality Control Board
The term "Waters of the State" is defined by the Porter-Cologne Act as "any surface water or groundwater, including saline waters, within the boundaries of the state." The Regional Water Quality Control Board (RWQCB) protects all waters in its regulatory scope, but has special responsibility for wetlands, riparian areas, and headwaters. These waterbodies have high resource value, are vulnerable to filling, and are not systematically protected by other programs. RWQCB jurisdiction includes "isolated" wetlands and waters that may not be regulated by the USACE under Section 404. "Waters of the State" are regulated by the RWQCB under the State Water Quality Certification Program which regulates discharges of fill and dredged material under Section 401 of the Clean Water Act and the Porter-Cologne Water Quality Control Act. Projects that require a USACE permit, or fall under other federal jurisdiction, and have the potential to impact "Waters of the State," are required to comply with the terms of the Water Quality Certification determination.

If a proposed project does not require a federal permit, but does involve dredge or fill activities that may result in a discharge to "Waters of the State," the RWQCB has the option to regulate the dredge and fill activities under its state authority in the form of Waste Discharge Requirements.

Streams, Lakes, and Riparian Habitat - California Department of Fish and Game
Streams and lakes, as habitat for fish and wildlife species, are subject to jurisdiction by CDFG under Sections 1600-1616 of the State Fish and Game Code. Alterations to or work within or adjacent to streambeds or lakes generally require a 1602 Lake and Streambed Alteration Agreement. The term stream, which includes creeks and rivers, is defined in the California Code of Regulations (CCR) as follows: "a body of water that flows at least periodically or intermittently through a bed or channel having banks and supports fish or other aquatic life. This includes watercourses having a surface or subsurface flow that supports or has supported riparian vegetation" (14 CCR 1.72). In addition, the term stream can include ephemeral streams, dry washes, watercourses with subsurface flows, canals, aqueducts, irrigation ditches, and other means of water conveyance if they support aquatic life, riparian vegetation, or stream-dependent terrestrial wildlife (CDFG ESD 1994). Riparian is defined as, "on, or pertaining to, the banks of a stream;" therefore, riparian vegetation is defined as, "vegetation which occurs in and/or adjacent to a stream and is dependent on, and occurs because of, the stream itself" (CDFG ESD 1994). Removal of riparian vegetation also requires a Section 1602 Lake and Streambed Alteration Agreement from CDFG.

Native Tree Protection and Preservation - Sonoma County
Pursuant to the Sonoma County Native Tree Protection and Preservation Ordinance, Chapters 25 and 26 of the Sonoma County Zoning Regulations, the County requires that projects shall be designed to minimize the destruction of protected trees.. Trees protected include the following: Big Leaf Maple (*Acer macrophyllum*), Black Oak (*Quercus kelloggii)*, Blue Oak (*Quercus douglasii*), Coast Live Oak (*Quercus agrifolia*), Interior Live Oak (*Quercus wislizenii*), Madrone (*Arbutus menziesii*), Oracle Oak (*Quercus morehus*), Oregon Oak (*Quercus garryana*), Redwood (*Sequoia sempervirens*), Valley Oak (*Quercus lobata*), California Bay (*Umbellularia californica*), and their hybrids.

With development permits a site plan shall be submitted that depicts the location of all protected trees greater than nine inches (9") and their protected perimeters in areas that will be impacted by the proposed development, such as the building envelopes, access roads, leachfields, etc. Lot line adjustments, zoning permits and agricultural uses are exempt from this requirement. The provisions of this section shall not apply to trees which are the subject of a valid timber harvesting permit approved by the state of California. This section shall not be applied in a manner that would reduce allowable density lower than that permitted as a result of CEQA or by other county ordinances or render a property undevelopable. To achieve this end, adjustments may be made.

Replacement trees may be located on residentially zoned parcels of at least one and one-half acres and on any commercial or industrial zoned parcel, regardless of size, where feasible. Where infeasible, they may be

located on public lands or maintained private open space. In-lieu fees may be used to acquire and protect stands of native trees in preserves or place trees on public lands.

Permits to remove trees will take into account the environmental effects of removal, possible alternatives to removal, and whether preservation unreasonably interferes with development of the parcel. Required mitigation may include:

1. establishment and maintenance of replacement trees;
2. a detailed mitigation management plan;
3. removal of invasive exotics; and
4. posting of a bond to cover the cost of an inspection to ensure the success of measures
5. described above.

Appendix B: Potentially Occurring Special-Status Plant Species in the Study Area

Scientific Name Common Name	Status USFWS/ CDFW/ CNPS list	Habitat Affinities and Blooming Period/Life Form	Potential for Occurrence
Alopecurus aequalis var. *sonomensis* Sonoma alopecurus	FE/-/1B	Freshwater marshes and swamps, riparian scrub. May-July. Elevation: 5-365m.	None. No habitat present in study area.
Amorpha californica var. *napensis* Napa false indigo	-/-/1B	Broadleafed upland forest (openings), chaparral, cismontane woodland. Blooms April-July. Elevation: 120-2000m.	None. No habitat present in study area.
Arctostaphylos bakeri ssp. *bakeri* Baker's manzanita	-/CR/1B	Broadleafed upland forest, chaparral often on serpentinite. Blooms February to April. Elevation: 75-300m.	None. No habitat present in study area.
Arctostaphylos bakeri ssp. *sublevis* The Cedars manzanita	-/CR/1B	Closed-cone coniferous forest, chaparral, often on serpentine. Blooms February to April.	None. No habitat present in study area.
Arctostaphylos densiflora Vine Hill manzanita	-/CE/1B	Chaparral on acid marine sand. February-April. Elevation: 50-120m.	None. No habitat present in study area.
Arctostaphylos hispidula Howell's mananita	-/-/1B	Chaparral on serpentinite or sandstone. Blooms March to April. Elevation: 120-1250m.	None. No habitat present in study area.
Arctostaphylos stanfordiana ssp. *decumbens* Rincon Ridge manzanita	-/-/1B	Chaparral on rhyolitic soils and cismontane woodland. Blooms February to April (sometimes May). Elevation: 75-370m.	None. No habitat present in study area.
Blennosperma bakeri Sonoma sunshine	FE/CE/1B	Valley and foothill grassland (mesic), vernal pools. Blooms March to May. Elevation: 10-110m.	None. Not observed during surveys. Typical habitat not present in study area.
Brodiaea leptandra Narrow-anthered brodiaea	-/-/1B	Broadleafed upland forest, chaparral, cismontane woodland, lower montane coniferous forest, valley and foothill grassland on volcanic soils. Blooms May to July. Elevation: 110-915m.	None. Typical habitat present in study area. Not observed during surveys.
Calamagrostis bolanderi Bolander's reed grass	-/-/4	Bogs and fens, broadleafed upland forest, closed-cone coniferous forest, coastal scrub, meadows and seeps, freshwater marshes and swamps, North Coast coniferous forest on mesic sites. May-August. Elevation: 0-455m.	None. No habitat present in study area. Not observed during surveys.

Scientific Name Common Name	Status USFWS/ CDFW/ CNPS list	Habitat Affinities and Blooming Period/Life Form	Potential for Occurrence
Calamagrostis crassiglumis Thurber's reed grass	-/-/2B	Coastal scrub (mesic), freshwater marshes and swamps. Blooms April to July. Elevation: 90-1065m.	None. No habitat present in study area. Not observed during surveys.
Campanula californica Swamp harebell	-/-/1B	Bogs and fens, closed-cone coniferous forest, coastal prairie, meadows and seeps, freshwater marshes and swamps, North Coast coniferous forest. June-October. Elevation: 1-405m.	None. No habitat present in study area.
Carex comosa Bristly sedge	-/-/2B	Coastal prairie, marshes and swamps, lake margins, mesic sites in grasslands. Blooms May to Sept.	None. No habitat present in study area.
Castilleja ambigua var. *ambigua* Johnny-nip	-/-/4	Coastal bluff scrub, coastal prairie, coastal scrub, marshes and swamps, valley and foothill grassland, margins of vernal pools. Blooms March to August. Elevation 0-435m.	None. Typical habitat not present in study area. Not observed during surveys.
Castilleja uliginosa Pitkin Marsh paintbrush	-/CE/1A	Freshwater marshes and swamps. June-July. Elevation: 60m.	None. No habitat present in study area.
Ceanothus confusus Rincon Ridge ceanothus	-/-/1B	Closed-cone coniferous forest, chaparral, cismontane woodland on volcanic or serpentinite. Blooms February to June. Elevation: 75-1065m.	None. No habitat present in study area..
Ceanothus foliosus var. *vineatus* Vine Hill ceanothus	-/-/1B	Chaparral. March-May. Elevation: 45-305m.	None. No habitat present in study area.
Ceanothus gloriosus var. *exaltatus* Glory brush	-/-/4	Chaparral. Blooms March to August. Elevation: 30-610m.	None. No habitat present in study area.
Ceanothus purpureus Holly-leaved ceanothus	-/-/1B	Chaparral and cismontane woodland with rocky, volcanic substrate. Blooms February to June. Elevation: 120-640m.	None. No habitat present in study area.
Centromadia parryi ssp. *parry* Pappose tarplant	-/-/1B	Chaparral, coastal prairie, meadows and seeps, coastal marshes and swamps, valley and foothill grassland on vernally mesic, often alkaline sites. May-November. Elevation: 2-420m.	None. Typical habitat not present in study area. Not observed during surveys.
Chorizanthe valida Sonoma spineflower	FE/CE/1B	Coastal prairie on sandy soils. Blooms June to August. Elevation: 10-305m.	None. No habitat present in study area.

Scientific Name Common Name	Status USFWS/ CDFW/ CNPS list	Habitat Affinities and Blooming Period/Life Form	Potential for Occurrence
Clarkia imbricata Vine Hill clarkia	FE/CE/1B	Chaparral, valley and foothill grassland on acidic sandy loam soils. June-August. Elevation: 50-75m.	None. No habitat in study area.
Cordylanthus tenuis ssp. *brunneus* Serpentine bird's-beak	-/-/4	Closed-cone coniferous forest, chaparral, cismontane woodland on serpentinite. Blooms July to August. Elevation: 475-915m.	None. No habitat present in study area.
Cordylanthus tenuis ssp. *capillaris*	FE/CR/1B	Closed-cone coniferous forest, chaparral on serpentinite. June-September. Elevation: 45-305m.	None. No habitat in study area.
Cuscuta obtusiflora var. *glandulosa*	-/-/2B	Freshwater marshes and swamps. July-October. Elevation: 15-280m.	None. No habitat in study area.
Delphinium bakeri Baker's larkspur	FE/CE/1B	Broadleafed upland forest, coastal scrub, valley and foothill grassland, on decomposed shale, often mesic. Blooms March to May. Elevation: 80-305m.	None. Typical habitat not present in study area. Not observed during surveys.
Delphinium luteum Golden larkspur	FE/CR/1B	Chaparral, coastal prairie, coastal scrub on rocky soils. March-May. Elevation: 0-100m.	None. Not observed during surveys. Habitat not present on site.
Downingia pusilla Dwarf downingia	-/-/2B	Valley and foothill grassland (mesic), vernal pools. Blooms March to May. Elevation: 1-445m.	None. Not observed during surveys. Typical habitat not present in study area.
Erigeron biolettii Streamside daisy	-/-/3	Broadleafed upland forest, cismontane woodland, North Coast coniferous forest on rocky and mesic sites. Blooms June-October. Elevation 30-1100m.	None. No habitat present in study area.
Erigeron greenei Greene's narrow-leaved daisy	-/-/1B	Chaparral on serpentinite or volcanic soils. Blooms May to September. Elevation: 80-1005m.	None. No habitat present in study area.
Erigerion serpentinus Serpentine daisy	-/-/1B	Chaparral on serpentine and seeps. May-August. Elevation: 60-670m.	None. No habitat in study area.
Eriophorum gracile Slender cottongrass	-/-/4	Bogs and fens, meadows and seeps, upper montane coniferous forest on acidic soils. Blooms May to September. Elevation: 1280-2900m.	None. No habitat in study area.

Scientific Name Common Name	Status USFWS/ CDFW/ CNPS list	Habitat Affinities and Blooming Period/Life Form	Potential for Occurrence
Fritillaria liliacea Fragrant fritillary	-/-/1B	Cismontane woodland, coastal prairie, coastal scrub, valley and foothill grassland often on serpentinite. Blooms February to April. Elevation: 3-410m.	None. Not observed during surveys. Typical habitat not present in study area.
Gilia capitata ssp. *tomentosa* Woolly-headed gilia	-/-/1B	Coastal bluff scrub, valley and foothill grassland on serpentinite or rocky soils or outcrops. Blooms May to July. Elevation: 10-220m.	None. Not observed during surveys. Typical habitat not present in study area.
Hemizonia congesta ssp. *congesta* White seaside tarplant	-/-/1B	Valley and foothill grassland sometimes on roadsides. Blooms April to November. Elevation: 20-560m.	None. Not observed during surveys. No species of *Hemizonia* were observed in the study area.
Horkelia tenuiloba Thin-leaved horkelia	-/-/1B	Broadleafed upland forest, chaparral, valley and foothill grassland in mesic openings and on sandy soils. Blooms May to July. Elevation: 50-500m.	None. Not observed during surveys. No habitat present in study area.
Hosackia gracilis Harlequin lotus	-/-/4	Broadleafed upland forest, coastal bluff scrub, closed-cone coniferous forest, cismontane woodland, coastal prairie, coastal scrub, meadows and seeps, marshes and swamps, North Coast coniferous forest, valley and foothill grassland/wetlands, roadsides. Blooms March to July. Elevation: 0-700m.	None. Not observed during surveys. Typical habitat not present in study area.
Lasthenia burkei Burke's goldfields	FE/CE/1B	Meadows and seeps (mesic), vernal pools. April-June. Elevation: 15-600m.	None. Not observed during surveys. No habitat present in study area.
Lasthenia californica ssp. *bakeri* Baker's goldfields	-/-/1B	Closed-cone coniferous forest (openings), coastal scrub, meadows and seeps, marshes and swamps. April-October. Elevation: 60-520m.	None. Not observed during surveys. No habitat present in study area.
Legenere limosa Legenere	-/-/1B	Vernal pools. Blooms April-June. Elevation: 1-880m.	None. Not observed during surveys. No habitat present in study area.
Leptosiphon jepsonii Jepson's leptosiphon	-/-/1B	Chaparral, cismontane woodland, usually volcanic. Blooms March to May. Elevation: 100-500m.	None. Not observed during surveys. No habitat present in study area.

Scientific Name Common Name	Status USFWS/ CDFW/ CNPS list	Habitat Affinities and Blooming Period/Life Form	Potential for Occurrence
Lessingia arachnoidea Crystal Springs Lessingia	-/-/1B	Cismontane woodland, coastal scrub, valley and foothill grassland. Blooms July to October.	None. Not observed during surveys. Typical habitat not present in study area.
Lessingia hololeuca Woolly-headed Lessingia	-/-/3	Broadleafed upland forest, coastal scrub, lower montane coniferous forest, valley and foothill grassland. Blooms June to October. Elevation: 15-305m.	None. Not observed during surveys. Typical habitat not present in study area.
Lilium pardalinum ssp. *pitkinense* Pitkin Marsh lily	FE/CE/1B	Cismontane woodland, meadows and seeps, freshwater marshes and swamps, in mesic and sandy soils. June-July. Elevation: 35-65m.	None. No habitat present in study area.
Limnanthes vinculans Sebastopol meadowfoam	FE/CE/1B	Meadows and seeps, valley and foothill grassland, vernal pools/vernally mesic. April-May. Elevation: 15-305m.	None. Not observed during surveys. No habitat present in study area.
Microseris paludosa Marsh microseris	-/-/1B	Closed-cone coniferous forest, cismontane woodland, coastal scrub, valley and foothill grassland. April-June (sometimes July). Elevation: 5-300m.	None. Not observed during surveys. Typical habitat not present in study area.
Navarretia leucocephala ssp. *bakeri* Baker's navarretia	-/-/1B	Cismontane woodland, lower montane coniferous forest, meadows and seeps, valley and foothill grassland, vernal pools/mesic. Blooms April to July. Elevation: 5-1740m.	None. Not observed during surveys. Typical habitat not present in study area.
Navarretia leucocephala ssp. *plieantha* Many flowered navarretia	FE/-/1B	Volcanic ash flow vernal pools. Blooms May to June. Elevation: 30-950 m.	None. Not observed during surveys. No habitat present in study area.
Pleuropogon hooverianus North Coast semaphore grass	-/CT/1B	Broadleafed upland forest, meadows and seeps, North Coast coniferous forest. Blooms April to June. Elevation: 10-671m.	None. Not observed during surveys. No habitat present in study area.
Ranunculus lobbii Lobb's aquatic buttercup	-/-/4	Cismontane woodland, North Coast coniferous forest, valley and foothill grassland and vernal pools in mesic sites. Blooms February to May. Elevation: 15-470m.	None. Not observed during surveys. No habitat present in study area.
Rhynchospora alba White beaked-rush	-/-/2B	Bogs and fens, meadows and seeps, freshwater marshes and swamps. July-August. Elevation: 60-2040m.	None. Not observed during surveys. Typical habitat not present in study area.

Scientific Name Common Name	Status USFWS/ CDFW/ CNPS list	Habitat Affinities and Blooming Period/Life Form	Potential for Occurrence
Rhynchospora californica California beaked-rush	-/-/1B	Bogs and fens, lower montane coniferous forest, meadows and seeps, freshwater marshes and swamps. May-July. Elevation: 45-1010m.	None. Not observed during surveys. Habitat not present in study area.
Rhynchospora capitellata Brownish beaked-rush	-/-/2B	Lower montane coniferous forest, meadows and seps, marshes and swamps, upper montane coniferous forest/mesic. July-August. Elevation: 45-2000m.	None. Not observed during surveys. Habitat not present in study area.
Rhynchospora globularis Round-headed beaked-rush	-/-/2B	Freshwater marshes and swamps. Blooms July to August. Elevation: 45-60m.	None. No habitat present in study area.
Trifolium amoenum Showy Rancheria clover	FE/-/1B	Coastal bluff scrub, valley and foothill grassland, sometimes on serpentinite. Blooms April to June. Elevation: 5-415m.	None. No habitat present in study area.
Trifolium hydrophilum Saline clover	-/-/1B	Marshes and swamps, valley and foothill grassland (mesic, alkaline), vernal pools. April-June. Elevation: 0-300m.	None. Not observed during surveys. Typical habitat not present in study area.
Viburnum ellipticum Oval-leaved viburnum	-/-/2B	Chaparral, cismontane woodland, lower montane coniferous forest. Blooms May to June. Elevation: 215-1400m.	None. Not observed during surveys. No habitat present in study area.
Usnea longissima Long-beard lichen	-/-/4	Broadleafed upland forest, North Coast coniferous forest on tree branches; usually on old growth hardwoods and conifers. Elevation: 50-1460m.	None. Suitable habitat not present on site. Not observed during surveys.
Special Status Vegetation Communities			
SPECIAL NATURAL COMMUNITIES			
Coastal and Valley Freshwater Marsh			None
Northern Hard Pan Vernal Pool			
Northern Vernal Pool			None

NOTES:

U.S. FISH AND WILDLIFE SERVICE

FE = federally listed Endangered

FT = federally listed Threatened

CALIFORNIA DEPT. OF FISH AND WILDLIFE

CE = California listed Endangered
CR = California listed as Rare
CT = California listed as Threatened

CALIFORNIA NATIVE PLANT SOCIETY -

List 1: Plants of highest priority
List 1A: Plants presumed extinct in California
List 1B: Plants rare and endangered in California and elsewhere
List 2: Plants rare and endangered in California but more common elsewhere
List 3: Plants about which additional data are needed

Appendix C: Potentially Occurring Special-Status Animal Species in the Project Area

Common Name Scientific Name	Status USFWS/ CDFW	Habitat Affinities and Reported Localities in the Project Area	Occurrence for Potential
Invertebrates			
Giuliani's dubiraphian riffle beetle *Dubiraphia giulianii*	-/CSC	Inhabits exposed, wave-washed willow roots in the slow flows of the Russian River.	None: no suitable habitat.
California linderiella *Linderiella occidentalis*	-/CSC	Seasonal pools in unplowed grasslands with old alluvial soils underlain by hardpan or in sandstone depressions.	None: no suitable habitat.
Fish			
Russian River tule perch *Hysterocarpus traskii pomo*	-/SSC	Occurs in low elevation streams of the Russian River. Requires clear, flowing water with abundant cover and deep (>1M) pool habitat.	None: no suitable habitat.
Navarro roach *Lavinia symmetricus navarroensis*	-/SSC	Habitat generalists, found in warm intermittent streams as well as cold, well-aerated streams.	None: no suitable habitat.
Coho salmon - Central California Coast ESU *Onchorhynchus kisutch*	FE/SE	Occurs from Punta Gorda, in northern California, to the San Lorenzo River, in Santa Cruz County, and includes coho salmon populations from several tributaries of San Francisco Bay (e.g., Corte Madera and Mill Valley Creek).	None: no suitable habitat.
steelhead - Central California Coast DPS *Onchorhynchus mykiss*	FT/SSC	Requires beds of loose, silt-free, coarse gravel for spawning. Also needs cover, cool water and sufficient dissolved oxygen. Species reported in Sonoma Creek (CNDDB 2012).	None: no suitable habitat.
Amphibians			
foothill yellow-legged frog *Rana boylii*	-/ SSC	Inhabits permanent, flowing stream courses with a cobble substrate and a mixture of open canopy riparian vegetation. Species reported more than 3 miles in distance from project site (CNDDB 2012).	None: no suitable habitat.
California red-legged frog *Rana draytonii*	FT/ SSC	Prefers semi-permanent and permanent stream pools, ponds and creeks with emergent and/or riparian vegetation. Occupies upland habitat especially during the wet winter months. Species reported more than 3 miles in distance from project site (CNDDB 2014).	**Low**: provides suitable habitat outside project area, but high predator load.
Reptiles			
western pond turtle *Emys marmorata marmorata*	-/ SSC	Prefers permanent, slow-moving creeks, streams, ponds, rivers, marshes and irrigation ditches with basking sites and a vegetated shoreline. Requires upland sites for egg-laying. Species reported more than 3 miles in distance from project site (CNDDB 2014).	**High**: pond on site provides suitable habitat.

Common Name Scientific Name	Status USFWS/ CDFW	Habitat Affinities and Reported Localities in the Project Area	Occurrence for Potential
Birds			
Cooper's hawk *Accipiter cooperi*	MB/ SSC	Nests primarily in deciduous riparian forests. May also occupy dense canopied forests from gray pine-oak woodland to ponderosa pine. Forages in open woodlands.	None: no suitable habitat.
sharp-shined hawk *Accipiter striatus*	MB/ SSC	Dense canopy pine or mixed conifer forest and riparian habitats. Water within one mile required.	None: no suitable habitat.
Great blue heron *Ardea herodius*	MB/ SSC	Nests colonially in large trees near water	None: no suitable habitat.
white-tailed kite *Elanus leucurus*	MB/CFP	Inhabits low rolling foothills and valley margins with scattered oaks and river bottom- lands or marshes adjacent to deciduous woodlands. Prefers open grasslands, meadows and marshes for foraging close to isolated, dense-topped trees for nesting and perching.	None: would have been detected during field surveys.
Osprey *Pandion haliaetus*	-/SSC	Nests in large trees within 15 miles of good fish-producing water body.	None: no suitable habitat.
black phoebe *Sayornis nigricans*	MB/-	Nests in anthropogenic structures on ledges. Nest made of mud pellets, dry grasses, weed stems, plant fibers and hair.	**Observed on-site.**
Mammals*			
Pallid bat *Antrozous pallidus*	-/SSC, WBWG:H	Day roosts in crevices and cavities in rock outcrops, mines, caves, buildings, bridges, properly-designed bat houses, as well as hollows and cavities in a wide variety of tree species. May roost alone, in small groups (2 to 20 bats), or in 100s in maternity roosts, with males and non-reproductive subadults in other, smaller roosts. High reliance on oak woodland habitat in many portions of its range in California, but uses a wide variety of vegetative habitat for foraging. Forages on larger prey taken on the ground or in the air, usually within 6-km of the day roost.	**High:** Suitable potential building habitat occurs on site.

Common Name Scientific Name	Status USFWS/ CDFW	Habitat Affinities and Reported Localities in the Project Area	Occurrence for Potential
Townsend's big-eared bat *Corynorhinus townsendii townsendii*	-/CPE, WBWG:H	Day roosts in cave analogs; mines, buildings, bridges, sometimes large tree hollows. Particularly sensitive to roost disturbance, this species has declined throughout its range in California; very few maternity roosts are known in California. Switches roosts seasonally, sometimes within each season. Females form maternity colonies, males roost singly, and all disperse widely after maternity season. During winter, roosts in cold, but non-freezing roosts, which may include man-made structures. Forages in a variety of habitats, consistently in riparian and stream corridors, avoiding open habitat. May commute relatively long distances to forage.	**Medium**: Suitable potential building habitat occurs on site, but currently less suitable due to disturbance levels.
Western red bat *Lasiurus blossevillii*	-/SSC, WBWG:H	Solitary roosting, except when females are with young (from 2 to 6 are born). Roosts almost exclusively in foliage, under overhanging leaves, in woodland borders, rivers, agricultural areas including orchards, and urban areas with mature trees. Typically found in large cottonwoods, sycamores, walnuts and willows associated with riparian habitats. Forages over mature orchards, oak woodland, low elevation conifer forests, riparian corridors, non-native trees in urban and rural residential areas, and around strong lighting.	**Medium:** Suitable potential tree foliage occurs on site.
Hoary bat *Lasiurus cinereus*	-/-, WBWG:M	Roosts singly except when females are with young (from 2 to 4 are born) in dense foliage of medium to large coniferous and deciduous trees. Highly migratory, occurs from sea level to tree line in Sierra Nevada. Summer records predominantly male. Forages along stream and river corridors, open water bodies, meadows, and open forest above canopy.	**Medium:** Suitable potential tree foliage occurs on site.
California myotis *Myotis californicus*	-/-	Females give birth to one young. Typically roosts alone or in small groups in almost every habitat from desert to mountains, but most abundant at lower to mid-elevations. Roosts in crevices in rocks, slabs, hollow trees, exfoliating bark, buildings, mines. In trees may exhibit low roost fidelity, switching frequently. Emerges early in evening, forages along tree margins, canopy edge, over water, along trails and higher above ground in open habitat. Typically hibernates.	Medium: Potential to occur in trees and buildings.

Common Name Scientific Name	Status USFWS/ CDFW	Habitat Affinities and Reported Localities in the Project Area	Occurrence for Potential
Western small-footed myotis *Myotis ciliolabrum*	-/-, WBWG:M	Females give birth to one young, roosts singly or in small maternity groups in cliff and rock crevices, tree snags, buildings, concrete bridges and viaducts, caves and mines, occasionally under tree bark, swallow nests – males roost singly. Forages in early evening near rocks, bluffs, cliffs and tree margins, as well as water courses, and man-made water impoundments. Hibernates in small numbers.	Low: Potential to occur in buildings.
Long-eared myotis *Myotis evotis*	-/-, WBWG:M	Reproductive females form small maternity colonies between 2-30 individuals; males and non-reproductive females roost singly or in small groups nearby. Found from coastal forests to high elevation, is absent from Central Valley and Sonoran and Colorado desert regions. May switch roosts frequently. Day roosts in hollow trees, under exfoliating bark, caves, mines, bridges, buildings and crevices in rock outcrops, under bark of small black oaks in northern California, also use mixed conifer forests throughout California. Nights roosts include bridges, caves. May hibernate.	Medium: Potential to occur in trees and buildings.
Fringed myotis *Myotis thysanodes*	-/-, WBWG:H	Roosts colonially, up to 2,000 individuals. Females form maternity roosts, give birth to one young. Found from coast to ca. 1,800 m in Sierra Nevadas, though most are known to the west of that range. Rare in all localities, data suggests serious population declines. Roosts in rock crevices, caves, mines, buildings and bridges, as well as tree hollows, particularly large conifer snags. Occurs in xeric woodland, hot desert-scrub, grassland, sage-grassland steppe, spruce-fir, mesic old growth forest, coniferous and deciduous/coniferous forests. Forages over secondary streams in fairly cluttered habitat, over meadows. May hibernate or use intermittent torpor.	Low: Potential to occur in buildings.

Common Name Scientific Name	Status USFWS/ CDFW	Habitat Affinities and Reported Localities in the Project Area	Occurrence for Potential
Long-legged Myotis *Myotis volans*	-/-, WBWG:H	Roosts colonially, females forming maternity colonies, giving birth to single young. Found throughout most of California from the coast to high elevation in Sierra Nevada and White Mountains, as well as mountains of Mojave Desert, central San Diego County, Coast Range, transverse ranges between Los Angeles basin and Central Valley. Roosts from sea level to ca. 3,000 m, in coniferous montaine forests, occasionally riparian and desert habitats. Primarily uses trees, particularly large diameter conifers, under bark and in cavities, sometimes in abandoned buildings, mines, caves, cracks in the ground, and cliff/rock faces. Aerially forages in and around forest canopy. Hibernates in caves and mines.	Low: Potential to occur in buildings.
Yuma myotis *Myotis yumanensis*	-/-, WBWG:M	Forms often large maternity colonies, females giving birth to one young. Generally confined to lower elevations from sea level to up to 1,300 m in central Sierra Nevada and 2,000 m in southern Sierra Nevada. Males roost singly. Primarily a crevice roosting species in natural habitat, forms large maternity colonies in large spaces in man-made roosts, e.g. buildings. Also uses bridges, caves, mines, tree cavities, bat houses, abandoned swallow nests, exfoliating bark. Emerges early and forages almost exclusively over quiet water – ponds, pools, reservoirs, swimming pools. Appears to migrate, may hibernate in colder portions of their range.	**Observed on site: occupying barn and hop kiln.**
Brazilian free-tailed bat *Tadarida brasiliensis*	-/-	Found in large to very large colonies (several hundred to millions), females giving birth to single young in maternity roosts. Found almost everywhere throughout California, from sea level up to about 3,700 m in some western mountain ranges, but mostly below about 2,000 m. Crevice and cavity dwellers, uses rock crevices, caves, mines, buildings, bridges, tunnels, bat houses, culverts, abandoned swallow nests. Forages from 6 m to thousands of meters above ground, often very large distances (<50 km) from day roost. Migrates in colder portions of range, or makes winter movements to Coast Range where it remains active or semi-active throughout winter, using torpor. Can remain active throughout winter in southern portion of state.	**Observed on site: occupying barn and hop kiln.**

* Includes bat species expected to occur in the project region and vicinity based on known roosting ecology and habitat relationships, but not reported in the CNDDB.

FE = federally listed Endangered
FT = federally listed Threatened
FC = federal candidate for listing
FSC = federal Species of Concern
MBTA = Migratory Bird Treaty Act.

CALIFORNIA DEPT. OF FISH AND WILDLIFE

CE = California listed Endangered
CT = California listed as Threatened
SCE = State Candidate for listing as Endangered
SSC = Species of Special Concern

WESTERN BAT WORKING GROUP

WBWG:H – High Priority, species are imperiled or are at high risk of imperilment based on available information on distribution, status, ecology and known threats.
WBWG:M – Medium Priority, species are at medium risk of imperilment based on available information on distribution, status, ecology and known threats.

Appendix D: Plant species observed April 28 and May 12, 2014

Scientific Name	Common Name
Aesculus californica	California buckeye
Aira caryophyllea	European hair grass*
Alisma trivale	Water plantain
Alnus cordata	Italian alder*
Anagallis arvensis	Scarlet pimpernel*
Anthemis cotula	Mayweed*
Avena barbata	Slender wild oats*
Bellis perennis	English daisy*
Brassica nigra	Black mustard*
Brassica rapa	Field mustard*
Briza minor	Small quaking grass*
Bromus alopecuros	Poverty brome*
Bromus diandrus	Ripgut brome*
Bromus hordaeceus	Soft chess*
Capsella bursa-pastoris	Shepherd's purse*
Carduus pycnocephalus	Italian thistle*
Cerastium glomeratum	Mouse-ear chickweed*
Claytonia perfoliata	Miner's lettuce
Convolvulus arvensis	Bindweed*
Cynodon dactylon	Bermuda grass*
Cyperus eragrostis	Umbrella sedge
Elymus triticoides	Creeping wildrye
Erodium botrys	Broad leaved filaree*
Erodium cicutarium	Red stemmed filaree*
Eschscholzia californica	California poppy
Festuca bromoides	Six weeks fescue*
Festuca myuros	Rattail fescue*
Festuca perennis	Ryegrass*
Ficus sp.	Fig trees*
Gleditsia triacanthos	Honey locust*
Helminthotheca echioides	Bristly ox-tongue*
Hordeum brachyantherum	Meadow barley
Hordeum marinum ssp. *gussoneanum*	Mediterranean barley*
Hordeum murinum ssp. *leporinum*	Hare barley*
Hypochaeris radicata	Rough cat's-ear*
Iris sp.	Garden iris*
Juglans hindsii	Northern California black walnut
Juncus tenuis	Povery runs
Lactuca saligna	Willow-leaf lettuce*
Lactuca serriola	Prickly lettuce*
Lamium amplexicaule	Dead nettle*
Lepidium nitidum	Pepperweed
Lobularia maritima	Sweet allysum*
Malus sp.	Apple trees*
Malva sp.	Mallow*
Medicago polymorpha	Bur clover*
Melilotus officinalis	Yellow sweet clover*
Mentha pulegium	Pennyroyal*

Scientific Name	Common Name
Phalaris aquatica	Harding grass*
Plantago lanceolata	English plantain*
Poa annua	Annual bluegrass*
Populus fremontii	Fremont cottonwood
Prunus sp.	Fruit trees*
Quercus agrifolia	Coast live oak
Quercus kelloggi	Black oak
Quercus lobata	Valley oak
Quercus rubra	Red oak*
Ranunculus muricatus	Spiny fruited buttercup*
Raphanus sativus	Wild radish*
Rosa sp.	Garden rose*
Rubus armeniacus	Himalayan blackberry*
Rumex crispus	Curly dock*
Rumex pulcher	Fiddle dock*
Senecio vulgaris	Common groundsel*
Sequoia sempervirens	Coast redwood
Sonchus asper	Prickly sow thistle*
Spergularia rubra	Red sandspurrey*
Stellaria media	Common chickweed*
Trifolium hirtum	Rose clover*
Umbellularia californica	California bay laurel
Veronica peregrina ssp. *halapensis*	Hairy purslane speedwell
Vicia sativa	Spring vetch*

* = Non-native species

Appendix E: Wildlife species observed during April 28, 2014

Scientific Name	Common Name
Lithobates catesbeianus	Eastern bullfrog
Pseudacris sierrae	Sierran treefrog
Sceloporus occidentalis	Western fence lizard
Calypte anna	Anna's hummingbird
Picoides pubescens	Downy woodpecker
Sayornis saya	Say's phoebe
Tachycineta bicolor	Tree Swallow
Aphelocoma californica	Western scrub jay
Corvus brachyrhynchos	American crow
Junco hyemalis	Dark-eyed junco
Melozone crissalis	California towhee
Pipilo maculatus	Spotted towhee
Odoicoileus hemionius californicus	Black-tailed deer (sign)
Mephitis mephitis	Skunk (sign)
Procyon lotor	Raccoon (sign)

Wildlife Research Associates

Trish and Greg Tatarian
1119 Burbank Avenue
Santa Rosa, CA 95407
Ph: 707.544.6273 Fax: 707.544.6317
www.wildliferesearchassoc.com
trish@wildliferesearchassoc.com
gregbat@wildliferesearchassoc.com

May 5, 2017

David Ramey
Ramey Wine Cellars
202 Haydon Street | PO Box 788
Healdsburg, CA 95448
Ph: 707-433-0870 x1101

RE: Additional Information– Ramey Wine Cellars

Dear David:

This letter provides additional information on the following two items:

The Western pond turtle is identified as having a high probability of occurring on the site in the irrigation pond and has been reported less than a mile from the project site. The chart shows a high occurrence. However, there is no mitigation measure or any discussion of why a mitigation is not needed. Please ask the Biologist to provide a mitigation or explain why it is not needed.

Please include the following:

Western Pond Turtle: Although no western pond turtle was observed in the reservoir at the time of the 2014 survey, or subsequent surveys in 2015 and 2016, there is suitable aquatic habitat present that may be occupied in the future. The surrounding unplanted areas near the reservoir may be suitable habitat for upland nesting habitat in the future.

To protect the potential habitat for the western pond turtle, the following terms are recommended:

a. Establish and maintain a minimum 50-foot wide setback around the reservoir. Except for the exclusions stated herein, no activities shall occur within the setback area. Excluded from the setback area required by this term are any features, and access to such features, that are currently in existence and are delineated on the proposed development map. Features are defined as including but not limited to: cropland and planted landscape areas, roads and roadways, bridges, equipment and material storage areas, buildings, structures, fences, wells, pipes, drainage facilities, utility lines and poles, pumps, sumps, and water diversion and storage facilities. Planting and irrigation of riparian vegetation within the setback area is allowed;

b. In those areas not already paved or graveled, a qualified biologist shall conduct a pre-construction survey for western pond turtle. If pond turtle is observed in the proposed construction area, the biologist shall notify CDFW and provide a relocation plan for the individual.

c. In the future, prior to dredging the reservoir, a plan should be created to avoid disturbing the emergent (wetland) vegetation around the reservoir during dredging operations. Approval of any dredging operations should be obtained from the California Department of Fish and Wildlife;

The Biologist provides a mitigation for bats and supervision during "*seasonal periods*". Seasonal periods needs to be defined (for example March 1 to June 30th) ???.

Page 24 identifies the seasonal periods of bat activity ***between March 1, or when evening temperatures are above 45F and rainfall less than ½" in 24 hours occurs, and April 15, prior to parturition of pups. The next acceptable period for humane eviction with suitable roosting habitat is after pups become self-sufficiently volant – September 1 through about October 15, or prior to evening temperatures dropping below 45F and onset of rainfall fretter than ½" in 24 hours.***

The document then identifies how the specific work is to be conducted per building, under the direct supervision of a qualified bat biologist, with the following identified on page 25:
Acceptable periods for partial dismantling are:

1. Bio

Further on page 25, in Table 4, Recommended Mitigation Measures for Structures – 7097 Westside Road, are the structures and the mitigation measures per structure identified with the seasons identified for dismantling.
Page 26, also identifies when tree removal of suitable roosting habitat should occur and reads as follows:

1) Potential habitat trees shall be removed only between approximately March 1, or when evening temperatures are above 45°F and rainfall less than ½" in 24 hours occurs, and April 15, prior to parturition of pups. The next acceptable period is after pups become self-sufficiently volant – September 1 through about October 15, or prior to evening temperatures dropping below 45°F and onset of rainfall greater than ½" in 24 hours

We believe that this addresses the counsel's concerns. Please let us know if you have any questions.

Regards,

Trish Tatarian

ILLINGWORTH & RODKIN, INC.
Acoustics • Air Quality

1 Willowbrook Court, Suite 120
Petaluma, California 94954

Tel: 707-794-0400 *Fax: 707-794-0405*
www.illingworthrodkin.com *illro@illingworthrodkin.com*

October 28, 2013

superseded
revised 10/1/2014

Mr. David Ramey
Ramey Vineyards, LLC
202 Haydon Street
P.O. Box 788
Healdsburg, CA 95448

VIA E-MAIL: david@rameywine.com

SUBJECT: **Ramey Winery at 7097 Westside Road near Healdsburg, CA – Greenhouse Gas Emissions Analysis**

Dear David:

This letter presents the evaluation of greenhouse gas (GHG) emissions associated with a proposed new winemaking facility near Healdsburg, CA at 7097 Westside Road in unincorporated Sonoma County. The proposed project includes production of 60,000 cases of wine in an approximate 35,000 square foot 2-story facility.[1] The project would also include a tasting room, retail sales, and an area designated for trade-related special events. The Project application includes provisions for 24 special events per year. These include 10 events with 30 people in attendance, five 60-person catered events, participation in five 120-person industry-wide events, and four 250-person outdoor events.

The primary source of GHG emissions associated with the project would be from traffic generated by the proposed project. Other sources would include direct emissions from natural gas usage and indirect emissions from electricity usage. Winemaking, occurring onsite, generates emissions of CO_2 through the fermentation process that are considered biogenic emissions.

Traffic information is based on the Traffic Study prepared by W-Trans for the project, dated August 16, 2013. This analysis evaluates the greenhouse gas emissions of the proposed project, resulting primarily from vehicle traffic. We are not aware of any stationary sources associated with the project that would generate substantial GHG emissions.

The proposed project is located in northern Sonoma County, which is in the North Coast Air Basin. The Northern Sonoma County Air Pollution Control District has jurisdiction over air quality in this area but uses the Bay Area Air Quality Management District (BAAQMD) CEQA Guidelines to evaluate GHG emissions. There are no Northern Sonoma Coast Air Pollution Control District-specific criteria with respect to GHGs. Accordingly, our analysis was conducted following guidance provided by BAAQMD.[2]

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[1] Project square footage estimated from plan drawings.
[2] BAAQMD, 2011. *BAAQMD CEQA Air Quality Guidelines*. May.

Ramey Winery, Healdsburg

Sonoma-North Coast County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Manufacturing	35.00	1000sqft	0.80	35,000.00	0

1.2 Other Project Characteristics

Urbanization	Rural	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	75
Climate Zone	4			**Operational Year**	2015
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	391.16	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics - CO2 Intensity Factor (391.16 lb/MWh) for 2015 obtained from CPUC GHG Calculator version 3c.

Vehicle Trips - Daily trip rate from project traffic study.

Table Name	Column Name	Default Value	New Value
tblProjectCharacteristics	CO2IntensityFactor	641.35	391.16
tblProjectCharacteristics	OperationalYear	2014	2015
tblProjectCharacteristics	UrbanizationLevel	Urban	Rural
tblVehicleTrips	ST_TR	1.49	2.63
tblVehicleTrips	SU_TR	0.62	2.63
tblVehicleTrips	WD_TR	3.82	2.63

2.0 Emissions Summary

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.1773	0.0000	3.3000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	6.3000e-004	6.3000e-004	0.0000	0.0000	6.6000e-004
Energy	5.1700e-003	0.0470	0.0395	2.8000e-004		3.5700e-003	3.5700e-003		3.5700e-003	3.5700e-003	0.0000	107.2704	107.2704	5.1400e-003	1.8000e-003	107.9360
Mobile	0.1672	0.4287	1.9193	2.2100e-003	0.1312	5.5600e-003	0.1367	0.0352	5.0900e-003	0.0403	0.0000	180.6070	180.6070	0.0125	0.0000	180.8685
Waste						0.0000	0.0000		0.0000	0.0000	8.8098	0.0000	8.8098	0.5206	0.0000	19.7434
Water						0.0000	0.0000		0.0000	0.0000	2.5678	7.7705	10.3383	0.2643	6.3500e-003	17.8562
Total	**0.3497**	**0.4758**	**1.9592**	**2.4900e-003**	**0.1312**	**9.1300e-003**	**0.1403**	**0.0352**	**8.6600e-003**	**0.0438**	**11.3776**	**295.6485**	**307.0261**	**0.8025**	**8.1500e-003**	**326.4047**

4.0 Operational Detail - Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Unmitigated	0.1672	0.4287	1.9193	2.2100e-003	0.1312	5.5600e-003	0.1367	0.0352	5.0900e-003	0.0403	0.0000	180.6070	180.6070	0.0125	0.0000	180.8685

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Manufacturing	92.05	92.05	92.05	355,632	355,632
Total	92.05	92.05	92.05	355,632	355,632

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Manufacturing	14.70	6.60	6.60	59.00	28.00	13.00	92	5	3

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.414906	0.112684	0.159746	0.159581	0.078418	0.009804	0.022162	0.028637	0.001110	0.000218	0.008263	0.000682	0.003789

5.0 Energy Detail

4.4 Fleet Mix

Historical Energy Use: N

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	56.0759	56.0759	4.1600e-003	8.6000e-004	56.4298
NaturalGas Unmitigated	5.1700e-003	0.0470	0.0395	2.8000e-004		3.5700e-003	3.5700e-003		3.5700e-003	3.5700e-003	0.0000	51.1946	51.1946	9.8000e-004	9.4000e-004	51.5061

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Manufacturing	959350	5.1700e-003	0.0470	0.0395	2.8000e-004		3.5700e-003	3.5700e-003		3.5700e-003	3.5700e-003	0.0000	51.1946	51.1946	9.8000e-004	9.4000e-004	51.5061
Total		**5.1700e-003**	**0.0470**	**0.0395**	**2.8000e-004**		**3.5700e-003**	**3.5700e-003**		**3.5700e-003**	**3.5700e-003**	**0.0000**	**51.1946**	**51.1946**	**9.8000e-004**	**9.4000e-004**	**51.5061**

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Manufacturing	316050	56.0759	4.1600e-003	8.6000e-004	56.4298
Total		**56.0759**	**4.1600e-003**	**8.6000e-004**	**56.4298**

6.0 Area Detail

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Unmitigated	0.1773	0.0000	3.3000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	6.3000e-004	6.3000e-004	0.0000	0.0000	6.6000e-004

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0406					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.1367					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	3.0000e-005	0.0000	3.3000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	6.3000e-004	6.3000e-004	0.0000	0.0000	6.6000e-004

Total	0.1773	0.0000	3.3000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	6.3000e-004	6.3000e-004	0.0000	0.0000	6.6000e-004

7.0 Water Detail

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Unmitigated	10.3383	0.2643	6.3500e-003	17.8562

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Manufacturing	8.09375 / 0	10.3383	0.2643	6.3500e-003	17.8562
Total		**10.3383**	**0.2643**	**6.3500e-003**	**17.8562**

8.0 Waste Detail

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Unmitigated	8.8098	0.5206	0.0000	19.7434

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Manufacturing	43.4	8.8098	0.5206	0.0000	19.7434
Total		**8.8098**	**0.5206**	**0.0000**	**19.7434**

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Vegetation

Ramey Winery, Healdsburg - Special Events

Sonoma-North Coast County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
City Park	1.00	Acre	1.00	43,560.00	0

1.2 Other Project Characteristics

Urbanization	Rural	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	75
Climate Zone	4			**Operational Year**	2015
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	391.16	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Vehicle Trips - Special event trip rate from project traffic study.

Table Name	Column Name	Default Value	New Value
tblProjectCharacteristics	CO2IntensityFactor	641.35	391.16
tblProjectCharacteristics	OperationalYear	2014	2015
tblProjectCharacteristics	UrbanizationLevel	Urban	Rural
tblVehicleTrips	ST_TR	1.59	254.00
tblVehicleTrips	SU_TR	1.59	254.00
tblVehicleTrips	WD_TR	1.59	254.00

2.0 Emissions Summary

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.2088	0.0000	1.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	2.0153	4.1831	19.7936	0.0222	1.3281	0.0551	1.3832	0.3548	0.0505	0.4053		2,003.2492	2,003.2492	0.1394		2,006.1760
Total	**3.2241**	**4.1831**	**19.7937**	**0.0222**	**1.3281**	**0.0551**	**1.3832**	**0.3548**	**0.0505**	**0.4053**		**2,003.2494**	**2,003.2494**	**0.1394**	**0.0000**	**2,006.1762**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	2.0153	4.1831	19.7936	0.0222	1.3281	0.0551	1.3832	0.3548	0.0505	0.4053		2,003.2492	2,003.2492	0.1394		2,006.1760
Unmitigated	2.0153	4.1831	19.7936	0.0222	1.3281	0.0551	1.3832	0.3548	0.0505	0.4053		2,003.2492	2,003.2492	0.1394		2,006.1760

4.2 Trip Summary Information

	Average Daily Trip Rate		
	Unmitigated	Mitigated	

Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
City Park	254.00	254.00	254.00	626,416	626,416
Total	254.00	254.00	254.00	626,416	626,416

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
City Park	14.70	6.60	6.60	33.00	48.00	19.00	66	28	6

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.414906	0.112684	0.159746	0.159581	0.078418	0.009804	0.022162	0.028637	0.001110	0.000218	0.008263	0.000682	0.003789

Per Appendix G of the CEQA Guidelines and BAAQMD recommendations, greenhouse gas emissions are considered significant if implementation of the proposed projects would:

1. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.
2. Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases.

The BAAQMD provides guidance in assessing impacts to lead agencies in the Bay Area, which are used throughout Sonoma County. In June 2010, BAAQMD adopted thresholds of significance to assist in the review of projects under CEQA. These thresholds were designed to establish the level at which BAAQMD believed air pollution emissions would cause significant environmental impacts under CEQA and were posted on BAAQMD's website and included in the Air District's updated CEQA Guidelines. The BAAQMD thresholds were developed specifically for the Bay Area after considering the latest Bay Area GHG inventory and the effects of AB 32 scoping plan measures that would reduce regional emissions. BAAQMD intends to achieve GHG reductions from new land use developments to close the gap between projected regional emissions with AB 32 scoping plan measures and the AB 32 targets. The BAAQMD GHG recommendations include a bright-line emissions threshold of 1,100 metric tons (MT) of CO_2e or an emission efficiency metric of 4.6 MT of CO_2e per year per capita (future residences and full-time workers) if the bright-line threshold is exceeded. Projects that have emissions below 1,100 MT of CO_2e per year, or 4.6 MT of CO_2e per year per capita are considered to have less than significant GHG emissions.

Project Emissions

The California Emissions Estimator Model, Version 2013.2.2 (CalEEMod) was used to predict operational period emissions. Unless otherwise noted below, the model defaults for the Sonoma County were used. The Year 2015 was used for modeling, as this assumed to be the first full year after construction that the project could be operational. Annual emissions occurring after 2015 would be lower as vehicle and electricity production emission rates are anticipated to continually decrease. CalEEMod predicts emissions for mobile, areas sources, electricity consumption, natural gas combustion, electricity usage associated with water usage and wastewater discharge, and solid waste land filling and transport. Table 1 summarizes annual operational GHG emissions due to implementation of the project. Inputs to the GHG modeling are described below.

Traffic

The CalEEMod model uses mobile emission factors from the California Air Resources Board's EMFAC2011 model. Forecasted project trip generation estimates provided by W-Trans were applied. The default trip lengths and traffic mix for Sonoma County in CalEEMod were also used. Mobile emissions from planned county-wide industry events were calculated in a separate model run and were based on a reasonable worst-case scenario involving twenty-four 250-person events annually. Each event was calculated to generate 1,769 pounds of CO_2e per day, or 42,456 pounds (19 metric tons) annually.

Electricity, Natural Gas, Water Usage and Solid Waste Production

Default rates for energy consumption were assumed in the model. Emissions rates associated with electricity consumption were adjusted to account for Pacific Gas & Electric utility's (PG&E) projected 2015 CO_2 intensity rate. This 2015 rate is based, in part, on the requirement of a renewable energy portfolio standard of 33 percent by the year 2020. CalEEMod uses a default rate of 641.35 pounds of

CO_2 per megawatt of electricity produced. The derived 2015 rate for PG&E was estimated at 391.16 pounds of CO_2 per megawatt of electricity delivered and is based on the California Public Utilities Commission (CPUC) GHG Calculator.[3] Note that solid waste emissions do not include any factors for waste diversion, which would reduce emissions further.

Wine Fermentation

The CalEEMod model, described above, does not account for the CO_2 emissions from wine fermentation. CO_2 is released during this process. Although this is considered a biogenic emission, they were included in this analysis. The amount of CO_2 emitted is dependent on many variables including the type of wine produced and the winemaking process. The International Wine Carbon Calculator (IWCC version 1.3) is an Excel spreadsheet that provides GHG emission estimates from various winery operations. This program was utilized to generally estimate CO_2 emissions from fermentation, since specific details of the wine making were not known. Assuming about 1,110 tons of grapes would be used to produce 60,000 cases of wine, CO_2 emissions would be about 125 metric tons per year. These emissions are offset by the carbon sequestration resulting from the growing of the grapes; however, the offset was not computed for this evaluation.

Table 1
Annual Operational GHG Emissions in Metric Tons of CO_2e

Source	Methodology	Emissions
Mobile	Includes daily traffic generation including truck traffic	181
Mobile	24 Annual Events	19
Area	Includes landscaping from CalEEMod default	<1
Electricity	Based on CalEEmod default adjusted to PG&E emission rates published by CPUC.	56
Natural Gas	Based on CalEEMod default	52
Water	Based on CalEEMod default	18
Solid Waste	Based on CalEEMod default	20
Wine Fermentation	Based on IWCC v1.3 estimate for 60,000 cases	125
Total		**472**

[3] California Public Utilities Commission's GHG Calculator version 3c, October 7, 2010. Available on-line at: http://ethree.com/public_projects/cpuc2.php. Accessed: October 27, 2013.

As shown in Table 1, the proposed project would have total direct and indirect emissions that are below the GHG operational threshold (1,100 metric tons of CO_2e per year) recommended by BAAQMD for new projects. Therefore, the project's GHG emissions would *not significantly* contribute to a cumulative impact on global climate change.

* * *

This concludes our assessment of the GHG impacts from this project. If you have any questions or comments, please feel free to contact me at (707) 794-0400 x35. We appreciate the opportunity to assist you.

Sincerely,

Joshua D. Carman
Project Scientist

Illingworth & Rodkin

Attachment: CalEEMod Input and Output Worksheets

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Ramey Winery, Healdsburg

Sonoma-North Coast County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Manufacturing	35.00	1000sqft	0.80	35,000.00	0

1.2 Other Project Characteristics

Urbanization	Rural	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	75
Climate Zone	4			**Operational Year**	2015
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	391.16	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics - CO2 Intensity Factor (391.16 lb/MWh) for 2015 obtained from CPUC GHG Calculator version 3c.

Vehicle Trips - Daily trip rate from project traffic study.

Table Name	Column Name	Default Value	New Value
tblProjectCharacteristics	CO2IntensityFactor	641.35	391.16
tblProjectCharacteristics	OperationalYear	2014	2015
tblProjectCharacteristics	UrbanizationLevel	Urban	Rural
tblVehicleTrips	ST_TR	1.49	2.63
tblVehicleTrips	SU_TR	0.62	2.63
tblVehicleTrips	WD_TR	3.82	2.63

2.0 Emissions Summary

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.1773	0.0000	3.3000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	6.3000e-004	6.3000e-004	0.0000	0.0000	6.6000e-004
Energy	5.1700e-003	0.0470	0.0395	2.8000e-004		3.5700e-003	3.5700e-003		3.5700e-003	3.5700e-003	0.0000	107.2704	107.2704	5.1400e-003	1.8000e-003	107.9360
Mobile	0.1672	0.4287	1.9193	2.2100e-003	0.1312	5.5600e-003	0.1367	0.0352	5.0900e-003	0.0403	0.0000	180.6070	180.6070	0.0125	0.0000	180.8685
Waste						0.0000	0.0000		0.0000	0.0000	8.8098	0.0000	8.8098	0.5206	0.0000	19.7434
Water						0.0000	0.0000		0.0000	0.0000	2.5678	7.7705	10.3383	0.2643	6.3500e-003	17.8562
Total	**0.3497**	**0.4758**	**1.9592**	**2.4900e-003**	**0.1312**	**9.1300e-003**	**0.1403**	**0.0352**	**8.6600e-003**	**0.0438**	**11.3776**	**295.6485**	**307.0261**	**0.8025**	**8.1500e-003**	**326.4047**

4.0 Operational Detail - Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Unmitigated	0.1672	0.4287	1.9193	2.2100e-003	0.1312	5.5600e-003	0.1367	0.0352	5.0900e-003	0.0403	0.0000	180.6070	180.6070	0.0125	0.0000	180.8685

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Manufacturing	92.05	92.05	92.05	355,632	355,632
Total	92.05	92.05	92.05	355,632	355,632

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Manufacturing	14.70	6.60	6.60	59.00	28.00	13.00	92	5	3

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.414906	0.112684	0.159746	0.159581	0.078418	0.009804	0.022162	0.028637	0.001110	0.000218	0.008263	0.000682	0.003789

5.0 Energy Detail

4.4 Fleet Mix

Historical Energy Use: N

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	56.0759	56.0759	4.1600e-003	8.6000e-004	56.4298
NaturalGas Unmitigated	5.1700e-003	0.0470	0.0395	2.8000e-004		3.5700e-003	3.5700e-003		3.5700e-003	3.5700e-003	0.0000	51.1946	51.1946	9.8000e-004	9.4000e-004	51.5061

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Manufacturing	959350	5.1700e-003	0.0470	0.0395	2.8000e-004		3.5700e-003	3.5700e-003		3.5700e-003	3.5700e-003	0.0000	51.1946	51.1946	9.8000e-004	9.4000e-004	51.5061
Total		**5.1700e-003**	**0.0470**	**0.0395**	**2.8000e-004**		**3.5700e-003**	**3.5700e-003**		**3.5700e-003**	**3.5700e-003**	**0.0000**	**51.1946**	**51.1946**	**9.8000e-004**	**9.4000e-004**	**51.5061**

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Manufacturing	316050	56.0759	4.1600e-003	8.6000e-004	56.4298
Total		**56.0759**	**4.1600e-003**	**8.6000e-004**	**56.4298**

6.0 Area Detail

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Unmitigated	0.1773	0.0000	3.3000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	6.3000e-004	6.3000e-004	0.0000	0.0000	6.6000e-004

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0406					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.1367					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	3.0000e-005	0.0000	3.3000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	6.3000e-004	6.3000e-004	0.0000	0.0000	6.6000e-004

Total	**0.1773**	**0.0000**	**3.3000e-004**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**	**6.3000e-004**	**6.3000e-004**	**0.0000**	**0.0000**	**6.6000e-004**

7.0 Water Detail

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Unmitigated	10.3383	0.2643	6.3500e-003	17.8562

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Manufacturing	8.09375 / 0	10.3383	0.2643	6.3500e-003	17.8562
Total		**10.3383**	**0.2643**	**6.3500e-003**	**17.8562**

8.0 Waste Detail

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Unmitigated	8.8098	0.5206	0.0000	19.7434

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Manufacturing	43.4	8.8098	0.5206	0.0000	19.7434
Total		**8.8098**	**0.5206**	**0.0000**	**19.7434**

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Vegetation

Ramey Winery, Healdsburg - Special Events

Sonoma-North Coast County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
City Park	1.00	Acre	1.00	43,560.00	0

1.2 Other Project Characteristics

Urbanization	Rural	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	75
Climate Zone	4			**Operational Year**	2015
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	391.16	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics - CO2 Intensity Factor (391.16 lb/MWh) for 2015 obtained from CPUC GHG Calculator version 3c.

Vehicle Trips - Special event trip rate from project traffic study.

Table Name	Column Name	Default Value	New Value
tblProjectCharacteristics	CO2IntensityFactor	641.35	391.16
tblProjectCharacteristics	OperationalYear	2014	2015
tblProjectCharacteristics	UrbanizationLevel	Urban	Rural
tblVehicleTrips	ST_TR	1.59	224.00
tblVehicleTrips	SU_TR	1.59	224.00
tblVehicleTrips	WD_TR	1.59	224.00

2.0 Emissions Summary

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.2088	0.0000	1.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	1.7773	3.6890	17.4557	0.0196	1.1712	0.0486	1.2198	0.3129	0.0445	0.3574		1,766.6449	1,766.6449	0.1229		1,769.2261
Total	**2.9860**	**3.6890**	**17.4559**	**0.0196**	**1.1712**	**0.0486**	**1.2198**	**0.3129**	**0.0445**	**0.3574**		**1,766.6452**	**1,766.6452**	**0.1229**	**0.0000**	**1,769.2263**

4.0 Operational Detail - Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Unmitigated	1.7773	3.6890	17.4557	0.0196	1.1712	0.0486	1.2198	0.3129	0.0445	0.3574		1,766.6449	1,766.6449	0.1229		1,769.2261

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
City Park	224.00	224.00	224.00	552,430	552,430
Total	224.00	224.00	224.00	552,430	552,430

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
City Park	14.70	6.60	6.60	33.00	48.00	19.00	66	28	6

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.414906	0.112684	0.159746	0.159581	0.078418	0.009804	0.022162	0.028637	0.001110	0.000218	0.008263	0.000682	0.003789

ILLINGWORTH & RODKIN, INC.
Acoustics • Air Quality
1 Willowbrook Court, Suite 120
Petaluma, California 94954
Tel: 707-794-0400 *Fax: 707-794-0405*
www.illingworthrodkin.com *illro@illingworthrodkin.com*

RECEIVED
OCT 0 2 2014
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT
COUNTY OF SONOMA

October 28, 2013
Revised October 1, 2014

Mr. David Ramey
Ramey Vineyards, LLC
202 Haydon Street
P.O. Box 788
Healdsburg, CA 95448

VIA E-MAIL: david@rameywine.com

SUBJECT: **Ramey Winery at 7097 Westside Road near Healdsburg, CA – Greenhouse Gas Emissions Analysis**

Dear David:

This letter presents the evaluation of greenhouse gas (GHG) emissions associated with a proposed new winemaking facility near Healdsburg, CA at 7097 Westside Road in unincorporated Sonoma County. The proposed project includes production of 60,000 cases of wine in an approximate 35,000 square foot 2-story facility.[1] The project would also include a tasting room, retail sales, and an area designated for trade-related special events. The Project application includes provisions for 24 special events per year. These include 10 events with 30 people in attendance, five 60-person catered events, participation in five 120-person industry-wide events, and four 300-person outdoor events.

The primary source of GHG emissions associated with the project would be from traffic generated by the proposed project. Other sources would include direct emissions from natural gas usage and indirect emissions from electricity usage. Winemaking, occurring onsite, generates emissions of CO_2 through the fermentation process that are considered biogenic emissions.

Traffic information is based on the Traffic Study prepared by W-Trans for the project, dated August 16, 2013. This analysis evaluates the greenhouse gas emissions of the proposed project, resulting primarily from vehicle traffic. We are not aware of any stationary sources associated with the project that would generate substantial GHG emissions.

The proposed project is located in northern Sonoma County, which is in the North Coast Air Basin. The Northern Sonoma County Air Pollution Control District has jurisdiction over air quality in this area but uses the Bay Area Air Quality Management District (BAAQMD) CEQA Guidelines to evaluate GHG

[1] Project square footage estimated from plan drawings.

emissions. There are no Northern Sonoma Coast Air Pollution Control District-specific criteria with respect to GHGs. Accordingly, our analysis was conducted following guidance provided by BAAQMD.[2]

Setting and Regulatory Background

Global temperatures are affected by naturally occurring and anthropogenic-generated (generated by humankind) atmospheric gases, such as water vapor, carbon dioxide, methane, and nitrous oxide. Gases that trap heat in the atmosphere are called greenhouse gases (GHG). Solar radiation enters the earth's atmosphere from space, and a portion of the radiation is absorbed at the surface. The earth emits this radiation back toward space as infrared radiation. Greenhouse gases, which are mostly transparent to incoming solar radiation, are effective in absorbing infrared radiation and redirecting some of this back to the earth's surface. As a result, this radiation that otherwise would have escaped back into space is now retained, resulting in a warming of the atmosphere. This is known as the greenhouse effect. The greenhouse effect helps maintain a habitable climate. Emissions of GHGs from human activities, such as electricity production, motor vehicle use and agriculture, are elevating the concentration of GHGs in the atmosphere, and are reported to have led to a trend of unnatural warming of the earth's natural climate, known as global warming or global climate change. The term "global climate change" is often used interchangeably with the term "global warming," but "global climate change" is preferred because it implies that there are other consequences to the global climate in addition to rising temperatures. Other than water vapor, the primary GHGs contributing to global climate change include the following gases:

- Carbon dioxide (CO2), primarily a byproduct of fuel combustion;
- Nitrous oxide (N2O), a byproduct of fuel combustion; also associated with agricultural operations such as the fertilization of crops;
- Methane (CH4), commonly created by off-gassing from agricultural practices (e.g. livestock), wastewater treatment and landfill operations;
- Chlorofluorocarbons (CFCs) were used as refrigerants, propellants and cleaning solvents, but their production has been mostly prohibited by international treaty;
- Hydrofluorocarbons (HFCs) are now widely used as a substitute for chlorofluorocarbons in refrigeration and cooling; and
- Perfluorocarbons (PFCs) and sulfur hexafluoride (SF6) emissions are commonly created by industries such as aluminum production and semiconductor manufacturing.

These gases vary considerably in terms of Global Warming Potential (GWP), a term developed to compare the propensity of each GHG to trap heat in the atmosphere relative to another GHG. GWP is based on several factors, including the relative effectiveness of a gas to absorb infrared radiation and the length of time of gas remains in the atmosphere. The GWP of each GHG is measured relative to CO_2. Accordingly, GHG emissions are typically measured and reported in terms of CO_2 equivalent (CO_2e). For instance, SF_6 is 22,800 times more intense in terms of global climate change contribution than CO_2.

The State of California is addressing the issue of GHG through legislation, policy guidance, and outreach programs. CO_2 is the primary GHG emitted from land use and industrial projects. In 2006 California enacted AB 32 – the Global Warming Solutions Act, which requires that statewide GHG emissions be reduced to 1990 levels by 2020. In 2008, the California Air Resources Board (CARB) adopted the Climate Change Scoping Plan in response to AB 32. This plan describes the strategies that the State will

[2] BAAQMD, 2011. *BAAQMD CEQA Air Quality Guidelines*. May.

implement to reduce future emissions by 28% to meet the 1990 target goal in 2020. BAAQMD's analysis of future land use development in the Bay Area and applicable AB 32 GHG reduction strategies lead to the development of emission-based significance thresholds for the projects in the Bay Area, which are also used in northern Sonoma County.

Per Appendix G of the CEQA Guidelines and BAAQMD recommendations, greenhouse gas emissions are considered significant if implementation of the proposed projects would:

1. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.
2. Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases.

The BAAQMD provides guidance in assessing impacts to lead agencies in the Bay Area, which are used throughout Sonoma County. In June 2010, BAAQMD adopted thresholds of significance to assist in the review of projects under CEQA. These thresholds were designed to establish the level at which BAAQMD believed air pollution emissions would cause significant environmental impacts under CEQA and were posted on BAAQMD's website and included in the Air District's updated CEQA Guidelines. The BAAQMD thresholds were developed specifically for the Bay Area after considering the latest Bay Area GHG inventory and the effects of AB 32 scoping plan measures that would reduce regional emissions. BAAQMD intends to achieve GHG reductions from new land use developments to close the gap between projected regional emissions with AB 32 scoping plan measures and the AB 32 targets. The BAAQMD GHG recommendations include a bright-line emissions threshold of 1,100 metric tons (MT) of CO_2e or an emission efficiency metric of 4.6 MT of CO_2e per year per capita (future residences and full-time workers) if the bright-line threshold is exceeded. Projects that have emissions below 1,100 MT of CO_2e per year, or 4.6 MT of CO_2e per year per capita are considered to have less than significant GHG emissions.

Project Emissions

The California Emissions Estimator Model, Version 2013.2.2 (CalEEMod) was used to predict operational period emissions. Unless otherwise noted below, the model defaults for the Sonoma County were used. The Year 2015 was used for modeling, as this assumed to be the first full year after construction that the project could be operational. Annual emissions occurring after 2015 would be lower as vehicle and electricity production emission rates are anticipated to continually decrease. CalEEMod predicts emissions for mobile, areas sources, electricity consumption, natural gas combustion, electricity usage associated with water usage and wastewater discharge, and solid waste land filling and transport. Table 1 summarizes annual operational GHG emissions due to implementation of the project. Inputs to the GHG modeling are described below.

Traffic

The CalEEMod model uses mobile emission factors from the California Air Resources Board's EMFAC2011 model. Forecasted project trip generation estimates provided by W-Trans were applied. The default trip lengths and traffic mix for Sonoma County in CalEEMod were also used. Mobile emissions from planned county-wide industry events were calculated in a separate model run and were based on a reasonable worst-case scenario involving twenty-four 300-person events annually. Each event was calculated to generate 2,006 pounds of CO_2e per day, or 48,114 pounds (22 metric tons) annually.

Electricity, Natural Gas, Water Usage and Solid Waste Production

Default rates for energy consumption were assumed in the model. Emissions rates associated with electricity consumption were adjusted to account for Pacific Gas & Electric utility's (PG&E) projected 2015 CO_2 intensity rate. This 2015 rate is based, in part, on the requirement of a renewable energy portfolio standard of 33 percent by the year 2020. CalEEMod uses a default rate of 641.35 pounds of CO_2 per megawatt of electricity produced. The derived 2015 rate for PG&E was estimated at 391.16 pounds of CO_2 per megawatt of electricity delivered and is based on the California Public Utilities Commission (CPUC) GHG Calculator.[3] Note that solid waste emissions do not include any factors for waste diversion, which would reduce emissions further.

Wine Fermentation

The CalEEMod model, described above, does not account for the CO_2 emissions from wine fermentation. CO_2 is released during this process. Although this is considered a biogenic emission, they were included in this analysis. The amount of CO_2 emitted is dependent on many variables including the type of wine produced and the winemaking process. The International Wine Carbon Calculator (IWCC version 1.3) is an Excel spreadsheet that provides GHG emission estimates from various winery operations. This program was utilized to generally estimate CO_2 emissions from fermentation, since specific details of the wine making were not known. Assuming about 1,110 tons of grapes would be used to produce 60,000 cases of wine, CO_2 emissions would be about 125 metric tons per year. These emissions are offset by the carbon sequestration resulting from the growing of the grapes; however, the offset was not computed for this evaluation.

Table 1
Annual Operational GHG Emissions in Metric Tons of CO_2e

Source	Methodology	Emissions
Mobile	Includes daily traffic generation including truck traffic	181
Mobile	24 Annual Events	22
Area	Includes landscaping from CalEEMod default	<1
Electricity	Based on CalEEmod default adjusted to PG&E emission rates published by CPUC.	56
Natural Gas	Based on CalEEMod default	52
Water	Based on CalEEMod default	18
Solid Waste	Based on CalEEMod default	20
Wine Fermentation	Based on IWCC v1.3 estimate for 60,000 cases	125
Total		**475**

[3] California Public Utilities Commission's GHG Calculator version 3c, October 7, 2010. Available on-line at: http://ethree.com/public_projects/cpuc2.php. Accessed: October 27, 2013.

As shown in Table 1, the proposed project would have total direct and indirect emissions that are below the GHG operational threshold (1,100 metric tons of CO_2e per year) recommended by BAAQMD for new projects. Therefore, the project's GHG emissions would *not significantly* contribute to a cumulative impact on global climate change.

* * *

This concludes our assessment of the GHG impacts from this project. If you have any questions or comments, please feel free to contact me at (707) 794-0400 x35. We appreciate the opportunity to assist you.

Sincerely,

Joshua D. Carman
Project Scientist

Illingworth & Rodkin

Attachment: CalEEMod Input and Output Worksheets

13-155

ENVIRONMENTAL NOISE ASSESSMENT
RAMEY WINERY PROJECT
7097 WESTSIDE ROAD
SONOMA COUNTY, CALIFORNIA

Superseded
Revised
10/20/14

October 9, 2013

◆ ◆ ◆

Prepared for:

Mr. David Ramey
Ramey Vineyards, LLC
202 Haydon Street
P.O. Box 788
Healdsburg, CA 95448

Prepared by:

Carrie Janello
ILLINGWORTH & RODKIN, INC.
Acoustics & Air Quality
1 Willowbrook Court, Suite 120
Petaluma, CA 94954
(707) 794-0400

Job No. 13-155

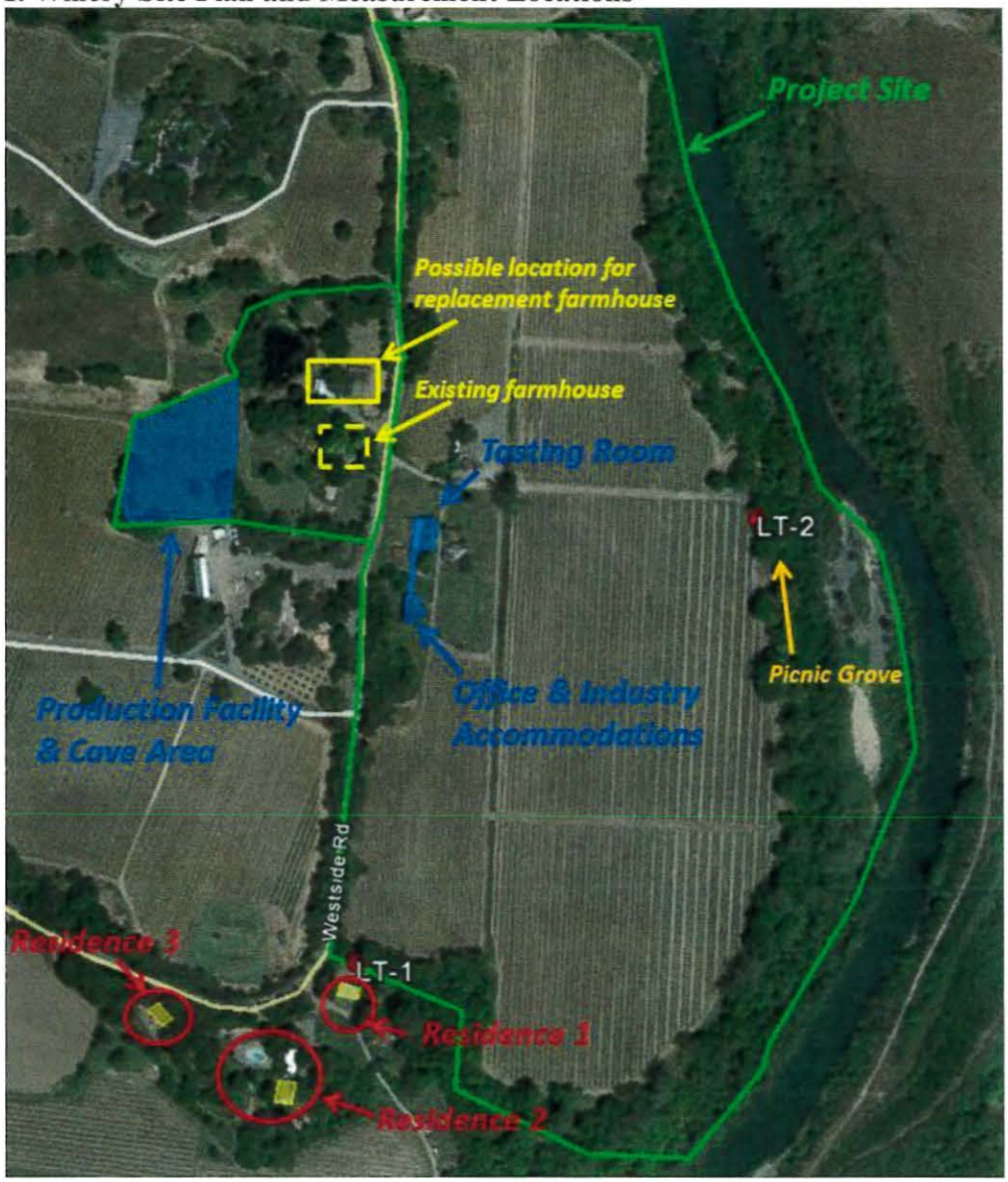
INTRODUCTION

This noise assessment evaluates the existing noise environment and the potential for increased noise as a result of the proposed Ramey Wine Cellars Project (Project) on a parcel located at 7097 Westside Road near the City of Healdsburg in an unincorporated area of Sonoma County. Figure 1 shows a site map of the property. The proposed project includes production of 60,000 cases of wine, a tasting room, retail sales, and an area designated for trade-related special events. On the eastern side of Westside Road, the existing hop kiln will be converted into a public tasting room, and the existing hop barn will be converted into a private marketing space with a kitchen and two guest rooms. The two buildings will be connected by a bridge, which will also be constructed. On the western side the roadway, a new 60,000-case winery production facility with a cave area for wine barrel storage will be constructed. These facilities will not be open to the public except by invitation. Additionally, entryways, driveways, parking, walkways and site accessibility features are included in the project.

The winery operations will include public tasting, retail sales, and trade-related special events. The staff will include fifteen employees between the winery and the tasting room. On average, 52 visitors per day is expected for tasting. The Project application includes provisions for 24 special events per year. These include 10 events with 30 people in attendance, five 60-person catered events, participation in five 120-person industry-wide events, and four 250-person outdoor events.

The winery is situated on a 75-acre parcel of land formerly occupied by Westside Farms. The property is bordered to the north by Gracianna Winery, to the northwest by Arista Winery, to the west by Williams Selyem Winery, and to the south and east by the Russian River. On the opposite side of the river is Riverfront Regional Park. To the south of the property lie single-family residences, as well. This report includes a summary of applicable noise regulations, the results of a noise monitoring survey conducted for the Project, and an assessment of noise impacts and mitigation measures necessary to meet the applicable County standards at adjacent noise sensitive land uses. Persons not familiar with environmental noise analysis are referred to Appendix A for additional discussion.

Figure 1. Winery Site Plan and Measurement Locations



REGULATORY BACKGROUND

The Sonoma County Noise Element of the 2000 General Plan identifies a goal to:

> *Protect people from the adverse effects of exposure to excessive noise and to achieve an environment in which people and land uses function without impairment from noise.*

The following policies, which are applicable for use at the Project, are intended to achieve this goal:

NE-1c: Control non-transportation-related noise from new projects. The total noise level resulting from new sources shall not exceed the standards in Table NE-2 of the recommended revised policies as measured at the exterior property line of any adjacent noise-sensitive land use. Limit exceptions to the following:

1. If the ambient noise level exceeds the standard in Table NE-2, adjust the standard to equal the ambient level, up to a maximum of five dBA above the standard, provided that no measurable increase (i.e., +/- 1.5 dBA) shall be allowed.
2. Reduce the applicable standards in Table NE-2 by five dBA for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises, such as pile drivers and barking dogs at kennels.
3. Reduce the applicable standards in Table NE-2 by five dBA if the proposed use exceeds the ambient level by 10 dBA or more.
4. For short-term noise sources, which are permitted to operate no more than six days per year, such as concerts or race events, the allowable noise exposures shown in Table NE-2 may be increased by five dB. These events shall be subject to a noise management plan, including provisions for maximum noise level limits, noise monitoring, complaint response, and allowable hours of operation. The plan shall address potential cumulative noise impacts from all events in the area.
5. Noise levels may be measured at the location of the outdoor activity area of the noise-sensitive land use, rather than at the exterior property line of the adjacent noise-sensitive use, where:
    a. The property on which the noise-sensitive use is located has already been substantially developed pursuant to its existing zoning, and
    b. There is available open land on these noise-sensitive lands for noise attenuation.

    Note, this exception may not be used for vacant properties, which are zoned to all noise-sensitive uses.

Table 1. Maximum Allowable Noise Exposures for Non-Transportation Sources (Table NE-2)

Hourly Noise Metric[1]	Maximum Exterior Noise Level Standards, dBA	
	Daytime: 7:00 a.m. to 10:00 p.m.	Nighttime: 10:00 p.m. to 7:00 a.m.
L_{50} (30 minutes in any hour)	50	45
L_{25} (15 minutes in any hour)	55	50
L_{08} (5 minutes in any hour)	60	55
L_{02} (1 minute in any hour)	65	60

[1]The sound level exceeded n% of the time in any hour. For example, the L_{50} is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L_{02} is the sound level exceeded one minute in any hour.

EXISTING NOISE ENVIRONMENT

AMBIENT NOISE LEVELS

The primary ambient source of noise in the project area is the traffic along Westside Road. Other contributors to noise include airplanes flying overhead and agricultural-related activities in the area. To evaluate ambient noise levels on the project site at the closest noise-sensitive land uses, an ambient noise monitoring survey, consisting of two long-term noise measurements, was conducted between 3:00 p.m. on Friday, August 23, 2013, and 5:00 p.m. on Wednesday, August

28, 2013. LT-1 was located on the southern end of the property, approximately 110 feet (34 meters) from the centerline of Westside Road. This location represents the neighboring single-family residences. LT-2 was located at the tree line on the eastern boundary of the project site. Positioned approximately 185 feet (56 meters) from the Russian River, this long-term measurement location captured ambient noise away from Westside Road, which is in the vicinity of Riverfront Regional Park. Figure 1 shows the approximate locations of both measurement sites.

The hourly trends in noise levels at LT-1 and LT-2 are shown in Figures 2 and 3, respectively. Included in each figure are the energy equivalent noise level, L_{eq}, and the statistical noise levels consistent with the limits set forth in Table NE-2 (noise levels exceeded 2, 8, 25, and 50 percent of the time).

Figure 2. Measured Noise Levels at LT-1

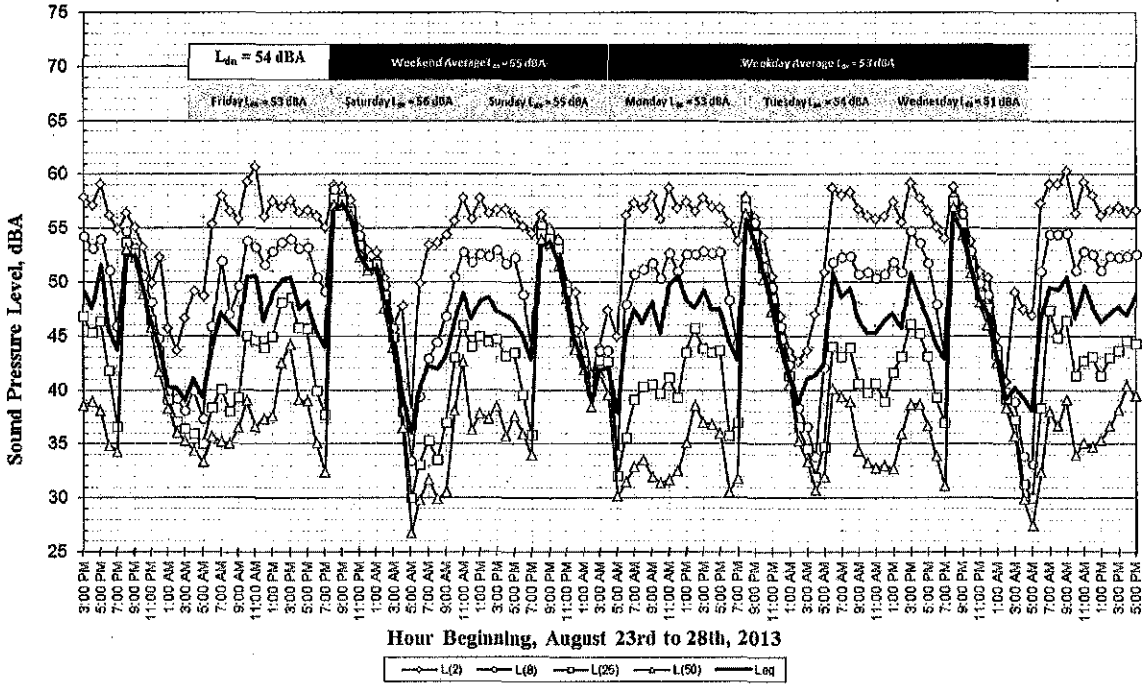
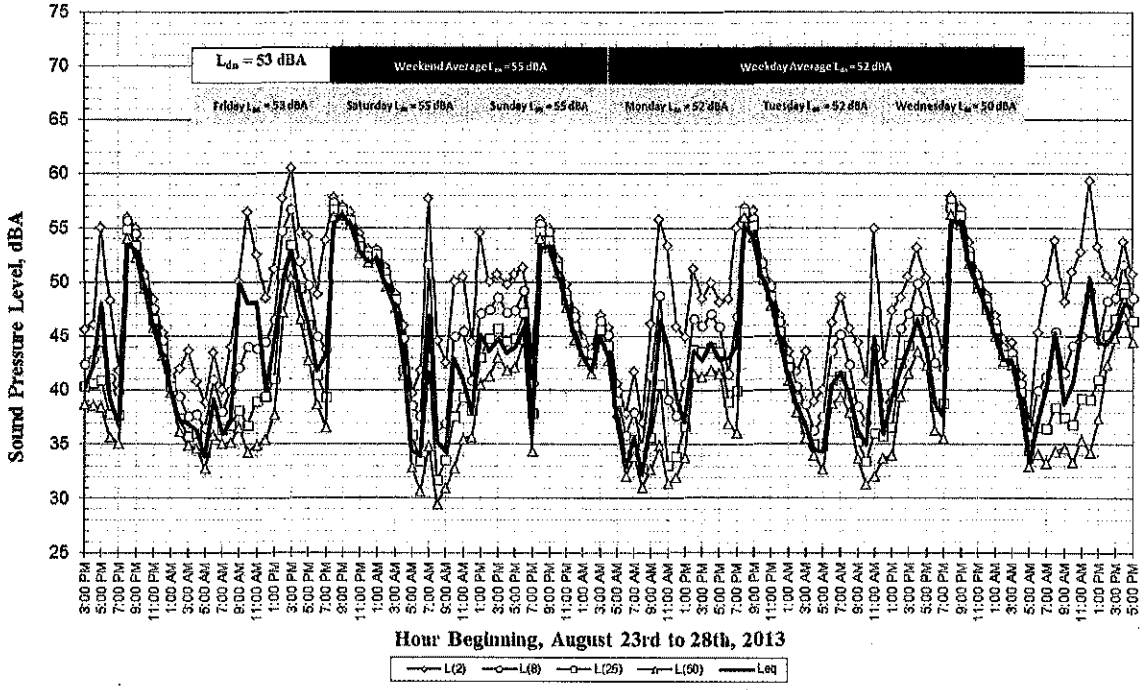


Figure 3. Measured Noise Levels at LT-2



From Figure 2, the daytime L_{eq} for the weekend (i.e., Saturday and Sunday) at LT-1 ranged from 42 to 57 dBA, with an average L_{eq} of 50 dBA. The nighttime L_{eq} for the weekend at LT-1 ranged from 36 to 56 dBA, with an average L_{eq} of 49 dBA. During the weekdays (i.e., Friday, Monday, Tuesday, and Wednesday), the average daytime and nighttime averages for L_{eq} ranged from 43 to 56 dBA, with an average of 50 dBA, and from 38 to 51 dBA, with an average of 46 dBA, respectively. The day-night average noise level, which is the L_{dn}, at LT-1 measured to be 55 dBA on the weekend and 53 dBA on the weekday. The overall L_{dn} for the entire testing period was 54 dBA. The chart in Figure 2 shows the average L_{dn} for each day of testing. The daytime and nighttime noise descriptors used to interpret the County's Noise Performance Standards at LT-1 for the measurement period are shown in Table 2.

For LT-2, which is shown in Figure 3, the average L_{eq} measurements from the weekend ranged from 34 to 56 dBA in the daytime, with an average of 49 dBA, and from 34 to 55 dBA in the nighttime, with an average of 48 dBA. On the weekdays, the average L_{eq} in the daytime ranged from 32 to 56 dBA, with an average of 48 dBA. In the nighttime, the average weekday L_{eq} ranged from 33 to 52 dBA, with an average of 45 dBA. The average weekend L_{dn} was 55 dBA, and on the weekday, the L_{dn} was approximately 52 dBA. The overall L_{dn} for the entire testing period at LT-2 was 53 dBA. The calculated L_{dn} for each day of testing is shown in Figure 3. The Noise Performance Standards at LT-2 are summarized in Table 2.

In comparing the hourly noise levels for each long-term measurement location, notice that the median noise levels, L_{50}, during the nighttime hours of 10:00 p.m. to 7:00 a.m. drop well-below 30 dBA on two different occasions near the roadway at LT-1 but barely drop as low as 30 dBA at LT-2 during the same period of time. This higher nighttime ambient noise further from the roadway is likely due to nighttime woodland insect noise.

Based on the results from LT-1 and LT-2, the L_{dn} levels measured on the weekend were approximately 2 to 3 dBA higher than on the weekdays. The weekend L_{eq} levels in the daytime were approximately 0 to 1 dBA higher than the weekdays, and in the nighttime, the weekend L_{eq} levels averaged to be approximately 3 dBA higher than on the weekdays. Since winery-related noise generally occurs at the same or higher rates on the weekends, ambient noise from the weekends will be used to conduct the impact assessment for the worst-case scenario.

Table 2: Measured Ambient Noise Levels

Hourly Noise Metric	Exterior Ambient Noise Levels			
	LT-1 (southern property line near Westside Road Noise)		LT-2 (eastern property line away from Westside Road Noise)	
	Avg. Daytime Level (Range)	Avg. Nighttime Level (Range)	Avg. Daytime Level (Range)	Avg. Nighttime Level (Range)
L_{50} (30 Min.)	**48** (34 to 58)	**47** (30 to 57)	**48** (32 to 57)	**47** (34 to 56)
L_{25} (15 Min.)	**52** (41 to 58)	**48** (33 to 57)	**49** (35 to 58)	**48** (36 to 56)
L_{08} (5 Min.)	**53** (43 to 59)	**48** (33 to 57)	**50** (35 to 58)	**48** (36 to 56)
L_{02} (1 Min.)	**57** (53 to 61)	**51** (38 to 59)	**53** (37 to 61)	**49** (37 to 56)

NOISE ASSESSMENT

Estimating the expected noise produced by, and impacts from, the proposed project at adjacent noise-sensitive uses requires three elements: 1) identification of what noise-producing operations are likely to occur; 2) the typical noise source levels for those operations; and 3) the temporal nature of the operations.

I. Identification of Noise-Producing Operations/Uses

There are a number of operations associated with wine production and events at the proposed facility that will produce noise. These include:

1. Project traffic;
2. Winery and seasonal production operations;
3. Maintenance and forklift operations; and
4. Special event noise.

II. Typical Noise Source Levels

To estimate the noise levels associated with project operations, some attention must be given to the temporal nature of the noise produced. Below each of the major winery-related noise-producing operations outlined above are discussed:

1. *Project Traffic* would produce the following type and range of traffic noise levels:
    a. Automobile and light-vehicle traffic accessing the tasting room would occur during the daytime hours, and noise produced is expected to include the sounds of vehicles accessing parking areas, engine starts, door slams, etc. These noises typically range from a maximum of 53 to 63 dBA at 50 feet (15 meters).
    b. The majority of truck traffic on the project site is expected to primarily access the winery building on the western side of Westside Road, though some truck traffic may also access other portions of the site. Noise levels generated by truck traffic are dependent on the size and speed of trucks; typically, maximum noise levels generated

by heavy-duty (i.e., semi-tractor trailer type) trucks would range from 70 dBA when traveling at constant speeds to 75 dBA when stopping/starting and maneuvering at a distance of 50 feet (15 meters). Medium (box type and delivery) trucks would typically have maximum levels ranging from 60 dBA when traveling at constant speeds to 65 dBA when stopping/starting and maneuvering at a distance of 50 feet.

2. *Winery and Seasonal Production Operations* would produce the following type and range of noise levels:
    a. Refrigeration equipment, as a maximum condition, is assumed to operate under constant conditions during the day and night. Though the model, type, and capacities of the cooling compressors for the facility are not specified, field measurements of such equipment show that sound levels from such equipment can produce levels between 50 and 65 dBA at 50 feet, with L_{50} noise levels of 60 dBA at 50 feet.
    b. Air compressors used for various processes in the facility typically cycle on and off based on the need for compressed air. Though the model, type, and capacities of the cooling compressors for the facility are not specified, we can estimate results based on field measurements of cooling compressors at other wineries. The equipment is expected to produce L_{50} sound levels of 62 dBA at 50 feet.
    c. Bottling would be constant on an hourly basis, although it is likely to occur for only a few weeks each year. Based on sound level measurements of bottling lines at other wineries, bottling operations can be expected to produce L_{50} sound levels between 65 and 70 dBA at 50 feet.
    d. Crush activities at medium to large-sized wineries typically occur for approximately two months each year. The majority of the noise sources associated with the crush include the operation of hoppers, presses, de-stemmers, separators, crushers, air compressors, forklifts, conveyors, etc. Average noise levels resulting from the crush are typically constant on an hourly basis. Individual pieces of crush-specific equipment, such as the separators and de-stemmers, are relatively quiet with sound levels around 50 dBA L_{eq} at approximately 50 feet. The composite crush activities at a large sized winery, such as a 60,000-case capacity facility, typically generate noise levels of approximately 66 dBA L_{eq} at a distance of 50 feet from the center of operations. During the crush, discrete maximum noise events, such as the setting of empty bins, may reach 70 to 80 dBA L_{max} or L_{02} at 50 feet from the center of operations.
3. *Maintenance and Forklift Operations* would produce intermittent noise depending upon the exact nature of the operation. These would likely occur at a much slower than a daily rate; although operations may span several hours, once initiated. Backup alarms (or beepers), which are repetitive and irritating by design, would also produce noise during these activities, and as with forklift operations, are expected to be intermittent by nature. Forklift use and associated backup alarm noise would be partially attenuated during crush-related activities by structure of the production building. Based on experience with other winery operations, it can be estimated that non-attenuated L_{08} noise levels from these operations may reach levels of 66 to 67 dBA at 50 feet.
4. *Special Events Noise*, such as concerts and weddings are not planned, nor requested, at the winery. The winery does plan to participate in industry-related events, averaging approximately 24 per year. Based on review of site plans, indoor events would be held in the building connected to the tasting room by a constructed bridge or within the walnut grove at the east boundary of the site. The events building will be located across the street from the production facilities. Table 3 summarizes typical noise levels generated by small-to-moderate sized events at distances of 50 feet from the source.

Table 3: Typical Noise Source Levels for Promotional Events (A-Weighted L_{50} Levels)

Event or Activity	Typical Noise Level @ 50 ft
Amplified Music[1]	72 dBA
Amplified Speech	71 dBA
Non-amplified (acoustic) Music	67 dBA
Films – Voices/Music	64 dBA
Raised Conversation	64 dBA

[2]Amplified concert-type music events are not proposed – such events would increase L_{50} noise levels to 80 dBA at 50 feet.

III. Propagation of sound

The final step in estimating the project noise levels is assessing the propagation of sound to the sensitive receptors. To do this, it is necessary to assume some rate of sound attenuation between the operations and receiver locations. The most dominant physical effect is due to the spreading out of sound waves with distance. For simple, single sources, such as fixed equipment and stationary truck operations, the divergence of the sound wave is hemispherical in nature, producing a reduction of 6 dB with each doubling of distance. For moving sources of noise, such as automobile traffic or truck movements, which are considered linear sources of noise, the divergence of the sound wave is cylindrical in nature, producing a reduction of 3 to 4 ½ dB with each doubling of distance. Other effects can modify these fall-off rates, such as partial shielding from buildings or topography, atmospheric attenuation of sound, ground absorption, and meteorological effects. These effects almost always reduce the noise, in addition to that due to sound divergence. As most of these effects will vary with time due to changing environmental conditions, it is most conservative to assume only attenuation due to divergence for outdoor activities and conservative (minimal) rate of structural attenuation (12 dBA) when operations are conducted within buildings, realizing that the actual noise level will be at or, most likely, below those predicted using this assumption at any one time.

To evaluate noise impacts on area noise sensitive uses, noise levels were propagated to three representative residences. There is also an existing farmhouse on the project site to the west of Westside Road. This residence is to be demolished, and therefore, does not require noise propagation calculations. Noise propagation calculations were completed on the following residences (see Figure 1 for locations):

1. *Residence 1*: This residence is located in the vicinity of LT-1. It is south of the project site on the same side of Westside Road as the tasting room and event barn and therefore on the opposite side as the wine production building. The residence is approximately 75 feet (23 meters) from the centerline of Westside Road. The front yard of this home is represented by the calculated noise levels for monitoring position LT-1.
2. *Residence 2*: This residence is also located to the south of the project site. Residence 2 is also south of Residence 1 and slightly west. Since Westside Road turns westward just south of Residence 1, the alignment of Residence 2 is such that it is located directly south of the wine production building. This property includes an outdoor pool area that is approximately 100 to 170 feet (30 to 52 meters) from the centerline of Westside Road. The front yard of the home ranges from 52 to 180 feet (16 to 55 meters) from the centerline of the roadway, and the front façade of the home is 190 to 215 feet (58 to 66 meters) from the roadway centerline. Due to the proximity of the home to LT-1, the calculated noise levels at this monitoring location are represented by LT-1 minus 3 dBA.
3. *Residence 3*: While on the same side of Westside Road as Residences 1 and 2, the geometry of the roadway is such that Residence 3 is southwest of the wine production building.

Positioned approximately 50 to 75 feet (15 to 23 meters) from the centerline of Westside Road, this home is also best represented by LT-1 plus 3 dBA.

Ambient noise levels at these residences under worst case (i.e., weekend) conditions were calculated using the sound level differences noted above and the measurement results shown in Table 2 for the long-term noise measurement, LT-1. Table 4 summarizes the calculated levels for all four residences.

Table 4. Calculated Ambient Noise Levels at Adjacent Noise-Sensitive Uses

Hourly Noise Metric	Exterior Ambient Noise Levels, dBA					
	Residence 1		Residence 2		Residence 3	
	Avg. Daytime Level	Avg. Nighttime Level	Avg. Daytime Level	Avg. Nighttime Level	Avg. Daytime Level	Avg. Nighttime Level
L_{50} (30 min.)	48	47	45	44	51	50
L_{25} (15 min.)	52	48	49	45	55	51
L_{08} (5 min.)	53	48	50	45	56	51
L_{02} (1 min.)	57	51	54	48	60	54

IMPACT ASSESSMENT

Impact 1: Traffic, Parking Lot and Truck Noise

Automobile parking and traffic

On the east side Westside Road where the tasting room and office and industry accommodations are located, the existing driveways and parking areas will be used. The parking lot will be enhanced, but the general location will remain the same. Residence 1 (represented by LT-1 at the southern boundary of the winery property) is approximately 960 feet from the nearest parking area; Residences 2 (located further south of LT-1 along Westside Road) and 3 (located to the west of LT-1, also along Westside Road) are approximately 1,220 and 1,210 feet, respectively, from the nearest parking area. Based on these distances, noise generated by automobile and light vehicles would be between 28 and 38 dBA at Residence 1 and between 25 and 35 dBA at both Residences 2 and 3. Given the expected visitor and employee use, these activities are expected to occur for less than five minutes out of an hour on a typical day and fall in the L_{02} NE-2 daytime category of 65 dBA (see Table 1). However, during events or on busy weekends, such activities may occur more frequently and fall in the L_{08} NE-2 daytime category of 60 dBA. The ambient noise environment in this area is described by measurements at site LT-1. Table 5 summarizes the assessment of automobile noise in driveways and in parking lots.

Based on this finding, noise levels associated with automobiles and light vehicles using the project driveways and parking lots would not exceed the daytime NE-2 noise standards at the nearest residences.

Table 5. Driveway and Parking Lot Automobile L_{08} Noise Levels

	L_{08} (Noise Level Exceeded 5 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	60	60	60
Daytime Ambient Noise Levels	53	50	56
Ambient Exceeds NE-2 Limit	No	No	No
NE-2 Adjustment	+0	+0	+0
Driveway/Parking Lot Noise at Receiver	**28 to 38**	**25 to 35**	**25 to 35**
Operations Exceed Ambient by 10 dBA?	No	No	No
NE-2 Adjustment	+0	+0	+0
Adjusted Table NE-2 Daytime Limit	60	60	60
Driveway/Parking Noise Exceeds NE-2?	No	No	No

Truck traffic

Trucks visiting the winery site will use the new driveway to access the wine production facility on the west side of the roadway. This main winery access path will take constant speed and maneuvering trucks within respective distances of approximately 1,170 to 1,335 feet of Residence 1, 1,290 to 1,595 feet of Residence 2, and 1,200 to 1,515 feet of Residence 3. Using these distances, noise generated by heavy-duty trucks may range from 48 to 56 dBA at Residence 1 and from 47 to 55 dBA at both Residences 2 and 3. The noise generated by medium-duty trucks ranged from 38 to 46 dBA at Residence 1 and from 37 to 45 dBA at Residences 2 and 3. Truck operations are expected to occur during daytime hours only and on a basis of one to five minutes per hour, or less, since it is unlikely that more than one heavy truck would arrive and depart during any given hour. Thus, truck operations would fall in the L_{02} NE-2 category of 65 dBA (see Table 1) at the adjacent residential uses. Table 6, below, presents and summarizes the assessment of truck traffic noise.

Based on these findings, noise associated with truck traffic at the project is not expected to exceed daytime NE-2 noise standards at the nearest residences.

Table 6. Truck L_{02} Noise Levels

	L_{02} (Noise Level Exceeded 1 minute in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	65	65	65
Daytime Ambient Noise Levels	57	54	60
Ambient Exceeds NE-2 Limit	No	No	No
NE-2 Adjustment	+0	+0	+0
Heavy Truck Operations at Receiver	**48 to 56**	**47 to 55**	**47 to 55**
Medium Truck Operations at Receiver	**38 to 46**	**37 to 45**	**37 to 45**
Operations Exceed Ambient by 10 dBA?	No	No	No
NE-2 Adjustment	+0	+0	+0
Adjusted Table NE-2 Daytime Limit	65	65	65
Truck Traffic Noise Exceeds NE-2?	No	No	No

Mitigation 1: None Needed

Impact 2: Mechanical Equipment Noise

The project would likely include noise-generating mechanical equipment, such as air-cooled condensing units, pumps, and compressors, at the wine production facility, as well as less-significant sources of noise, such as air-conditioning systems and exhaust fans. The project description and drawings do not indicate the location of such equipment. This equipment may be

located within the structures or positioned so that the structures provide shielding for noise caused by the equipment. However, considering a worst case scenario where the equipment is placed outside of production buildings and not shielded from the adjacent residences, the equipment may be located as close as 1,210 feet from Residence 1, as 1,300 feet from Residence 2, and as close as 1,170 feet from Residence 3.

Using the source levels discussed above and a 6 dB sound reduction for each doubling of the distance between the noise source and the receivers, constant L_{50} noise levels from mechanical equipment may be between an L_{50} of 32 and 34 dBA at Residences 1 and 2 and between an L_{50} of 33 and 35 dBA at Residence 3. Table 7, below, summarizes the assessment of mechanical equipment noise.

Table 7. Mechanical Equipment L_{50} Noise Levels

	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Adjustment	+0	+0	+1
Unadjusted Table NE-2 Nighttime Limit	45	45	45
Nighttime Ambient Noise Levels	47	44	50
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**	No	**Yes**
Nighttime NE-2 Adjustment	+2	+0	+5
Mechanical Equipment Noise at Receiver	**32 to 34**	**32 to 34**	**33 to 35**
Operations Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	50	50	51
Adjusted Table NE-2 Nighttime Limit	47	45	50
Mechanical Equipment Noise Exceeds NE-2?	No (day & night)	No (day & night)	No (day & night)

Based on these findings, noise associated with mechanical equipment is not expected to exceed daytime or nighttime NE-2 noise standard at the nearest residences.

Mitigation 2: None Needed

Impact 3: Crush-Related Noise

Annual crush-related activities would take place within the new wine production building. The crush pad & press equipment room will be located on the first floor and on the western side of the building, which indicates considerable shielding of crush-related noise by the building itself from the nearby residences. Based on the Winery Floor Plans provided, the space above the crush pad will be open to the second floor, but it is unclear if the area will be open or closed to nature. Assuming the worst case scenario, crush-related activities will be considered to occur outdoors. From the plans for the project site and the building plans, the future location of the crush pad was estimated, and using Google Earth, the distances to the each residence was approximated. The crush pad will be within 1,280 feet of Residence 1, within 1,400 feet of Residence 2 and within 1,275 feet of Residence 3. Using the source levels discussed above and a 6 dB sound reduction for each doubling of the distance, constant L_{50} noise levels from crush-related activities would be approximately 38 dBA at Residence 1, 37 dBA at Residence 2, and 38 dBA at Residence 3. Table 8, below, summarizes these calculations. The maximum noise events discussed above, such as bin drops, etc., would be an L_{02} of 42 to 52 dBA at Residence 1, 41 to

51 dBA at Residence 2, and 42 to 52 dBA at Residence 3. Table 9 summarizes the maximum noise events assessment of crush-related activities.

Based on the findings shown, noise associated with crush related noise is not expected to exceed daytime or nighttime NE-2 noise standard at the nearest residences.

Table 8. Crush-Related L_{50} Noise Levels

	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Adjustment	+0	+0	+1
Unadjusted Table NE-2 Nighttime Limit	45	45	45
Nighttime Ambient Noise Levels	47	44	50
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**	No	**Yes**
Nighttime NE-2 Adjustment	+2	+0	+5
Crush-Related Noise at Receiver	**38**	**37**	**38**
Operations Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	50	50	51
Adjusted Table NE-2 Nighttime Limit	47	45	50
Crush-Related Noise Exceeds NE-2?	No (day & night)	No (day & night)	No (day & night)

Table 9. Crush-Related L_{02} Noise Levels

	L_{02} (Noise Level Exceeded 1 minute in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	65	65	65
Daytime Ambient Noise Levels	57	54	60
Daytime Ambient Exceeds NE-2 Limit?	No	No	No
Daytime NE-2 Adjustment	+0	+0	+0
Unadjusted Table NE-2 Nighttime Limit	60	60	60
Nighttime Ambient Noise Levels	51	48	54
Nighttime Ambient Exceeds NE-2 Limit?	No	No	No
Nighttime NE-2 Adjustment	+0	+0	+0
Crush-Related Noise at Receiver	**42 to 52**	**41 to 51**	**42 to 52**
Operations Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	65	65	65
Adjusted Table NE-2 Nighttime Limit	60	60	60
Crush-Related Noise Exceeds NE-2?	No (day & night)	No (day & night)	No (day & night)

Mitigation 3: None Needed

Impact 4: Bottling Noise

According to the building floor plans provided, bottling will be done in the production facility area, next to the truck access loading zone. The building will provide shielding from noise created during bottling activities. The distances from the bottling area to the nearby residences are as follows: 1,225 feet from Residence 1, 1,345 feet from Residence 2, and 1,200 feet from Residence 3. Based on these distances and the noise shielding, noise from bottling activities are expected to be an L_{50} of 37 to 42 dBA at Residence 1, an L_{50} of 36 to 41 dBA at Residence 2, and an L_{50} of 37 to 42 dBA at Residence 3. Table 10 summarizes the assessment of bottling noise.

Table 10. Bottling L_{50} Noise Levels

	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Adjustment	+0	+0	+1
Unadjusted Table NE-2 Nighttime Limit	45	45	45
Nighttime Ambient Noise Levels	47	44	50
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**	No	**Yes**
Nighttime NE-2 Adjustment	+2	+0	+5
Bottling Noise at Receiver	**37 to 42**	**36 to 41**	**37 to 42**
Operations Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	50	50	51
Adjusted Table NE-2 Nighttime Limit	47	45	50
Bottling Noise Exceeds NE-2?	No (day & night)	No (day & night)	No (day & night)

Based on these findings, noise associated with bottling is not expected to exceed daytime or nighttime NE-2 noise standard at any of the adjacent residences.

Mitigation 4: None Needed

Impact 5: Maintenance and Forklift Operations

Forklift and maintenance operations would likely take place on the first floor inside the new winery building, in the outdoor crushing and receiving areas, and possibly in the winery caves. Such activities within the winery building would receive significant noise shielding from the building and are not analyzed here. The crushing area would also receive considerable shielding from the building. Outdoor forklift and maintenance operations are considered a worst-case condition and are analyzed. Based on a review of project drawings, the outdoor area closest to the adjacent residences would be the receiving area/truck access, which was mentioned above as being within 1,335 feet of Residence 1, within 1,595 feet of Residence 2, and within 1,515 feet of Residence 3. Using the source levels discussed above and a 6 dB sound reduction for each doubling of the distance between the noise source and the receivers, noise from forklift and maintenance operations activities are expected to be an L_{08} of between 37 and 38 dBA at Residence 1 and an L_{08} of between 36 and 37 dBA at Residences 2 and 3. Table 11, following, summarizes the assessment of noise due to forklift and maintenance operations. Note, forklift and maintenance operations will only occur during the daytime hours.

Table 11. Forklift and Maintenance L_{08} Noise Levels

	L_{08} (Noise Level Exceeded 5 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	60	60	60
Daytime Ambient Noise Levels	53	50	56
Ambient Exceeds NE-2 Limit?	No	No	No
NE-2 Adjustment	+0	+0	+0
Forklift/Maintenance Operations at Receiver	**37 to 38**	**36 to 37**	**36 to 37**
Operations Exceed Ambient by 10 dBA?	No	No	No
NE-2 Adjustment	+0	+0	+0
Adjusted Table NE-2 Daytime Limit	60	60	60
Forklift/Maintenance Operations Noise Exceed NE-2?	No	No	No

Based on these findings, noise associated with forklift and maintenance operations is not expected to exceed daytime NE-2 noise standard at the nearest residences.

Mitigation 5: None Needed

Impact 6: Event Noise at adjacent residential uses

Special events, such as concerts and weddings, are not planned, nor requested at the winery; however, the winery does plan to participate in county-wide industry events. The project application includes provisions for 24 special events per year, including 10 events with 30 persons in attendance, five 60-person catered events, participation in five 120-person industry-wide events, and four 250-person outdoor events. For an event consisting of 250 persons, a staff of approximately 12 people is expected.

A review of the project site plans indicates that outdoor events may be held either on the east side of Westside Road in the vicinity of the tasting room and barn or in the picnic grove area located along the eastern boundary of the property near LT-2. Indoor events would be held inside the tasting room or barn. The production facility on the west side of the roadway will only be opened to guests by invitation only. Events occurring within the winery buildings would receive noise shielding from the building structures estimated at 12 dBA (assuming open windows and/or doors). However, the outdoor events held in the garden area or yard between the tasting room/barn and Westside Road, in the yard south of the barn, in the yard east of the barn, or in the picnic grove area would receive little to no noise attenuation from intervening terrain or building structures at Residences 1, 2, and 3. The outdoor area between the tasting room and the barn would have some shielding from the barn structure.

Based on a review of aerial photos and the project site plan, distance information obtained using Google Earth indicates that outdoor events that take place around the tasting room and events barn could be situated as close as 690 feet from Residence 1, 900 feet from Residence 2, and 915 feet from Residence 3. The outdoor events taking place in the picnic grove area would be approximately 1,525 feet from Residence 1, 1,775 feet from Residence 2, and 1,900 feet from Residence 3. The event space and guest rooms located in the barn are the closest indoor rooms for events. From the maps, indoor events at these locations would be as close as 885 feet from Residence 1, 1,100 feet from Residence 2, and 1,110 feet from Residence 3. Using these distances and the noise shielding considerations for outdoor and indoor events, the L_{50} sound levels for the typical noise source levels listed in Table 3 for outdoor and indoor events have been calculated at Residences 1, 2, and 3. Tables 12 and 13 summarize the assessments for

outdoor special events noise around the winery and in the picnic grove area, respectively. Table 14 summarizes the assessment for the indoor special events noise.

Table 12. Outdoor Special Events L_{50} Noise Levels in the Vicinity of the Winery

NE-2 Limits, Ambient Noise Levels, and Adjustments	**L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA**		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Ambient Adjustment	+0	+0	+1
NE-2 Adjustment for Speech and Music	-5	-5	-5
Unadjusted Table NE-2 Nighttime Limit	45	45	45
Nighttime Ambient Noise Levels	47	44	50
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**	No	**Yes**
Nighttime NE-2 Ambient Adjustment	+2	+0	+5
NE-2 Adjustment for Speech and Music	-5	-5	-5
Special Event L_{50} Noise Levels	**Residence 1**	**Residence 2**	**Residence 3**
Outdoor Amplified Music	49	47	47
Outdoor Amplified Speech	48	46	46
Outdoor Non-Amplified Music	44	42	42
Outdoor Films – Voices/Music	41	39	39
Outdoor Raised Conversation	41	39	39
Adjusted NE-2 Limits and Compliance	**Residence 1**	**Residence 2**	**Residence 3**
Event Noises Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	45	45	46
Adjusted Table NE-2 Nighttime Limit	42	40	45
Amplified Music Noise Exceeds Adjusted NE-2?	**Yes (day & night)**	**Yes (day & night)**	**Yes (day & night)**
Amplified Speech Exceeds Adjusted NE-2?	**Yes (day & night)**	**Yes (day & night)**	No (day) **Yes (night)**
Non-Amplified Music Exceeds Adjusted NE-2?	No (day) **Yes (night)**	No (day) **Yes (night)**	No (day & night)
Films – Voices/Music Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)
Raised Conversation Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)

Based on the findings shown in Table 12, all daytime and nighttime outdoor events would exceed County NE-2 standards at Residences 1, 2, and 3 in the amplified music and speech categories, except amplified speech during daytime hours at Residence 3. Additionally, non-amplified music NE-2 standards would also be exceeded at nighttime at Residences 1 and 2.

Table 13. Outdoor Special Events L_{50} Noise Levels in the Picnic Grove Area

NE-2 Limits, Ambient Noise Levels, and Adjustments	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Ambient Adjustment	+0	+0	+1
NE-2 Adjustment for Speech and Music	-5	-5	-5
Unadjusted Table NE-2 Nighttime Limit	45	45	45
Nighttime Ambient Noise Levels	47	44	50
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**	No	**Yes**
Nighttime NE-2 Ambient Adjustment	+2	+0	+5
NE-2 Adjustment for Speech and Music	-5	-5	-5
Special Event L_{50} Noise Levels	**Residence 1**	**Residence 2**	**Residence 3**
Outdoor Amplified Music	42	41	40
Outdoor Amplified Speech	41	40	39
Outdoor Non-Amplified Music	37	36	35
Outdoor Films – Voices/Music	34	33	32
Outdoor Raised Conversation	34	33	32
Adjusted NE-2 Limits and Compliance	**Residence 1**	**Residence 2**	**Residence 3**
Event Noises Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	45	45	46
Adjusted Table NE-2 Nighttime Limit	42	40	45
Amplified Music Noise Exceeds Adjusted NE-2?	No (day & night)	No (day) **Yes (night)**	No (day & night)
Amplified Speech Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)
Non-Amplified Music Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)
Films – Voices/Music Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)
Raised Conversation Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)

Based on the findings shown in Table 13, the only County NE-2 standard that would be exceeded during an outdoor event in the picnic grove area, as measured at Residence 2, would be amplified music in the nighttime. And note that this only standard would be exceeded by only one dBA. There are no calculations shown in Table 13 during the daytime hours that would exceed the County NE-2 standards at any residence.

Table 14. Indoor Special Events L_{50} Noise Levels

NE-2 Limits, Ambient Noise Levels, and Adjustments	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Ambient Adjustment	+0	+0	+1
NE-2 Adjustment for Speech and Music	-5	-5	-5
Unadjusted Table NE-2 Nighttime Limit	45	45	45
Nighttime Ambient Noise Levels	47	44	50
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**	No	**Yes**
Nighttime NE-2 Ambient Adjustment	+2	+0	+5
NE-2 Adjustment for Speech and Music	-5	-5	-5
Special Event L_{50} Noise Levels	**Residence 1**	**Residence 2**	**Residence 3**
Outdoor Amplified Music	35	33	33
Outdoor Amplified Speech	34	32	32
Outdoor Non-Amplified Music	30	28	28
Outdoor Films – Voices/Music	27	25	25
Outdoor Raised Conversation	27	25	25
Adjusted NE-2 Limits and Compliance	**Residence 1**	**Residence 2**	**Residence 3**
Event Noises Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	45	45	46
Adjusted Table NE-2 Nighttime Limit	42	40	45
Amplified Music Noise Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)
Amplified Speech Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)
Non-Amplified Music Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)
Films – Voices/Music Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)
Raised Conversation Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)

Based on the findings shown in Table 14, daytime or nighttime indoor events with amplified music, amplified speech, non-amplified music, films, or raised conversations would not exceed the County NE-2 standards at any of the three adjacent residences.

Mitigation 6: Special/Promotional Events

The findings above show that during outdoor events taking place near the winery buildings, amplified music and speech exceed the County NE-2 standards at Residences 1 and 2, during the daytime and nighttime. At Residence 3, the amplified music standard would be exceeded during the daytime and nighttime, as well as the amplified speech standard in the nighttime. Additionally, the non-amplified music standard would also be exceeded in the nighttime hours at Residences 1 and 2. In the picnic grove area, however, the only County NE-2 standard that would be exceeded is amplified music at nighttime. This would occur only at Residence 2. Since even noise has the potential to result in levels exceeding the standard fairly significantly, the following measures should be included in the project:

1. Amplified music and speech at events should only occur during daytime hours within the events barn or tasting room buildings or in the picnic grove.
2. Outdoor events in the vicinity of the winery with non-amplified outdoor music and/or speech may occur outdoors only during daytime hours (7:00 a.m. to 10:00 p.m.).
3. Any outdoor event occurring beyond 10:00 p.m. should be moved indoors.

4. A noise management plan should be developed for daytime outdoor events with amplified music to allow for these events to be held in accordance with provision 4 of NE-1c of the Sonoma County Noise Element. Through this provision, allowable noise exposures can increase by 5 dB. As such, up to six daytime events with amplified music would be allowed, as predicted noise levels would fall at or below the short-term noise source limit.

APPENDIX A:
FUNDAMENTAL CONCEPTS OF ENVIRONMENTAL ACOUSTICS

Noise may be defined as unwanted sound. Noise is usually objectionable because it is disturbing or annoying. The objectionable nature of sound may be caused by either its *pitch* or its loudness. *Pitch* is the height or depth of a tone or sound, depending on the relative rapidity (frequency) of the vibrations by which it is produced. Higher pitched signals sound louder to humans than sounds with a lower pitch. *Loudness* is intensity of sound waves combined with the reception characteristics of the ear. Intensity may be compared with the height of an ocean wave in that it is a measure of the amplitude of the sound wave.

In addition to the concepts of pitch and loudness, there are several noise measurement scales that are used to describe noise in a particular location. *A decibel (dB)* is a unit of measurement that indicates the relative amplitude of a sound. The zero on the decibel scale is based on the lowest sound level that the healthy, unimpaired human ear can detect. Sound levels in decibels are calculated on a logarithmic basis. An increase of 10 decibels represents a ten-fold increase in acoustic energy, while 20 decibels is 100 times more intense, 30 decibels is 1,000 times more intense, etc. There is a relationship between the subjective noisiness or loudness of a sound and its intensity. Each 10-decibel increase in sound level is perceived as approximately a doubling of loudness over a fairly wide range of intensities. Technical terms are defined in Table 1. There are several methods of characterizing sound. The most common in California is the *A-weighted sound level or dBA.* This scale gives greater weight to the frequencies of sound to which the human ear is most sensitive. Representative outdoor and indoor noise levels in units of dBA are shown in Table 2.

Because sound levels can vary markedly over a short period of time, a method for describing either the average character of the sound or the statistical behavior of the variations must be utilized. Most commonly, environmental sounds are described in terms of an average level that has the same acoustical energy as the summation of all the time-varying events. This energy-equivalent sound/noise descriptor is called L_{eq}. The most common averaging period is hourly, but L_{eq} can describe any series of noise events of arbitrary duration.

The scientific instrument used to measure noise is the sound level meter. Sound level meters can accurately measure environmental noise levels to within about plus or minus 1 dBA. Various computer models are used to predict environmental noise levels from sources, such as roadways and airports. The accuracy of the predicted models depends upon the distance the receptor is from the noise source. Close to the noise source, the models are accurate to within about plus or minus 1 to 2 dBA.

TERM	DEFINITIONS
Decibel, dB	A unit describing the amplitude of sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micropascals (20 micronewtons per square meter).
Frequency, Hz	The number of complete pressure fluctuations per second above and below atmospheric pressure.
A-Weighted Sound Level, dBA	The sound pressure level in decibels as measured on a sound level meter using the A-weighting filter network. The A-weighting filter de-emphasizes the very low and very high frequency components of the sound in a manner similar to the frequency response of the human ear and correlates well with subjective reactions to noise. All sound levels in this report are A-weighted, unless reported otherwise.
L_{01}, L_{10}, L_{50}, L_{90}	The A-weighted noise levels that are exceeded 1%, 10%, 50%, and 90% of the time during the measurement period.
Equivalent Noise Level, L_{eq}	The average A-weighted noise level during the measurement period.
Day/Night Noise Level, L_{dn}	The average A-weighted noise level during a 24-hour day, obtained after addition of 10 decibels to levels measured in the night between 10:00 pm and 7:00 am.
L_{max}, L_{min}	The maximum and minimum A-weighted noise level during the measurement period.
Ambient Noise Level	The composite of noise from all sources near and far. The normal or existing level of environmental noise at a given location.
Intrusive	That noise which intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends upon its amplitude, duration, frequency, and time of occurrence and tonal or informational content as well as the prevailing ambient noise level.

Definitions Of Acoustical Terms **Table 1**

ILLINGWORTH & RODKIN, INC.*/Acoustical Engineers*

Since the sensitivity to noise increases during the evening and at night -- because excessive noise interferes with the ability to sleep -- 24-hour descriptors have been developed that incorporate artificial noise penalties added to quiet-time noise events. The *Day/Night Average Sound Level, Ldn,* is a measure of the cumulative noise exposure in a community, with a 10 dB penalty added to nighttime (10:00 pm - 7:00 am) noise levels.

At a Given Distance From Noise Source	A-Weighted Sound Level in Decibels	Noise Environments	Subjective Impression
	140		
Civil Defense Siren (100')	130		
Jet Takeoff (200')	120		Pain Threshold
	110	Rock Music Concert	
Diesel Pile Driver (100')	100		Very Loud
	90	Boiler Room	
Freight Cars (50')		Printing Press Plant	
Pneumatic Drill (50')	80		
Freeway (100')		In Kitchen With Garbage	
Vacuum Cleaner (10')	70	Disposal Running	Moderately Loud
	60	Data Processing Center	
Light Traffic (100')	50	Department Store	
Large Transformer (200')			
	40	Private Business Office	Quiet
Soft Whisper (5')	30	Quiet Bedroom	
	20	Recording Studio	
	10		Threshold of Hearing
	0		

Typical Sound Levels Measured In The Environment And Industry — **Table 2**

ILLINGWORTH & RODKIN, INC./Acoustical Engineers

Effects of Noise

Sleep and Speech Interference: The thresholds for speech interference indoors are about 45 dBA if the noise is steady and above 55 dBA if the noise is fluctuating. Outdoors the thresholds are about 15 dBA higher. Steady noise of sufficient intensity; above 35 dBA, and fluctuating noise levels above about 45 dBA have been shown to affect sleep. Interior residential standards for multi-family dwellings are set by the State of California at 45 dBA L_{dn}. Typically, the highest steady traffic noise level during the daytime is

about equal to the L_{dn} and nighttime levels are 10 dBA lower. The standard is designed for sleep and speech protection and most jurisdictions apply the same criterion for all residential uses. Typical structural attenuation is 12-17 dBA with open windows. With closed windows in good condition, the noise attenuation factor is around 20 dBA for an older structure and 25 dBA for a newer dwelling. Sleep and speech interference is therefore possible when exterior noise levels are about 57-62 dBA L_{dn} with open windows and 65-70 dBA L_{dn} if the windows are closed. Levels of 55-60 dBA are common along collector streets and secondary arterials, while 65-70 dBA is a typical value for a primary/major arterial. Levels of 75-80 dBA are normal noise levels at the first row of development outside a freeway right-of-way. In order to achieve an acceptable interior noise environment, bedrooms facing secondary roadways need to be able to have their windows closed, those facing major roadways and freeways typically need special glass windows.

Annoyance: Attitude surveys are used for measuring the annoyance felt in a community for noises intruding into homes or affecting outdoor activity areas. In these surveys, it was determined that the causes for annoyance include interference with speech, radio and television, house vibrations, and interference with sleep and rest. The L_{dn} as a measure of noise has been found to provide a valid correlation of noise level and the percentage of people annoyed. People have been asked to judge the annoyance caused by aircraft noise and ground transportation noise. There continues to be disagreement about the relative annoyance of these different sources. When measuring the percentage of the population highly annoyed, the threshold for ground vehicle noise is about 55 dBA L_{dn}. At an L_{dn} of about 60 dBA, approximately 2 percent of the population is highly annoyed. When the L_{dn} increases to 70 dBA, the percentage of the population highly annoyed increases to about 12 percent of the population. There is, therefore, an increase of about 1 percent per dBA between an L_{dn} of 60-70 dBA. Between an L_{dn} of 70-80 dBA, each decibel increase increases by about 2 percent the percentage of the population highly annoyed. People appear to respond more adversely to aircraft noise. When the L_{dn} is 60 dBA, approximately 10 percent of the population is believed to be highly annoyed. Each decibel increase to 70 dBA adds about 2 percentage points to the number of people highly annoyed. Above 70 dBA, each decibel increase results in about a 3 percent increase in the percentage of the population highly annoyed.

ENVIRONMENTAL NOISE ASSESSMENT
RAMEY WINERY PROJECT
7097 WESTSIDE ROAD
SONOMA COUNTY, CALIFORNIA

October 9, 2013
Revised October 2, 2014

Revised in 2015.

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Prepared for:

Mr. David Ramey
Ramey Vineyards, LLC
202 Haydon Street
P.O. Box 788
Healdsburg, CA 95448

Prepared by:

Carrie Janello
ILLINGWORTH & RODKIN, INC.
Acoustics & Air Quality
1 Willowbrook Court, Suite 120
Petaluma, CA 94954
(707) 794-0400

Job No. 13-155

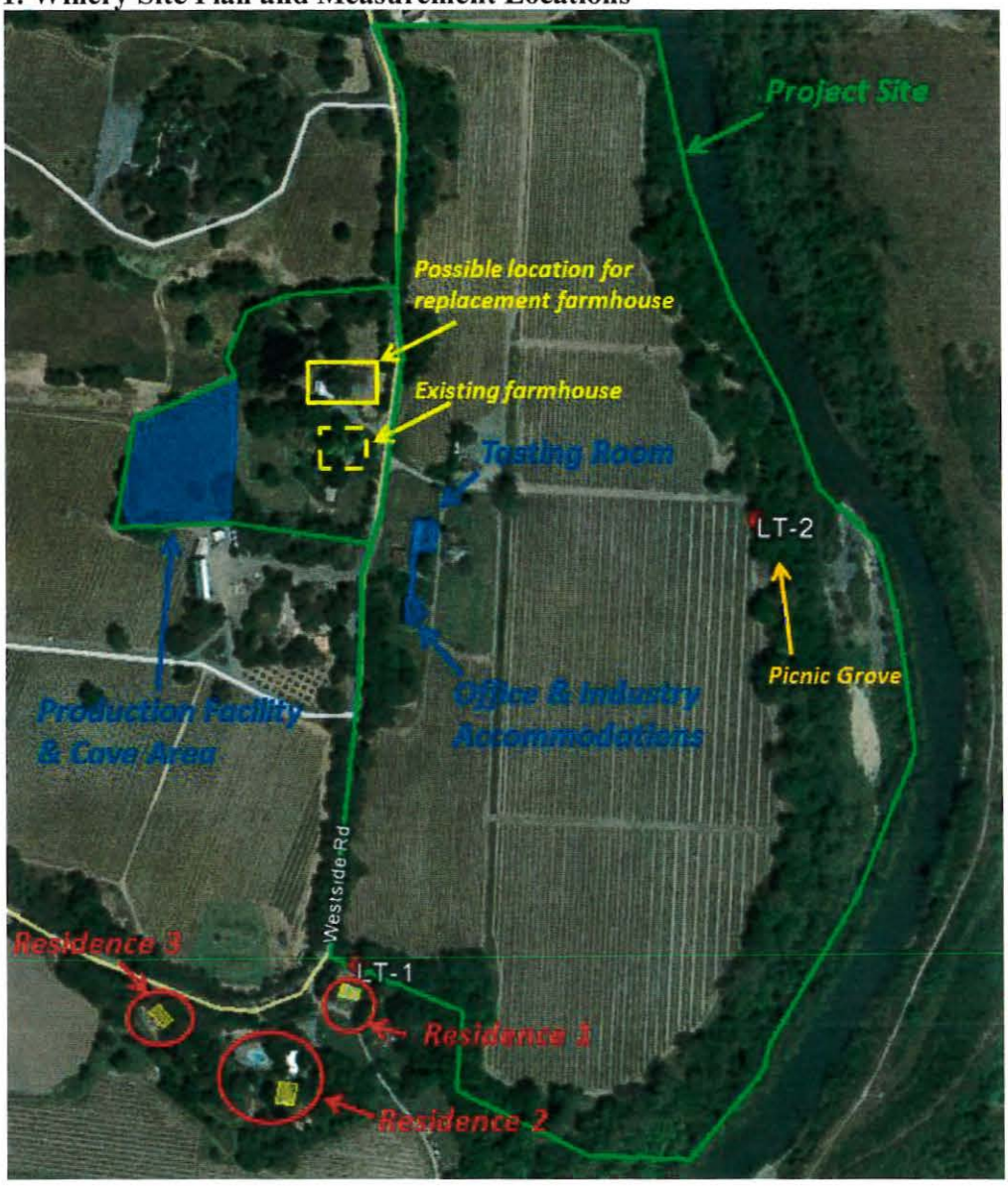
INTRODUCTION

This noise assessment evaluates the existing noise environment and the potential for increased noise as a result of the proposed Ramey Wine Cellars Project (Project) on a parcel located at 7097 Westside Road near the City of Healdsburg in an unincorporated area of Sonoma County. Figure 1 shows a site map of the property. The proposed project includes production of 60,000 cases of wine, a tasting room, retail sales, and an area designated for trade-related special events. On the eastern side of Westside Road, the existing hop kiln will be converted into a public tasting room, and the existing hop barn will be converted into a private marketing space with a kitchen and two guest rooms. The two buildings will be connected by a bridge, which will also be constructed. On the western side the roadway, a new 60,000-case winery production facility with a cave area for wine barrel storage will be constructed. These facilities will not be open to the public except by invitation. Additionally, entryways, driveways, parking, walkways and site accessibility features are included in the project.

The winery operations will include public tasting, retail sales, and trade-related special events. The staff will include fifteen employees between the winery and the tasting room. On average, 52 visitors per day is expected for tasting. The Project application includes provisions for 24 special events per year. These include 10 events with 30 people in attendance, five 60-person catered events, participation in five 120-person industry-wide events, and four 300-person outdoor events.

The winery is situated on a 75-acre parcel of land formerly occupied by Westside Farms. The property is bordered to the north by Gracianna Winery, to the northwest by Arista Winery, to the west by Williams Selyem Winery, and to the south and east by the Russian River. On the opposite side of the river is Riverfront Regional Park. To the south of the property lie single-family residences, as well. This report includes a summary of applicable noise regulations, the results of a noise monitoring survey conducted for the Project, and an assessment of noise impacts and mitigation measures necessary to meet the applicable County standards at adjacent noise sensitive land uses. Persons not familiar with environmental noise analysis are referred to Appendix A for additional discussion.

Figure 1. Winery Site Plan and Measurement Locations



REGULATORY BACKGROUND

The Sonoma County Noise Element of the 2000 General Plan identifies a goal to:

> *Protect people from the adverse effects of exposure to excessive noise and to achieve an environment in which people and land uses function without impairment from noise.*

The following policies, which are applicable for use at the Project, are intended to achieve this goal:

NE-1c: Control non-transportation-related noise from new projects. The total noise level resulting from new sources shall not exceed the standards in Table NE-2 of the recommended

revised policies as measured at the exterior property line of any adjacent noise-sensitive land use. Limit exceptions to the following:

1. If the ambient noise level exceeds the standard in Table NE-2, adjust the standard to equal the ambient level, up to a maximum of five dBA above the standard, provided that no measurable increase (i.e., +/- 1.5 dBA) shall be allowed.
2. Reduce the applicable standards in Table NE-2 by five dBA for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises, such as pile drivers and barking dogs at kennels.
3. Reduce the applicable standards in Table NE-2 by five dBA if the proposed use exceeds the ambient level by 10 dBA or more.
4. For short-term noise sources, which are permitted to operate no more than six days per year, such as concerts or race events, the allowable noise exposures shown in Table NE-2 may be increased by five dB. These events shall be subject to a noise management plan, including provisions for maximum noise level limits, noise monitoring, complaint response, and allowable hours of operation. The plan shall address potential cumulative noise impacts from all events in the area.
5. Noise levels may be measured at the location of the outdoor activity area of the noise-sensitive land use, rather than at the exterior property line of the adjacent noise-sensitive use, where:
    a. The property on which the noise-sensitive use is located has already been substantially developed pursuant to its existing zoning, and
    b. There is available open land on these noise-sensitive lands for noise attenuation.

    Note, this exception may not be used for vacant properties, which are zoned to all noise-sensitive uses.

Table 1. Maximum Allowable Noise Exposures for Non-Transportation Sources (Table NE-2)

Hourly Noise Metric[1]	Maximum Exterior Noise Level Standards, dBA	
	Daytime: 7:00 a.m. to 10:00 p.m.	Nighttime: 10:00 p.m. to 7:00 a.m.
L_{50} (30 minutes in any hour)	50	45
L_{25} (15 minutes in any hour)	55	50
L_{08} (5 minutes in any hour)	60	55
L_{02} (1 minute in any hour)	65	60

[1]The sound level exceeded n% of the time in any hour. For example, the L_{50} is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L_{02} is the sound level exceeded one minute in any hour.

EXISTING NOISE ENVIRONMENT

AMBIENT NOISE LEVELS

The primary ambient source of noise in the project area is the traffic along Westside Road. Other contributors to noise include airplanes flying overhead and agricultural-related activities in the area. To evaluate ambient noise levels on the project site at the closest noise-sensitive land uses, an ambient noise monitoring survey, consisting of two long-term noise measurements, was conducted between 3:00 p.m. on Friday, August 23, 2013, and 5:00 p.m. on Wednesday, August 28, 2013. LT-1 was located on the southern end of the property, approximately 110 feet (34 meters) from the centerline of Westside Road. This location represents the neighboring single-family residences. LT-2 was located at the tree line on the eastern boundary of the project site. Positioned approximately 185 feet (56 meters) from the Russian River, this long-term measurement location captured ambient noise away from Westside Road, which is in the vicinity

of Riverfront Regional Park. Figure 1 shows the approximate locations of both measurement sites.

The hourly trends in noise levels at LT-1 and LT-2 are shown in Figures 2 and 3, respectively. Included in each figure are the energy equivalent noise level, L_{eq}, and the statistical noise levels consistent with the limits set forth in Table NE-2 (noise levels exceeded 2, 8, 25, and 50 percent of the time).

Figure 2. Measured Noise Levels at LT-1

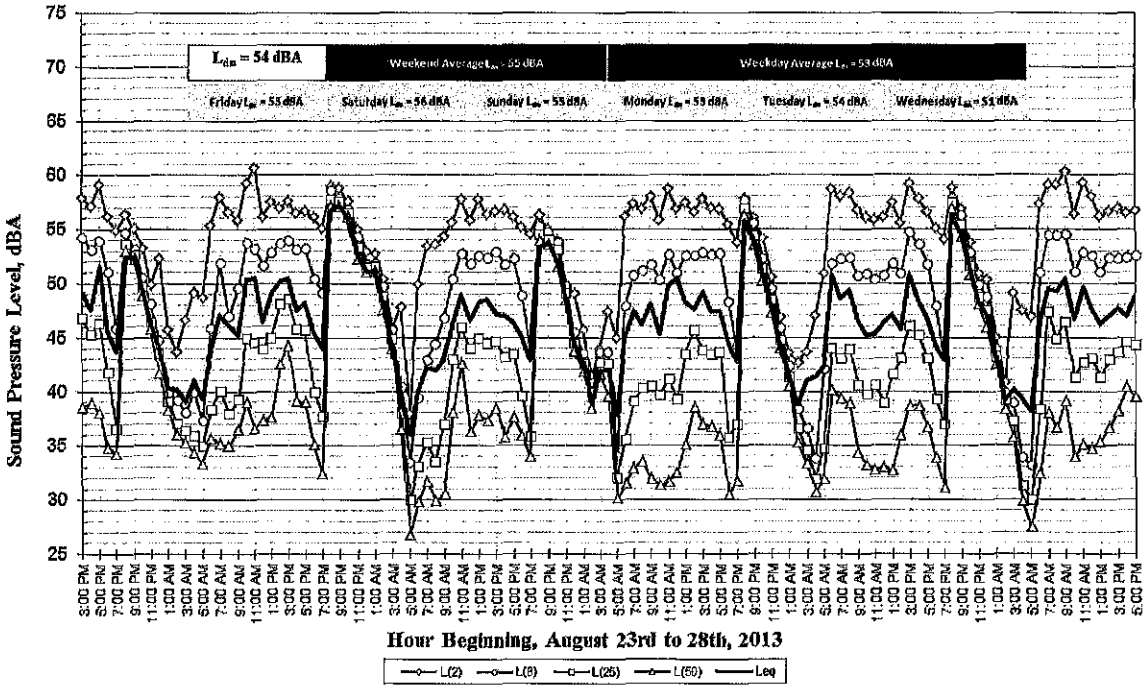
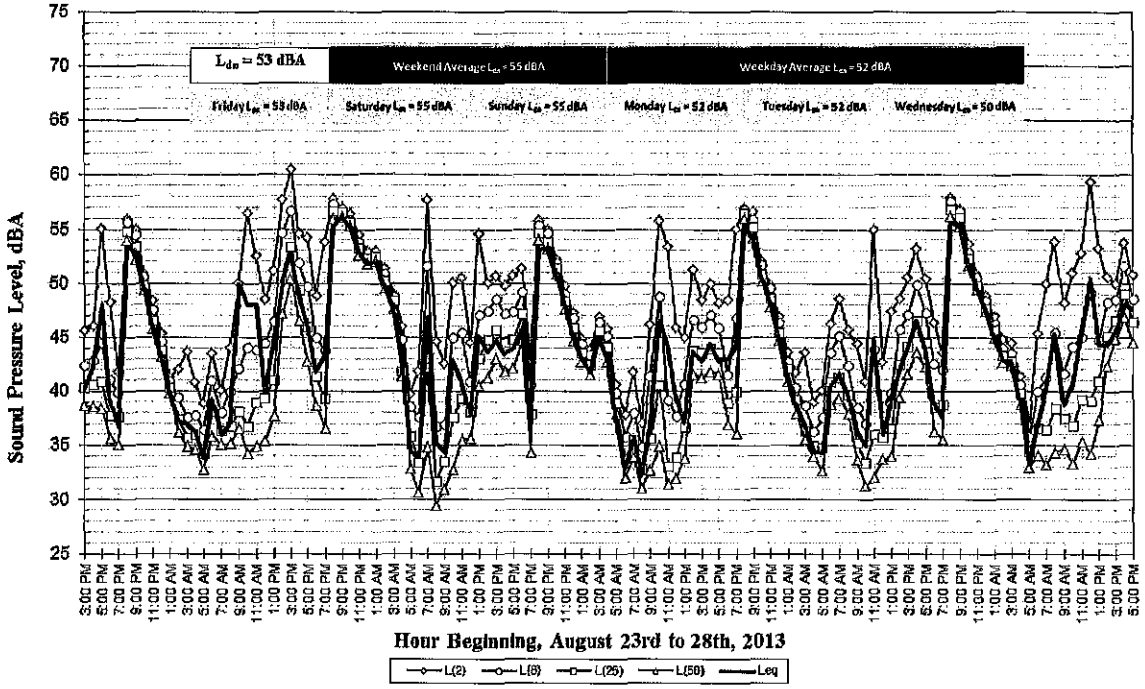


Figure 3. Measured Noise Levels at LT-2



From Figure 2, the daytime L_{eq} for the weekend (i.e., Saturday and Sunday) at LT-1 ranged from 42 to 57 dBA, with an average L_{eq} of 50 dBA. The nighttime L_{eq} for the weekend at LT-1 ranged from 36 to 56 dBA, with an average L_{eq} of 49 dBA. During the weekdays (i.e., Friday, Monday, Tuesday, and Wednesday), the average daytime and nighttime averages for L_{eq} ranged from 43 to 56 dBA, with an average of 50 dBA, and from 38 to 51 dBA, with an average of 46 dBA, respectively. The day-night average noise level, which is the L_{dn}, at LT-1 measured to be 55 dBA on the weekend and 53 dBA on the weekday. The overall L_{dn} for the entire testing period was 54 dBA. The chart in Figure 2 shows the average L_{dn} for each day of testing. The daytime and nighttime noise descriptors used to interpret the County's Noise Performance Standards at LT-1 for the measurement period are shown in Table 2.

For LT-2, which is shown in Figure 3, the average L_{eq} measurements from the weekend ranged from 34 to 56 dBA in the daytime, with an average of 49 dBA, and from 34 to 55 dBA in the nighttime, with an average of 48 dBA. On the weekdays, the average L_{eq} in the daytime ranged from 32 to 56 dBA, with an average of 48 dBA. In the nighttime, the average weekday L_{eq} ranged from 33 to 52 dBA, with an average of 45 dBA. The average weekend L_{dn} was 55 dBA, and on the weekday, the L_{dn} was approximately 52 dBA. The overall L_{dn} for the entire testing period at LT-2 was 53 dBA. The calculated L_{dn} for each day of testing is shown in Figure 3. The Noise Performance Standards at LT-2 are summarized in Table 2.

In comparing the hourly noise levels for each long-term measurement location, notice that the median noise levels, L_{50}, during the nighttime hours of 10:00 p.m. to 7:00 a.m. drop well-below 30 dBA on two different occasions near the roadway at LT-1 but barely drop as low as 30 dBA at LT-2 during the same period of time. This higher nighttime ambient noise further from the roadway is likely due to nighttime woodland insect noise.

Based on the results from LT-1 and LT-2, the L_{dn} levels measured on the weekend were approximately 2 to 3 dBA higher than on the weekdays. The weekend L_{eq} levels in the daytime were approximately 0 to 1 dBA higher than the weekdays, and in the nighttime, the weekend L_{eq} levels averaged to be approximately 3 dBA higher than on the weekdays. Since winery-related noise generally occurs at the same or higher rates on the weekends, ambient noise from the weekends will be used to conduct the impact assessment for the worst-case scenario.

Table 2: Measured Ambient Noise Levels

Hourly Noise Metric	Exterior Ambient Noise Levels			
	LT-1 (southern property line near Westside Road Noise)		LT-2 (eastern property line away from Westside Road Noise)	
	Avg. Daytime Level (Range)	Avg. Nighttime Level (Range)	Avg. Daytime Level (Range)	Avg. Nighttime Level (Range)
L_{50} (30 Min.)	**48** (34 to 58)	**47** (30 to 57)	**48** (32 to 57)	47 (34 to 56)
L_{25} (15 Min.)	**52** (41 to 58)	**48** (33 to 57)	**49** (35 to 58)	**48** (36 to 56)
L_{08} (5 Min.)	**53** (43 to 59)	**48** (33 to 57)	**50** (35 to 58)	**48** (36 to 56)
L_{02} (1 Min.)	**57** (53 to 61)	**51** (38 to 59)	**53** (37 to 61)	**49** (37 to 56)

NOISE ASSESSMENT

Estimating the expected noise produced by, and impacts from, the proposed project at adjacent noise-sensitive uses requires three elements: 1) identification of what noise-producing operations are likely to occur; 2) the typical noise source levels for those operations; and 3) the temporal nature of the operations.

I. Identification of Noise-Producing Operations/Uses

There are a number of operations associated with wine production and events at the proposed facility that will produce noise. These include:

1. Project traffic;
2. Winery and seasonal production operations;
3. Maintenance and forklift operations; and
4. Special event noise.

II. Typical Noise Source Levels

To estimate the noise levels associated with project operations, some attention must be given to the temporal nature of the noise produced. Below each of the major winery-related noise-producing operations outlined above are discussed:

1. *Project Traffic* would produce the following type and range of traffic noise levels:
    a. Automobile and light-vehicle traffic accessing the tasting room would occur during the daytime hours, and noise produced is expected to include the sounds of vehicles accessing parking areas, engine starts, door slams, etc. These noises typically range from a maximum of 53 to 63 dBA at 50 feet (15 meters).
    b. The majority of truck traffic on the project site is expected to primarily access the winery building on the western side of Westside Road, though some truck traffic may also access other portions of the site. Noise levels generated by truck traffic are dependent on the size and speed of trucks; typically, maximum noise levels generated

by heavy-duty (i.e., semi-tractor trailer type) trucks would range from 70 dBA when traveling at constant speeds to 75 dBA when stopping/starting and maneuvering at a distance of 50 feet (15 meters). Medium (box type and delivery) trucks would typically have maximum levels ranging from 60 dBA when traveling at constant speeds to 65 dBA when stopping/starting and maneuvering at a distance of 50 feet.

2. *Winery and Seasonal Production Operations* would produce the following type and range of noise levels:
    a. Refrigeration equipment, as a maximum condition, is assumed to operate under constant conditions during the day and night. Though the model, type, and capacities of the cooling compressors for the facility are not specified, field measurements of such equipment show that sound levels from such equipment can produce levels between 50 and 65 dBA at 50 feet, with L_{50} noise levels of 60 dBA at 50 feet.
    b. Air compressors used for various processes in the facility typically cycle on and off based on the need for compressed air. Though the model, type, and capacities of the cooling compressors for the facility are not specified, we can estimate results based on field measurements of cooling compressors at other wineries. The equipment is expected to produce L_{50} sound levels of 62 dBA at 50 feet.
    c. Bottling would be constant on an hourly basis, although it is likely to occur for only a few weeks each year. Based on sound level measurements of bottling lines at other wineries, bottling operations can be expected to produce L_{50} sound levels between 65 and 70 dBA at 50 feet.
    d. Crush activities at medium to large-sized wineries typically occur for approximately two months each year. The majority of the noise sources associated with the crush include the operation of hoppers, presses, de-stemmers, separators, crushers, air compressors, forklifts, conveyors, etc. Average noise levels resulting from the crush are typically constant on an hourly basis. Individual pieces of crush-specific equipment, such as the separators and de-stemmers, are relatively quiet with sound levels around 50 dBA L_{eq} at approximately 50 feet. The composite crush activities at a large sized winery, such as a 60,000-case capacity facility, typically generate noise levels of approximately 66 dBA L_{eq} at a distance of 50 feet from the center of operations. During the crush, discrete maximum noise events, such as the setting of empty bins, may reach 70 to 80 dBA L_{max} or L_{02} at 50 feet from the center of operations.
3. *Maintenance and Forklift Operations* would produce intermittent noise depending upon the exact nature of the operation. These would likely occur at a much slower than a daily rate; although operations may span several hours, once initiated. Backup alarms (or beepers), which are repetitive and irritating by design, would also produce noise during these activities, and as with forklift operations, are expected to be intermittent by nature. Forklift use and associated backup alarm noise would be partially attenuated during crush-related activities by structure of the production building. Based on experience with other winery operations, it can be estimated that non-attenuated L_{08} noise levels from these operations may reach levels of 66 to 67 dBA at 50 feet.
4. *Special Events Noise*, such as concerts and weddings are not planned, nor requested, at the winery. The winery does plan to participate in industry-related events, averaging approximately 24 per year. Based on review of site plans, indoor events would be held in the building connected to the tasting room by a constructed bridge or within the walnut grove at the east boundary of the site. The events building will be located across the street from the production facilities. Table 3 summarizes typical noise levels generated by small-to-moderate sized events at distances of 50 feet from the source.

Table 3: Typical Noise Source Levels for Promotional Events (A-Weighted L_{50} Levels)

Event or Activity	Typical Noise Level @ 50 ft
Amplified Music[1]	72 dBA
Amplified Speech	71 dBA
Non-amplified (acoustic) Music	67 dBA
Films – Voices/Music	64 dBA
Raised Conversation	65 dBA

[2]Amplified concert-type music events are not proposed – such events would increase L_{50} noise levels to 80 dBA at 50 feet.

III. Propagation of sound

The final step in estimating the project noise levels is assessing the propagation of sound to the sensitive receptors. To do this, it is necessary to assume some rate of sound attenuation between the operations and receiver locations. The most dominant physical effect is due to the spreading out of sound waves with distance. For simple, single sources, such as fixed equipment and stationary truck operations, the divergence of the sound wave is hemispherical in nature, producing a reduction of 6 dB with each doubling of distance. For moving sources of noise, such as automobile traffic or truck movements, which are considered linear sources of noise, the divergence of the sound wave is cylindrical in nature, producing a reduction of 3 to 4 ½ dB with each doubling of distance. Other effects can modify these fall-off rates, such as partial shielding from buildings or topography, atmospheric attenuation of sound, ground absorption, and meteorological effects. These effects almost always reduce the noise, in addition to that due to sound divergence. As most of these effects will vary with time due to changing environmental conditions, it is most conservative to assume only attenuation due to divergence for outdoor activities and conservative (minimal) rate of structural attenuation (12 dBA) when operations are conducted within buildings, realizing that the actual noise level will be at or, most likely, below those predicted using this assumption at any one time.

To evaluate noise impacts on area noise sensitive uses, noise levels were propagated to three representative residences. There is also an existing farmhouse on the project site to the west of Westside Road. This residence is to be demolished, and therefore, does not require noise propagation calculations. Noise propagation calculations were completed on the following residences (see Figure 1 for locations):

1. *Residence 1*: This residence is located in the vicinity of LT-1. It is south of the project site on the same side of Westside Road as the tasting room and event barn and therefore on the opposite side as the wine production building. The residence is approximately 75 feet (23 meters) from the centerline of Westside Road. The front yard of this home is represented by the calculated noise levels for monitoring position LT-1.
2. *Residence 2*: This residence is also located to the south of the project site. Residence 2 is also south of Residence 1 and slightly west. Since Westside Road turns westward just south of Residence 1, the alignment of Residence 2 is such that it is located directly south of the wine production building. This property includes an outdoor pool area that is approximately 100 to 170 feet (30 to 52 meters) from the centerline of Westside Road. The front yard of the home ranges from 52 to 180 feet (16 to 55 meters) from the centerline of the roadway, and the front façade of the home is 190 to 215 feet (58 to 66 meters) from the roadway centerline. Due to the proximity of the home to LT-1, the calculated noise levels at this monitoring location are represented by LT-1 minus 3 dBA.
3. *Residence 3*: While on the same side of Westside Road as Residences 1 and 2, the geometry of the roadway is such that Residence 3 is southwest of the wine production building.

Positioned approximately 50 to 75 feet (15 to 23 meters) from the centerline of Westside Road, this home is also best represented by LT-1 plus 3 dBA.

Ambient noise levels at these residences under worst case (i.e., weekend) conditions were calculated using the sound level differences noted above and the measurement results shown in Table 2 for the long-term noise measurement, LT-1. Table 4 summarizes the calculated levels for all four residences.

Table 4. Calculated Ambient Noise Levels at Adjacent Noise-Sensitive Uses

Hourly Noise Metric	Exterior Ambient Noise Levels, dBA					
	Residence 1		Residence 2		Residence 3	
	Avg. Daytime Level	Avg. Nighttime Level	Avg. Daytime Level	Avg. Nighttime Level	Avg. Daytime Level	Avg. Nighttime Level
L_{50} (30 min.)	48	47	45	44	51	50
L_{25} (15 min.)	52	48	49	45	55	51
L_{08} (5 min.)	53	48	50	45	56	51
L_{02} (1 min.)	57	51	54	48	60	54

IMPACT ASSESSMENT

Impact 1: Traffic, Parking Lot and Truck Noise

Automobile parking and traffic

On the east side Westside Road where the tasting room and office and industry accommodations are located, the existing driveways and parking areas will be used. The parking lot will be enhanced, but the general location will remain the same. Residence 1 (represented by LT-1 at the southern boundary of the winery property) is approximately 960 feet from the nearest parking area; Residences 2 (located further south of LT-1 along Westside Road) and 3 (located to the west of LT-1, also along Westside Road) are approximately 1,220 and 1,210 feet, respectively, from the nearest parking area. Based on these distances, noise generated by automobile and light vehicles would be between 28 and 38 dBA at Residence 1 and between 25 and 35 dBA at both Residences 2 and 3. Given the expected visitor and employee use, these activities are expected to occur for less than five minutes out of an hour on a typical day and fall in the L_{02} NE-2 daytime category of 65 dBA (see Table 1). However, during events or on busy weekends, such activities may occur more frequently and fall in the L_{08} NE-2 daytime category of 60 dBA. The ambient noise environment in this area is described by measurements at site LT-1. Table 5 summarizes the assessment of automobile noise in driveways and in parking lots.

Based on this finding, noise levels associated with automobiles and light vehicles using the project driveways and parking lots would not exceed the daytime NE-2 noise standards at the nearest residences.

Table 5. Driveway and Parking Lot Automobile L_{08} Noise Levels

	L_{08} (Noise Level Exceeded 5 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	60	60	60
Daytime Ambient Noise Levels	53	50	56
Ambient Exceeds NE-2 Limit	No	No	No
NE-2 Adjustment	+0	+0	+0
Driveway/Parking Lot Noise at Receiver	**28 to 38**	**25 to 35**	**25 to 35**
Operations Exceed Ambient by 10 dBA?	No	No	No
NE-2 Adjustment	+0	+0	+0
Adjusted Table NE-2 Daytime Limit	60	60	60
Driveway/Parking Noise Exceeds NE-2?	No	No	No

Truck traffic

Trucks visiting the winery site will use the new driveway to access the wine production facility on the west side of the roadway. This main winery access path will take constant speed and maneuvering trucks within respective distances of approximately 1,170 to 1,335 feet of Residence 1, 1,290 to 1,595 feet of Residence 2, and 1,200 to 1,515 feet of Residence 3. Using these distances, noise generated by heavy-duty trucks may range from 48 to 56 dBA at Residence 1 and from 47 to 55 dBA at both Residences 2 and 3. The noise generated by medium-duty trucks ranged from 38 to 46 dBA at Residence 1 and from 37 to 45 dBA at Residences 2 and 3. Truck operations are expected to occur during daytime hours only and on a basis of one to five minutes per hour, or less, since it is unlikely that more than one heavy truck would arrive and depart during any given hour. Thus, truck operations would fall in the L_{02} NE-2 category of 65 dBA (see Table 1) at the adjacent residential uses. Table 6, below, presents and summarizes the assessment of truck traffic noise.

Based on these findings, noise associated with truck traffic at the project is not expected to exceed daytime NE-2 noise standards at the nearest residences.

Table 6. Truck L_{02} Noise Levels

	L_{02} (Noise Level Exceeded 1 minute in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	65	65	65
Daytime Ambient Noise Levels	57	54	60
Ambient Exceeds NE-2 Limit	No	No	No
NE-2 Adjustment	+0	+0	+0
Heavy Truck Operations at Receiver	**48 to 56**	**47 to 55**	**47 to 55**
Medium Truck Operations at Receiver	**38 to 46**	**37 to 45**	**37 to 45**
Operations Exceed Ambient by 10 dBA?	No	No	No
NE-2 Adjustment	+0	+0	+0
Adjusted Table NE-2 Daytime Limit	65	65	65
Truck Traffic Noise Exceeds NE-2?	No	No	No

Mitigation 1: None Needed

Impact 2: Mechanical Equipment Noise

The project would likely include noise-generating mechanical equipment, such as air-cooled condensing units, pumps, and compressors, at the wine production facility, as well as less-significant sources of noise, such as air-conditioning systems and exhaust fans. The project description and drawings do not indicate the location of such equipment. This equipment may be

located within the structures or positioned so that the structures provide shielding for noise caused by the equipment. However, considering a worst case scenario where the equipment is placed outside of production buildings and not shielded from the adjacent residences, the equipment may be located as close as 1,210 feet from Residence 1, as 1,300 feet from Residence 2, and as close as 1,170 feet from Residence 3.

Using the source levels discussed above and a 6 dB sound reduction for each doubling of the distance between the noise source and the receivers, constant L_{50} noise levels from mechanical equipment may be between an L_{50} of 32 and 34 dBA at Residences 1 and 2 and between an L_{50} of 33 and 35 dBA at Residence 3. Table 7, below, summarizes the assessment of mechanical equipment noise.

Table 7. Mechanical Equipment L_{50} Noise Levels

	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Adjustment	+0	+0	+1
Unadjusted Table NE-2 Nighttime Limit	45	45	45
Nighttime Ambient Noise Levels	47	44	50
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**	No	**Yes**
Nighttime NE-2 Adjustment	+2	+0	+5
Mechanical Equipment Noise at Receiver	**32 to 34**	**32 to 34**	**33 to 35**
Operations Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	50	50	51
Adjusted Table NE-2 Nighttime Limit	47	45	50
Mechanical Equipment Noise Exceeds NE-2?	No (day & night)	No (day & night)	No (day & night)

Based on these findings, noise associated with mechanical equipment is not expected to exceed daytime or nighttime NE-2 noise standard at the nearest residences.

Mitigation 2: None Needed

Impact 3: Crush-Related Noise

Annual crush-related activities would take place within the new wine production building. The crush pad & press equipment room will be located on the first floor and on the western side of the building, which indicates considerable shielding of crush-related noise by the building itself from the nearby residences. Based on the Winery Floor Plans provided, the space above the crush pad will be open to the second floor, but it is unclear if the area will be open or closed to nature. Assuming the worst case scenario, crush-related activities will be considered to occur outdoors. From the plans for the project site and the building plans, the future location of the crush pad was estimated, and using Google Earth, the distances to the each residence was approximated. The crush pad will be within 1,280 feet of Residence 1, within 1,400 feet of Residence 2 and within 1,275 feet of Residence 3. Using the source levels discussed above and a 6 dB sound reduction for each doubling of the distance, constant L_{50} noise levels from crush-related activities would be approximately 38 dBA at Residence 1, 37 dBA at Residence 2, and 38 dBA at Residence 3. Table 8, below, summarizes these calculations. The maximum noise events discussed above, such as bin drops, etc., would be an L_{02} of 42 to 52 dBA at Residence 1, 41 to

51 dBA at Residence 2, and 42 to 52 dBA at Residence 3. Table 9 summarizes the maximum noise events assessment of crush-related activities.

Based on the findings shown, noise associated with crush related noise is not expected to exceed daytime or nighttime NE-2 noise standard at the nearest residences.

Table 8. Crush-Related L_{50} Noise Levels

	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Adjustment	+0	+0	+1
Unadjusted Table NE-2 Nighttime Limit	45	45	45
Nighttime Ambient Noise Levels	47	44	50
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**	No	**Yes**
Nighttime NE-2 Adjustment	+2	+0	+5
Crush-Related Noise at Receiver	**38**	**37**	**38**
Operations Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	50	50	51
Adjusted Table NE-2 Nighttime Limit	47	45	50
Crush-Related Noise Exceeds NE-2?	No (day & night)	No (day & night)	No (day & night)

Table 9. Crush-Related L_{02} Noise Levels

	L_{02} (Noise Level Exceeded 1 minute in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	65	65	65
Daytime Ambient Noise Levels	57	54	60
Daytime Ambient Exceeds NE-2 Limit?	No	No	No
Daytime NE-2 Adjustment	+0	+0	+0
Unadjusted Table NE-2 Nighttime Limit	60	60	60
Nighttime Ambient Noise Levels	51	48	54
Nighttime Ambient Exceeds NE-2 Limit?	No	No	No
Nighttime NE-2 Adjustment	+0	+0	+0
Crush-Related Noise at Receiver	**42 to 52**	**41 to 51**	**42 to 52**
Operations Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	65	65	65
Adjusted Table NE-2 Nighttime Limit	60	60	60
Crush-Related Noise Exceeds NE-2?	No (day & night)	No (day & night)	No (day & night)

Mitigation 3: None Needed

Impact 4: Bottling Noise

According to the building floor plans provided, bottling will be done in the production facility area, next to the truck access loading zone. The building will provide shielding from noise created during bottling activities. The distances from the bottling area to the nearby residences are as follows: 1,225 feet from Residence 1, 1,345 feet from Residence 2, and 1,200 feet from Residence 3. Based on these distances and the noise shielding, noise from bottling activities are expected to be an L_{50} of 37 to 42 dBA at Residence 1, an L_{50} of 36 to 41 dBA at Residence 2, and an L_{50} of 37 to 42 dBA at Residence 3. Table 10 summarizes the assessment of bottling noise.

Table 10. Bottling L_{50} Noise Levels

	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Adjustment	+0	+0	+1
Unadjusted Table NE-2 Nighttime Limit	45	45	45
Nighttime Ambient Noise Levels	47	44	50
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**	No	**Yes**
Nighttime NE-2 Adjustment	+2	+0	+5
Bottling Noise at Receiver	**37 to 42**	**36 to 41**	**37 to 42**
Operations Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	50	50	51
Adjusted Table NE-2 Nighttime Limit	47	45	50
Bottling Noise Exceeds NE-2?	No (day & night)	No (day & night)	No (day & night)

Based on these findings, noise associated with bottling is not expected to exceed daytime or nighttime NE-2 noise standard at any of the adjacent residences.

Mitigation 4: None Needed

Impact 5: Maintenance and Forklift Operations

Forklift and maintenance operations would likely take place on the first floor inside the new winery building, in the outdoor crushing and receiving areas, and possibly in the winery caves. Such activities within the winery building would receive significant noise shielding from the building and are not analyzed here. The crushing area would also receive considerable shielding from the building. Outdoor forklift and maintenance operations are considered a worst-case condition and are analyzed. Based on a review of project drawings, the outdoor area closest to the adjacent residences would be the receiving area/truck access, which was mentioned above as being within 1,335 feet of Residence 1, within 1,595 feet of Residence 2, and within 1,515 feet of Residence 3. Using the source levels discussed above and a 6 dB sound reduction for each doubling of the distance between the noise source and the receivers, noise from forklift and maintenance operations activities are expected to be an L_{08} of between 37 and 38 dBA at Residence 1 and an L_{08} of between 36 and 37 dBA at Residences 2 and 3. Table 11, following, summarizes the assessment of noise due to forklift and maintenance operations. Note, forklift and maintenance operations will only occur during the daytime hours.

Table 11. Forklift and Maintenance L_{08} Noise Levels

	L_{08} (Noise Level Exceeded 5 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	60	60	60
Daytime Ambient Noise Levels	53	50	56
Ambient Exceeds NE-2 Limit?	No	No	No
NE-2 Adjustment	+0	+0	+0
Forklift/Maintenance Operations at Receiver	**37 to 38**	**36 to 37**	**36 to 37**
Operations Exceed Ambient by 10 dBA?	No	No	No
NE-2 Adjustment	+0	+0	+0
Adjusted Table NE-2 Daytime Limit	60	60	60
Forklift/Maintenance Operations Noise Exceed NE-2?	No	No	No

Based on these findings, noise associated with forklift and maintenance operations is not expected to exceed daytime NE-2 noise standard at the nearest residences.

Mitigation 5: None Needed

Impact 6: Event Noise at adjacent residential uses

Special events, such as concerts and weddings, are not planned, nor requested at the winery; however, the winery does plan to participate in county-wide industry events. The project application includes provisions for 24 special events per year, including 10 events with 30 persons in attendance, five 60-person catered events, participation in five 120-person industry-wide events, and four 300-person outdoor events. For an event consisting of 300 persons, a staff of approximately 14 people is expected.

A review of the project site plans indicates that outdoor events may be held either on the east side of Westside Road in the vicinity of the tasting room and barn or in the picnic grove area located along the eastern boundary of the property near LT-2. Indoor events would be held inside the tasting room or barn. The production facility on the west side of the roadway will only be opened to guests by invitation only. Events occurring within the winery buildings would receive noise shielding from the building structures estimated at 12 dBA (assuming open windows and/or doors). However, the outdoor events held in the garden area or yard between the tasting room/barn and Westside Road, in the yard south of the barn, in the yard east of the barn, or in the picnic grove area would receive little to no noise attenuation from intervening terrain or building structures at Residences 1, 2, and 3. The outdoor area between the tasting room and the barn would have some shielding from the barn structure.

Based on a review of aerial photos and the project site plan, distance information obtained using Google Earth indicates that outdoor events that take place around the tasting room and events barn could be situated as close as 690 feet from Residence 1, 900 feet from Residence 2, and 915 feet from Residence 3. The outdoor events taking place in the picnic grove area would be approximately 1,525 feet from Residence 1, 1,775 feet from Residence 2, and 1,900 feet from Residence 3. The event space and guest rooms located in the barn are the closest indoor rooms for events. From the maps, indoor events at these locations would be as close as 885 feet from Residence 1, 1,100 feet from Residence 2, and 1,110 feet from Residence 3. Using these distances and the noise shielding considerations for outdoor and indoor events, the L_{50} sound levels for the typical noise source levels listed in Table 3 for outdoor and indoor events have been calculated at Residences 1, 2, and 3. Tables 12 and 13 summarize the assessments for

outdoor special events noise around the winery and in the picnic grove area, respectively. Table 14 summarizes the assessment for the indoor special events noise.

Table 12. Outdoor Special Events L_{50} Noise Levels in the Vicinity of the Winery

NE-2 Limits, Ambient Noise Levels, and Adjustments	**L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA**		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Ambient Adjustment	+0	+0	+1
NE-2 Adjustment for Speech and Music	-5	-5	-5
Unadjusted Table NE-2 Nighttime Limit	45	45	45
Nighttime Ambient Noise Levels	47	44	50
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**	No	**Yes**
Nighttime NE-2 Ambient Adjustment	+2	+0	+5
NE-2 Adjustment for Speech and Music	-5	-5	-5
Special Event L_{50} Noise Levels	**Residence 1**	**Residence 2**	**Residence 3**
Outdoor Amplified Music	49	47	47
Outdoor Amplified Speech	48	46	46
Outdoor Non-Amplified Music	44	42	42
Outdoor Films – Voices/Music	41	39	39
Outdoor Raised Conversation	42	40	40
Adjusted NE-2 Limits and Compliance	**Residence 1**	**Residence 2**	**Residence 3**
Event Noises Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	45	45	46
Adjusted Table NE-2 Nighttime Limit	42	40	45
Amplified Music Noise Exceeds Adjusted NE-2?	**Yes (day & night)**	**Yes (day & night)**	**Yes (day & night)**
Amplified Speech Exceeds Adjusted NE-2?	**Yes (day & night)**	**Yes (day & night)**	No (day) **Yes (night)**
Non-Amplified Music Exceeds Adjusted NE-2?	No (day) **Yes (night)**	No (day) **Yes (night)**	No (day & night)
Films – Voices/Music Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)
Raised Conversation Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)

Based on the findings shown in Table 12, all daytime and nighttime outdoor events would exceed County NE-2 standards at Residences 1, 2, and 3 in the amplified music and speech categories, except amplified speech during daytime hours at Residence 3. Additionally, non-amplified music NE-2 standards would also be exceeded at nighttime at Residences 1 and 2.

Table 13. Outdoor Special Events L_{50} Noise Levels in the Picnic Grove Area

NE-2 Limits, Ambient Noise Levels, and Adjustments	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Ambient Adjustment	+0	+0	+1
NE-2 Adjustment for Speech and Music	-5	-5	-5
Unadjusted Table NE-2 Nighttime Limit	45	45	45
Nighttime Ambient Noise Levels	47	44	50
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**	No	**Yes**
Nighttime NE-2 Ambient Adjustment	+2	+0	+5
NE-2 Adjustment for Speech and Music	-5	-5	-5
Special Event L_{50} Noise Levels	**Residence 1**	**Residence 2**	**Residence 3**
Outdoor Amplified Music	42	41	40
Outdoor Amplified Speech	41	40	39
Outdoor Non-Amplified Music	37	36	35
Outdoor Films – Voices/Music	34	33	32
Outdoor Raised Conversation	35	34	33
Adjusted NE-2 Limits and Compliance	**Residence 1**	**Residence 2**	**Residence 3**
Event Noises Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	45	45	46
Adjusted Table NE-2 Nighttime Limit	42	40	45
Amplified Music Noise Exceeds Adjusted NE-2?	No (day & night)	No (day) **Yes (night)**	No (day & night)
Amplified Speech Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)
Non-Amplified Music Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)
Films – Voices/Music Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)
Raised Conversation Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)

Based on the findings shown in Table 13, the only County NE-2 standard that would be exceeded during an outdoor event in the picnic grove area, as measured at Residence 2, would be amplified music in the nighttime. And note that this only standard would be exceeded by only one dBA. There are no calculations shown in Table 13 during the daytime hours that would exceed the County NE-2 standards at any residence.

Table 14. Indoor Special Events L_{50} Noise Levels

NE-2 Limits, Ambient Noise Levels, and Adjustments	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Ambient Adjustment	+0	+0	+1
NE-2 Adjustment for Speech and Music	-5	-5	-5
Unadjusted Table NE-2 Nighttime Limit	45	45	45
Nighttime Ambient Noise Levels	47	44	50
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**	No	**Yes**
Nighttime NE-2 Ambient Adjustment	+2	+0	+5
NE-2 Adjustment for Speech and Music	-5	-5	-5
Special Event L_{50} Noise Levels	**Residence 1**	**Residence 2**	**Residence 3**
Outdoor Amplified Music	35	33	33
Outdoor Amplified Speech	34	32	32
Outdoor Non-Amplified Music	30	28	28
Outdoor Films – Voices/Music	27	25	25
Outdoor Raised Conversation	28	26	26
Adjusted NE-2 Limits and Compliance	**Residence 1**	**Residence 2**	**Residence 3**
Event Noises Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	45	45	46
Adjusted Table NE-2 Nighttime Limit	42	40	45
Amplified Music Noise Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)
Amplified Speech Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)
Non-Amplified Music Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)
Films – Voices/Music Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)
Raised Conversation Exceeds Adjusted NE-2?	No (day & night)	No (day & night)	No (day & night)

Based on the findings shown in Table 14, daytime or nighttime indoor events with amplified music, amplified speech, non-amplified music, films, or raised conversations would not exceed the County NE-2 standards at any of the three adjacent residences.

Mitigation 6: Special/Promotional Events

The findings above show that during outdoor events taking place near the winery buildings, amplified music and speech exceed the County NE-2 standards at Residences 1 and 2, during the daytime and nighttime. At Residence 3, the amplified music standard would be exceeded during the daytime and nighttime, as well as the amplified speech standard in the nighttime. Additionally, the non-amplified music standard would also be exceeded in the nighttime hours at Residences 1 and 2. In the picnic grove area, however, the only County NE-2 standard that would be exceeded is amplified music at nighttime. This would occur only at Residence 2. Since even noise has the potential to result in levels exceeding the standard fairly significantly, the following measures should be included in the project:

1. Amplified music and speech at events should only occur during daytime hours within the events barn or tasting room buildings or in the picnic grove.
2. Outdoor events in the vicinity of the winery with non-amplified outdoor music and/or speech may occur outdoors only during daytime hours (7:00 a.m. to 10:00 p.m.).
3. Any outdoor event occurring beyond 10:00 p.m. should be moved indoors.

4. A noise management plan should be developed for daytime outdoor events with amplified music to allow for these events to be held in accordance with provision 4 of NE-1c of the Sonoma County Noise Element. Through this provision, allowable noise exposures can increase by 5 dB. As such, up to six daytime events with amplified music would be allowed, as predicted noise levels would fall at or below the short-term noise source limit.

APPENDIX A:
FUNDAMENTAL CONCEPTS OF ENVIRONMENTAL ACOUSTICS

Noise may be defined as unwanted sound. Noise is usually objectionable because it is disturbing or annoying. The objectionable nature of sound may be caused by either its *pitch* or its loudness. *Pitch* is the height or depth of a tone or sound, depending on the relative rapidity (frequency) of the vibrations by which it is produced. Higher pitched signals sound louder to humans than sounds with a lower pitch. *Loudness* is intensity of sound waves combined with the reception characteristics of the ear. Intensity may be compared with the height of an ocean wave in that it is a measure of the amplitude of the sound wave.

In addition to the concepts of pitch and loudness, there are several noise measurement scales that are used to describe noise in a particular location. *A decibel (dB)* is a unit of measurement that indicates the relative amplitude of a sound. The zero on the decibel scale is based on the lowest sound level that the healthy, unimpaired human ear can detect. Sound levels in decibels are calculated on a logarithmic basis. An increase of 10 decibels represents a ten-fold increase in acoustic energy, while 20 decibels is 100 times more intense, 30 decibels is 1,000 times more intense, etc. There is a relationship between the subjective noisiness or loudness of a sound and its intensity. Each 10-decibel increase in sound level is perceived as approximately a doubling of loudness over a fairly wide range of intensities. Technical terms are defined in Table 1. There are several methods of characterizing sound. The most common in California is the *A-weighted sound level or dBA.* This scale gives greater weight to the frequencies of sound to which the human ear is most sensitive. Representative outdoor and indoor noise levels in units of dBA are shown in Table 2.

Because sound levels can vary markedly over a short period of time, a method for describing either the average character of the sound or the statistical behavior of the variations must be utilized. Most commonly, environmental sounds are described in terms of an average level that has the same acoustical energy as the summation of all the time-varying events. This energy-equivalent sound/noise descriptor is called L_{eq}. The most common averaging period is hourly, but L_{eq} can describe any series of noise events of arbitrary duration.

The scientific instrument used to measure noise is the sound level meter. Sound level meters can accurately measure environmental noise levels to within about plus or minus 1 dBA. Various computer models are used to predict environmental noise levels from sources, such as roadways and airports. The accuracy of the predicted models depends upon the distance the receptor is from the noise source. Close to the noise source, the models are accurate to within about plus or minus 1 to 2 dBA.

TERM	DEFINITIONS
Decibel, dB	A unit describing the amplitude of sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micropascals (20 micronewtons per square meter).
Frequency, Hz	The number of complete pressure fluctuations per second above and below atmospheric pressure.
A-Weighted Sound Level, dBA	The sound pressure level in decibels as measured on a sound level meter using the A-weighting filter network. The A-weighting filter de-emphasizes the very low and very high frequency components of the sound in a manner similar to the frequency response of the human ear and correlates well with subjective reactions to noise. All sound levels in this report are A-weighted, unless reported otherwise.
L_{01}, L_{10}, L_{50}, L_{90}	The A-weighted noise levels that are exceeded 1%, 10%, 50%, and 90% of the time during the measurement period.
Equivalent Noise Level, L_{eq}	The average A-weighted noise level during the measurement period.
Day/Night Noise Level, L_{dn}	The average A-weighted noise level during a 24-hour day, obtained after addition of 10 decibels to levels measured in the night between 10:00 pm and 7:00 am.
L_{max}, L_{min}	The maximum and minimum A-weighted noise level during the measurement period.
Ambient Noise Level	The composite of noise from all sources near and far. The normal or existing level of environmental noise at a given location.
Intrusive	That noise which intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends upon its amplitude, duration, frequency, and time of occurrence and tonal or informational content as well as the prevailing ambient noise level.

Definitions Of Acoustical Terms **Table 1**

ILLINGWORTH & RODKIN, INC./Acoustical Engineers

Since the sensitivity to noise increases during the evening and at night -- because excessive noise interferes with the ability to sleep -- 24-hour descriptors have been developed that incorporate artificial noise penalties added to quiet-time noise events. The *Day/Night Average Sound Level, Ldn,* is a measure of the cumulative noise exposure in a community, with a 10 dB penalty added to nighttime (10:00 pm - 7:00 am) noise levels.

At a Given Distance From Noise Source	A-Weighted Sound Level in Decibels	Noise Environments	Subjective Impression
	140		
Civil Defense Siren (100')	130		
Jet Takeoff (200')	120		Pain Threshold
	110	Rock Music Concert	
Diesel Pile Driver (100')	100		Very Loud
	90	Boiler Room	
Freight Cars (50')		Printing Press Plant	
Pneumatic Drill (50')	80		
Freeway (100')		In Kitchen With Garbage	
Vacuum Cleaner (10')	70	Disposal Running	Moderately Loud
	60	Data Processing Center	
Light Traffic (100')	50	Department Store	
Large Transformer (200')			
	40	Private Business Office	Quiet
Soft Whisper (5')	30	Quiet Bedroom	
	20	Recording Studio	
	10		Threshold of Hearing
	0		

Typical Sound Levels Measured In The Environment And Industry — **Table 2**

ILLINGWORTH & RODKIN, INC./Acoustical Engineers

Effects of Noise

Sleep and Speech Interference: The thresholds for speech interference indoors are about 45 dBA if the noise is steady and above 55 dBA if the noise is fluctuating. Outdoors the thresholds are about 15 dBA higher. Steady noise of sufficient intensity; above 35 dBA, and fluctuating noise levels above about 45 dBA have been shown to affect sleep. Interior residential standards for multi-family dwellings are set by the State of California at 45 dBA L_{dn}. Typically, the highest steady traffic noise level during the daytime is

about equal to the L_{dn} and nighttime levels are 10 dBA lower. The standard is designed for sleep and speech protection and most jurisdictions apply the same criterion for all residential uses. Typical structural attenuation is 12-17 dBA with open windows. With closed windows in good condition, the noise attenuation factor is around 20 dBA for an older structure and 25 dBA for a newer dwelling. Sleep and speech interference is therefore possible when exterior noise levels are about 57-62 dBA L_{dn} with open windows and 65-70 dBA L_{dn} if the windows are closed. Levels of 55-60 dBA are common along collector streets and secondary arterials, while 65-70 dBA is a typical value for a primary/major arterial. Levels of 75-80 dBA are normal noise levels at the first row of development outside a freeway right-of-way. In order to achieve an acceptable interior noise environment, bedrooms facing secondary roadways need to be able to have their windows closed, those facing major roadways and freeways typically need special glass windows.

Annoyance: Attitude surveys are used for measuring the annoyance felt in a community for noises intruding into homes or affecting outdoor activity areas. In these surveys, it was determined that the causes for annoyance include interference with speech, radio and television, house vibrations, and interference with sleep and rest. The L_{dn} as a measure of noise has been found to provide a valid correlation of noise level and the percentage of people annoyed. People have been asked to judge the annoyance caused by aircraft noise and ground transportation noise. There continues to be disagreement about the relative annoyance of these different sources. When measuring the percentage of the population highly annoyed, the threshold for ground vehicle noise is about 55 dBA L_{dn}. At an L_{dn} of about 60 dBA, approximately 2 percent of the population is highly annoyed. When the L_{dn} increases to 70 dBA, the percentage of the population highly annoyed increases to about 12 percent of the population. There is, therefore, an increase of about 1 percent per dBA between an L_{dn} of 60-70 dBA. Between an L_{dn} of 70-80 dBA, each decibel increase increases by about 2 percent the percentage of the population highly annoyed. People appear to respond more adversely to aircraft noise. When the L_{dn} is 60 dBA, approximately 10 percent of the population is believed to be highly annoyed. Each decibel increase to 70 dBA adds about 2 percentage points to the number of people highly annoyed. Above 70 dBA, each decibel increase results in about a 3 percent increase in the percentage of the population highly annoyed.

ILLINGWORTH & RODKIN, INC.
Acoustics • Air Quality
1 Willowbrook Court, Suite 120
Petaluma, California 94954
Tel: 707-794-0400 *Fax: 707-794-0405*
www.illingworthrodkin.com *illro@illingworthrodkin.com*

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PERMIT AND RESOURCE MANAGEMENT DEPARTMENT
COUNTY OF SONOMA

September 4, 2015

Ms. Becky Ver Meer
Permit and Resource Management Department
Sonoma County
2550 Ventura Avenue
Santa Rosa, California 95403

Subject: **Ramey Winery Project, Sonoma County, CA**
Environmental Noise Assessment Addendum

Dear Ms. Ver Meer:

The nearest residence to the proposed Ramey Winery Project site is adjacent to the proposed project site along the southern boundary. The shared property line would be approximately 1,340 feet from the Walnut Grove picnic grounds located along the eastern boundary of the project site. At the picnic grounds, outdoor special events are expected to take place. Based on the noise levels for typical noise sources that would occur during promotional events, noise levels at the shared property line of the nearest residence was calculated. Table 1 summarizes the results at this distance.

Outdoor amplified music at the Walnut Grove picnic area would exceed the County NE-2 standard at the property line of the nearest residence during nighttime hours by 1 dBA. There are no special events activities that would cause noise levels in excess of the standard during daytime hours at this location.

Table 1. Outdoor Special Events L_{50} Noise Levels in the Picnic Grove Area

NE-2 Limits, Ambient Noise Levels, and Adjustments	**L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA**
	Shared Property Line of Residence 1 (1,340 feet from Walnut Grove picnic grounds)
Unadjusted Table NE-2 Daytime Limit	50
Daytime Ambient Noise Levels	48
Daytime Ambient Exceeds NE-2 Limit?	No
Daytime NE-2 Ambient Adjustment	+0
NE-2 Adjustment for Speech and Music	-5
Unadjusted Table NE-2 Nighttime Limit	45
Nighttime Ambient Noise Levels	47
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**
Nighttime NE-2 Ambient Adjustment	+2
NE-2 Adjustment for Speech and Music	-5
Special Event L_{50} Noise Levels	**Shared Property Line of Residence 1 (1,340 feet from Walnut Grove picnic grounds)**
Outdoor Amplified Music	43
Outdoor Amplified Speech	42
Outdoor Non-Amplified Music	38
Outdoor Films – Voices/Music	35
Outdoor Raised Conversation	36
Adjusted NE-2 Limits and Compliance	**Shared Property Line of Residence 1 (1,340 feet from Walnut Grove picnic grounds)**
Event Noises Exceed Ambient by 10 dBA?	No (day & night)
NE-2 Adjustment	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	45
Adjusted Table NE-2 Nighttime Limit	42
Amplified Music Noise Exceeds Adjusted NE-2?	No (day) **Yes (night)**
Amplified Speech Exceeds Adjusted NE-2?	No (day & night)
Non-Amplified Music Exceeds Adjusted NE-2?	No (day & night)
Films – Voices/Music Exceeds Adjusted NE-2?	No (day & night)
Raised Conversation Exceeds Adjusted NE-2?	No (day & night)

Mitigation: Special/Promotional Events

In addition to the impacts expressed in the original noise report, dated October 2, 2014, for special/promotional events, outdoor amplified music at the Walnut Grove picnic area would exceed the County NE-2 standard during nighttime hours at the property line of the nearest residence located to the south of the project site. The following mitigation measures were proposed in the original noise report and would also suffice for the impact at the shared property line:

1. Amplified music and speech at events should only occur during daytime hours within the baling barn or tasting room buildings, assuming the windows and doors are open, or in the picnic grove.
2. Outdoor events in the vicinity of the winery with non-amplified outdoor music and/or speech may occur outdoors only during daytime hours (7:00 a.m. to 10:00 p.m.).
3. Any outdoor event occurring beyond 10:00 p.m. should be moved indoors.
4. A noise management plan should be developed for daytime outdoor events with amplified music to allow for these events to be held in accordance with provision 4 of NE-1c of the Sonoma County Noise Element. Through this provision, allowable noise exposures can increase by 5 dB. As such, up to six daytime events with amplified music would be allowed, as predicted noise levels would fall at or below the short-term noise source limit.

With the implementation of these mitigation measures, noise levels would be maintained at or below the County NE-2 standard.

♦ ♦ ♦

Sincerely,

Carrie J. Janello
Consultant
Illingworth & Rodkin, Inc.

ENVIRONMENTAL NOISE ASSESSMENT
RAMEY WINERY PROJECT
7097 WESTSIDE ROAD
SONOMA COUNTY, CALIFORNIA

October 9, 2013
Revised September 4, 2015

RECEIVED
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PERMIT AND RESOURCE MANAGEMENT DEPARTMENT
COUNTY OF SONOMA

♦ ♦ ♦

Prepared for:

Mr. David Ramey
Ramey Vineyards, LLC
202 Haydon Street
P.O. Box 788
Healdsburg, CA 95448

Prepared by:

Carrie Janello
ILLINGWORTH & RODKIN, INC.
Acoustics & Air Quality
1 Willowbrook Court, Suite 120
Petaluma, CA 94954
(707) 794-0400

Job No. 13-155

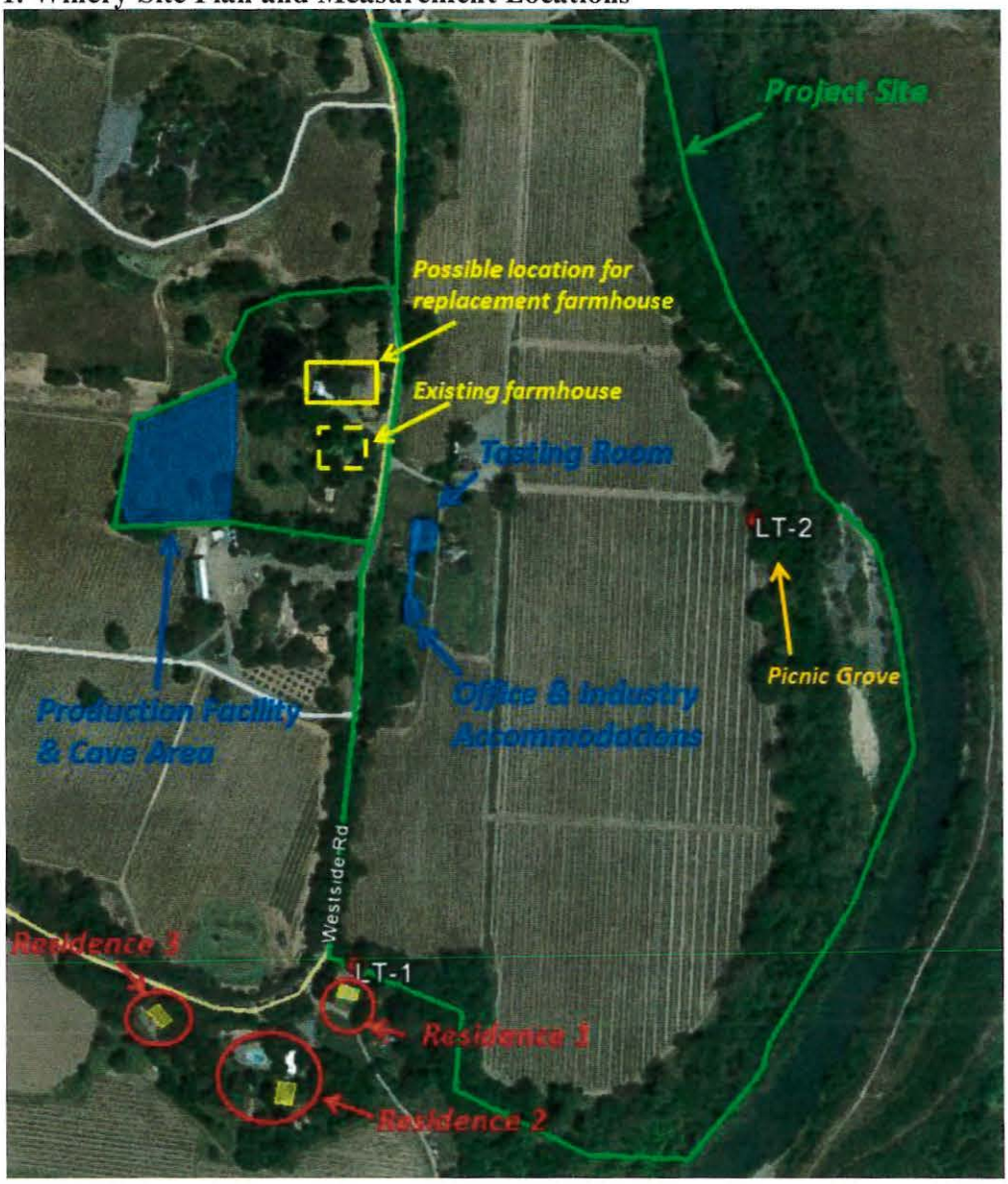
INTRODUCTION

This noise assessment evaluates the existing noise environment and the potential for increased noise as a result of the proposed Ramey Wine Cellars Project (Project) on a parcel located at 7097 Westside Road near the City of Healdsburg in an unincorporated area of Sonoma County. Figure 1 shows a site map of the property. The proposed project includes production of 60,000 cases of wine, a tasting room, retail sales, and an area designated for trade-related special events. On the eastern side of Westside Road, the existing hop kiln will be converted into a public tasting room, and the existing hop barn will be converted into a private marketing space with a kitchen and two guest rooms. The two buildings will be connected by a bridge, which will also be constructed. On the western side the roadway, a new 60,000-case winery production facility with a cave area for wine barrel storage will be constructed. These facilities will not be open to the public except by invitation. Additionally, entryways, driveways, parking, walkways and site accessibility features are included in the project.

The winery operations will include public tasting, retail sales, and trade-related special events. The staff will include fifteen employees between the winery and the tasting room. On average, 52 visitors per day is expected for tasting. The Project application includes provisions for 24 special events per year. These include 10 events with 30 people in attendance, five 60-person catered events, participation in five 120-person industry-wide events, and four 300-person outdoor events.

The winery is situated on a 75-acre parcel of land formerly occupied by Westside Farms. The property is bordered to the north by Gracianna Winery, to the northwest by Arista Winery, to the west by Williams Selyem Winery, and to the south and east by the Russian River. On the opposite side of the river is Riverfront Regional Park. To the south of the property lie single-family residences, as well. This report includes a summary of applicable noise regulations, the results of a noise monitoring survey conducted for the Project, and an assessment of noise impacts and mitigation measures necessary to meet the applicable County standards at adjacent noise sensitive land uses. Persons not familiar with environmental noise analysis are referred to Appendix A for additional discussion.

Figure 1. Winery Site Plan and Measurement Locations



REGULATORY BACKGROUND

The Sonoma County Noise Element of the 2000 General Plan identifies a goal to:

> *Protect people from the adverse effects of exposure to excessive noise and to achieve an environment in which people and land uses function without impairment from noise.*

The following policies, which are applicable for use at the Project, are intended to achieve this goal:

NE-1c: Control non-transportation-related noise from new projects. The total noise level resulting from new sources shall not exceed the standards in Table NE-2 of the recommended

revised policies as measured at the exterior property line of any adjacent noise-sensitive land use. Limit exceptions to the following:

1. If the ambient noise level exceeds the standard in Table NE-2, adjust the standard to equal the ambient level, up to a maximum of five dBA above the standard, provided that no measurable increase (i.e., +/- 1.5 dBA) shall be allowed.
2. Reduce the applicable standards in Table NE-2 by five dBA for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises, such as pile drivers and barking dogs at kennels.
3. Reduce the applicable standards in Table NE-2 by five dBA if the proposed use exceeds the ambient level by 10 dBA or more.
4. For short-term noise sources, which are permitted to operate no more than six days per year, such as concerts or race events, the allowable noise exposures shown in Table NE-2 may be increased by five dB. These events shall be subject to a noise management plan, including provisions for maximum noise level limits, noise monitoring, complaint response, and allowable hours of operation. The plan shall address potential cumulative noise impacts from all events in the area.
5. Noise levels may be measured at the location of the outdoor activity area of the noise-sensitive land use, rather than at the exterior property line of the adjacent noise-sensitive use, where:
    a. The property on which the noise-sensitive use is located has already been substantially developed pursuant to its existing zoning, and
    b. There is available open land on these noise-sensitive lands for noise attenuation.

    Note, this exception may not be used for vacant properties, which are zoned to all noise-sensitive uses.

Table 1. Maximum Allowable Noise Exposures for Non-Transportation Sources (Table NE-2)

Hourly Noise Metric[1]	Maximum Exterior Noise Level Standards, dBA	
	Daytime: 7:00 a.m. to 10:00 p.m.	Nighttime: 10:00 p.m. to 7:00 a.m.
L_{50} (30 minutes in any hour)	50	45
L_{25} (15 minutes in any hour)	55	50
L_{08} (5 minutes in any hour)	60	55
L_{02} (1 minute in any hour)	65	60

[1]The sound level exceeded n% of the time in any hour. For example, the L_{50} is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L_{02} is the sound level exceeded one minute in any hour.

EXISTING NOISE ENVIRONMENT

AMBIENT NOISE LEVELS

The primary ambient source of noise in the project area is the traffic along Westside Road. Other contributors to noise include airplanes flying overhead and agricultural-related activities in the area. To evaluate ambient noise levels on the project site at the closest noise-sensitive land uses, an ambient noise monitoring survey, consisting of two long-term noise measurements, was conducted between 3:00 p.m. on Friday, August 23, 2013, and 5:00 p.m. on Wednesday, August 28, 2013. LT-1 was located on the southern end of the property, approximately 110 feet (34 meters) from the centerline of Westside Road. This location represents the neighboring single-family residences. LT-2 was located at the tree line on the eastern boundary of the project site. Positioned approximately 185 feet (56 meters) from the Russian River, this long-term measurement location captured ambient noise away from Westside Road, which is in the vicinity

of Riverfront Regional Park. Figure 1 shows the approximate locations of both measurement sites.

The hourly trends in noise levels at LT-1 and LT-2 are shown in Figures 2 and 3, respectively. Included in each figure are the energy equivalent noise level, L_{eq}, and the statistical noise levels consistent with the limits set forth in Table NE-2 (noise levels exceeded 2, 8, 25, and 50 percent of the time).

Figure 2. Measured Noise Levels at LT-1

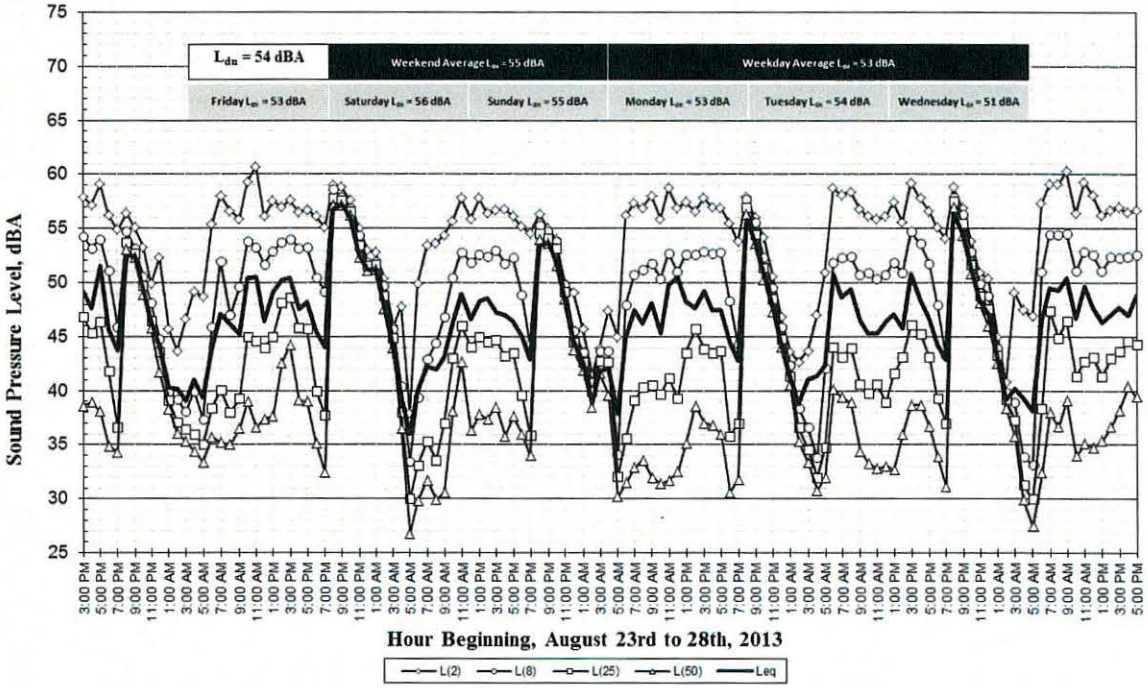
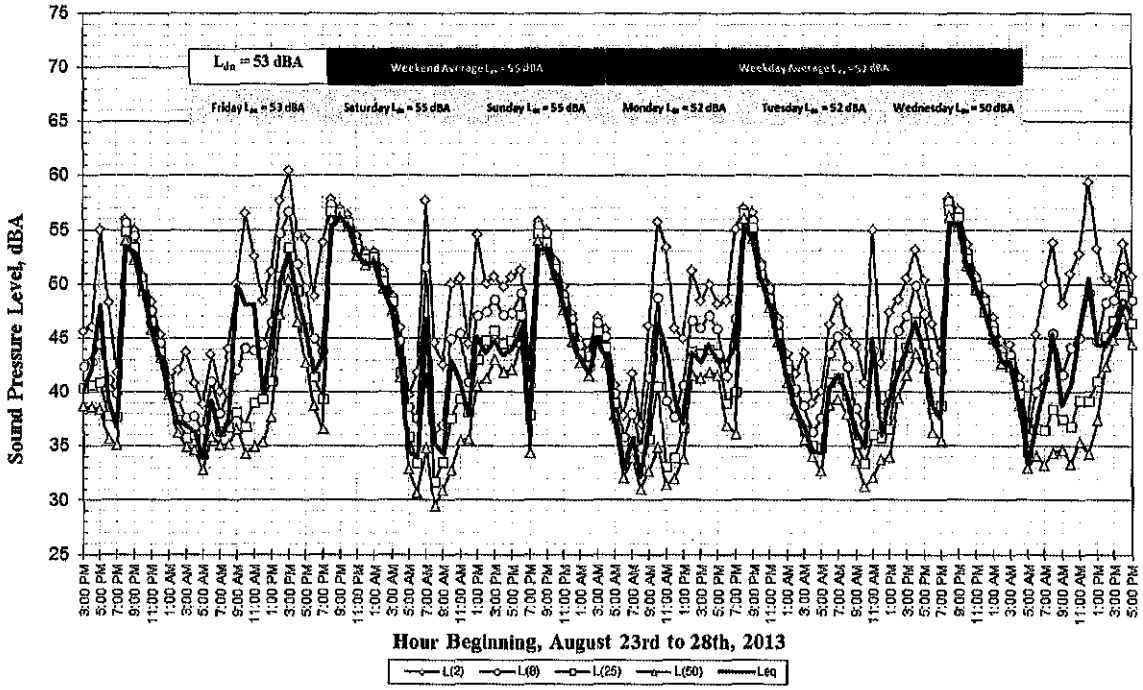


Figure 3. Measured Noise Levels at LT-2



From Figure 2, the daytime L_{eq} for the weekend (i.e., Saturday and Sunday) at LT-1 ranged from 42 to 57 dBA, with an average L_{eq} of 50 dBA. The nighttime L_{eq} for the weekend at LT-1 ranged from 36 to 56 dBA, with an average L_{eq} of 49 dBA. During the weekdays (i.e., Friday, Monday, Tuesday, and Wednesday), the average daytime and nighttime averages for L_{eq} ranged from 43 to 56 dBA, with an average of 50 dBA, and from 38 to 51 dBA, with an average of 46 dBA, respectively. The day-night average noise level, which is the L_{dn}, at LT-1 measured to be 55 dBA on the weekend and 53 dBA on the weekday. The overall L_{dn} for the entire testing period was 54 dBA. The chart in Figure 2 shows the average L_{dn} for each day of testing. The daytime and nighttime noise descriptors used to interpret the County's Noise Performance Standards at LT-1 for the measurement period are shown in Table 2.

For LT-2, which is shown in Figure 3, the average L_{eq} measurements from the weekend ranged from 34 to 56 dBA in the daytime, with an average of 49 dBA, and from 34 to 55 dBA in the nighttime, with an average of 48 dBA. On the weekdays, the average L_{eq} in the daytime ranged from 32 to 56 dBA, with an average of 48 dBA. In the nighttime, the average weekday L_{eq} ranged from 33 to 52 dBA, with an average of 45 dBA. The average weekend L_{dn} was 55 dBA, and on the weekday, the L_{dn} was approximately 52 dBA. The overall L_{dn} for the entire testing period at LT-2 was 53 dBA. The calculated L_{dn} for each day of testing is shown in Figure 3. The Noise Performance Standards at LT-2 are summarized in Table 2.

In comparing the hourly noise levels for each long-term measurement location, notice that the median noise levels, L_{50}, during the nighttime hours of 10:00 p.m. to 7:00 a.m. drop well-below 30 dBA on two different occasions near the roadway at LT-1 but barely drop as low as 30 dBA at LT-2 during the same period of time. This higher nighttime ambient noise further from the roadway is likely due to nighttime woodland insect noise.

Based on the results from LT-1 and LT-2, the L_{dn} levels measured on the weekend were approximately 2 to 3 dBA higher than on the weekdays. The weekend L_{eq} levels in the daytime were approximately 0 to 1 dBA higher than the weekdays, and in the nighttime, the weekend L_{eq} levels averaged to be approximately 3 dBA higher than on the weekdays. Since winery-related noise generally occurs at the same or higher rates on the weekends, ambient noise from the weekends will be used to conduct the impact assessment for the worst-case scenario.

Table 2: Measured Ambient Noise Levels

Hourly Noise Metric	Exterior Ambient Noise Levels			
	LT-1 (southern property line near Westside Road Noise)		LT-2 (eastern property line away from Westside Road Noise)	
	Avg. Daytime Level (Range)	Avg. Nighttime Level (Range)	Avg. Daytime Level (Range)	Avg. Nighttime Level (Range)
L_{50} (30 Min.)	**48** (34 to 58)	**47** (30 to 57)	**48** (32 to 57)	**47** (34 to 56)
L_{25} (15 Min.)	**52** (41 to 58)	**48** (33 to 57)	**49** (35 to 58)	**48** (36 to 56)
L_{08} (5 Min.)	**53** (43 to 59)	**48** (33 to 57)	**50** (35 to 58)	**48** (36 to 56)
L_{02} (1 Min.)	**57** (53 to 61)	**51** (38 to 59)	**53** (37 to 61)	**49** (37 to 56)

NOISE ASSESSMENT

Estimating the expected noise produced by, and impacts from, the proposed project at adjacent noise-sensitive uses requires three elements: 1) identification of what noise-producing operations are likely to occur; 2) the typical noise source levels for those operations; and 3) the temporal nature of the operations.

I. Identification of Noise-Producing Operations/Uses

There are a number of operations associated with wine production and events at the proposed facility that will produce noise. These include:

1. Project traffic;
2. Winery and seasonal production operations;
3. Maintenance and forklift operations; and
4. Special event noise.

II. Typical Noise Source Levels

To estimate the noise levels associated with project operations, some attention must be given to the temporal nature of the noise produced. Below each of the major winery-related noise-producing operations outlined above are discussed:

1. *Project Traffic* would produce the following type and range of traffic noise levels:
    a. Automobile and light-vehicle traffic accessing the tasting room would occur during the daytime hours, and noise produced is expected to include the sounds of vehicles accessing parking areas, engine starts, door slams, etc. These noises typically range from a maximum of 53 to 63 dBA at 50 feet (15 meters).
    b. The majority of truck traffic on the project site is expected to primarily access the winery building on the western side of Westside Road, though some truck traffic may also access other portions of the site. Noise levels generated by truck traffic are dependent on the size and speed of trucks; typically, maximum noise levels generated

by heavy-duty (i.e., semi-tractor trailer type) trucks would range from 70 dBA when traveling at constant speeds to 75 dBA when stopping/starting and maneuvering at a distance of 50 feet (15 meters). Medium (box type and delivery) trucks would typically have maximum levels ranging from 60 dBA when traveling at constant speeds to 65 dBA when stopping/starting and maneuvering at a distance of 50 feet.

2. *Winery and Seasonal Production Operations* would produce the following type and range of noise levels:
    a. Refrigeration equipment, as a maximum condition, is assumed to operate under constant conditions during the day and night. Though the model, type, and capacities of the cooling compressors for the facility are not specified, field measurements of such equipment show that sound levels from such equipment can produce levels between 50 and 65 dBA at 50 feet, with L_{50} noise levels of 60 dBA at 50 feet.
    b. Air compressors used for various processes in the facility typically cycle on and off based on the need for compressed air. Though the model, type, and capacities of the cooling compressors for the facility are not specified, we can estimate results based on field measurements of cooling compressors at other wineries. The equipment is expected to produce L_{50} sound levels of 62 dBA at 50 feet.
    c. Bottling would be constant on an hourly basis, although it is likely to occur for only a few weeks each year. Based on sound level measurements of bottling lines at other wineries, bottling operations can be expected to produce L_{50} sound levels between 65 and 70 dBA at 50 feet.
    d. Crush activities at medium to large-sized wineries typically occur for approximately two months each year. The majority of the noise sources associated with the crush include the operation of hoppers, presses, de-stemmers, separators, crushers, air compressors, forklifts, conveyors, etc. Average noise levels resulting from the crush are typically constant on an hourly basis. Individual pieces of crush-specific equipment, such as the separators and de-stemmers, are relatively quiet with sound levels around 50 dBA L_{eq} at approximately 50 feet. The composite crush activities at a large sized winery, such as a 60,000-case capacity facility, typically generate noise levels of approximately 66 dBA L_{eq} at a distance of 50 feet from the center of operations. During the crush, discrete maximum noise events, such as the setting of empty bins, may reach 70 to 80 dBA L_{max} or L_{02} at 50 feet from the center of operations.
3. *Maintenance and Forklift Operations* would produce intermittent noise depending upon the exact nature of the operation. These would likely occur at a much slower than a daily rate; although operations may span several hours, once initiated. Backup alarms (or beepers), which are repetitive and irritating by design, would also produce noise during these activities, and as with forklift operations, are expected to be intermittent by nature. Forklift use and associated backup alarm noise would be partially attenuated during crush-related activities by structure of the production building. Based on experience with other winery operations, it can be estimated that non-attenuated L_{08} noise levels from these operations may reach levels of 66 to 67 dBA at 50 feet.
4. *Special Events Noise*, such as concerts and weddings are not planned, nor requested, at the winery. The winery does plan to participate in industry-related events, averaging approximately 24 per year. Based on review of site plans, indoor events would be held in the building connected to the tasting room by a constructed bridge or within the walnut grove at the east boundary of the site. The baling barn will be located across the street from the production facilities. Table 3 summarizes typical noise levels generated by small-to-moderate sized events at distances of 50 feet from the source.

ILLINGWORTH & RODKIN, INC.
Acoustics • Air Quality
1 Willowbrook Court, Suite 120
Petaluma, California 94954
Tel: 707-794-0400 *Fax: 707-794-0405*
www.illingworthrodkin.com *illro@illingworthrodkin.com*

July 31, 2015

Ms. Becky Ver Meer
Permit and Resource Management Department
Sonoma County
2550 Ventura Avenue
Santa Rosa, California 95403

Subject: **Ramey Winery Project, Sonoma County, CA**
Environmental Noise Assessment Addendum

Dear Ms. Ver Meer:

The nearest residence to the proposed Ramey Winery Project site is adjacent to the proposed project site along the southern boundary. The shared property line would be approximately 1,340 feet from the Walnut Grove picnic grounds located along the eastern boundary of the project site. At the picnic grounds, outdoor special events are expected to take place. Based on the noise levels for typical noise sources that would occur during promotional events, noise levels at the shared property line of the nearest residence was calculated. Table 1 summarizes the results at this distance.

Outdoor amplified music at the Walnut Grove picnic area would exceed the County NE-2 standard at the property line of the nearest residence during nighttime hours by 1 dBA. There are no special events activities that would cause noise levels in excess of the standard during daytime hours at this location.

Table 1. Outdoor Special Events L_{50} Noise Levels in the Picnic Grove Area

NE-2 Limits, Ambient Noise Levels, and Adjustments	**L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA**
	Shared Property Line of Residence 1 (1,340 feet from Walnut Grove picnic grounds)
Unadjusted Table NE-2 Daytime Limit	50
Daytime Ambient Noise Levels	48
Daytime Ambient Exceeds NE-2 Limit?	No
Daytime NE-2 Ambient Adjustment	+0
NE-2 Adjustment for Speech and Music	-5
Unadjusted Table NE-2 Nighttime Limit	45
Nighttime Ambient Noise Levels	47
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**
Nighttime NE-2 Ambient Adjustment	+2
NE-2 Adjustment for Speech and Music	-5
Special Event L_{50} Noise Levels	**Shared Property Line of Residence 1 (1,340 feet from Walnut Grove picnic grounds)**
Outdoor Amplified Music	43
Outdoor Amplified Speech	42
Outdoor Non-Amplified Music	38
Outdoor Films – Voices/Music	35
Outdoor Raised Conversation	36
Adjusted NE-2 Limits and Compliance	**Shared Property Line of Residence 1 (1,340 feet from Walnut Grove picnic grounds)**
Event Noises Exceed Ambient by 10 dBA?	No (day & night)
NE-2 Adjustment	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	45
Adjusted Table NE-2 Nighttime Limit	42
Amplified Music Noise Exceeds Adjusted NE-2?	No (day) **Yes (night)**
Amplified Speech Exceeds Adjusted NE-2?	No (day & night)
Non-Amplified Music Exceeds Adjusted NE-2?	No (day & night)
Films – Voices/Music Exceeds Adjusted NE-2?	No (day & night)
Raised Conversation Exceeds Adjusted NE-2?	No (day & night)

Mitigation: Special/Promotional Events

In addition to the impacts expressed in the original noise report, dated October 2, 2014, for special/promotional events, outdoor amplified music at the Walnut Grove picnic area would exceed the County NE-2 standard during nighttime hours at the property line of the nearest residence located to the south of the project site. The following mitigation measures were proposed in the original noise report and would also suffice for the impact at the shared property line:

1. Amplified music and speech at events should only occur during daytime hours within the events barn or tasting room buildings, assuming the windows and doors are open, or in the picnic grove.

2. Outdoor events in the vicinity of the winery with non-amplified outdoor music and/or speech may occur outdoors only during daytime hours (7:00 a.m. to 10:00 p.m.).

3. Any outdoor event occurring beyond 10:00 p.m. should be moved indoors.

4. A noise management plan should be developed for daytime outdoor events with amplified music to allow for these events to be held in accordance with provision 4 of NE-1c of the Sonoma County Noise Element. Through this provision, allowable noise exposures can increase by 5 dB. As such, up to six daytime events with amplified music would be allowed, as predicted noise levels would fall at or below the short-term noise source limit.

With the implementation of these mitigation measures, noise levels would be maintained at or below the County NE-2 standard.

♦ ♦ ♦

Sincerely,

Carrie J. Janello
Consultant
Illingworth & Rodkin, Inc.

ENVIRONMENTAL NOISE ASSESSMENT
RAMEY WINERY PROJECT
7097 WESTSIDE ROAD
SONOMA COUNTY, CALIFORNIA

October 9, 2013
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Prepared for:

Mr. David Ramey
Ramey Vineyards, LLC
202 Haydon Street
P.O. Box 788
Healdsburg, CA 95448

Prepared by:

Carrie Janello and Fred Svinth
ILLINGWORTH & RODKIN, INC.
Acoustics & Air Quality
1 Willowbrook Court, Suite 120
Petaluma, CA 94954
(707) 794-0400

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INTRODUCTION

This noise assessment evaluates the existing noise environment and the potential for increased noise as a result of the proposed Ramey Wine Cellars Project (Project) on a parcel located at 7097 Westside Road near the City of Healdsburg in an unincorporated area of Sonoma County. Figure 1 shows a site map of the property. The proposed project includes production of 60,000 cases of wine, a tasting room, retail sales, and an area designated for trade-related special events. On the eastern side of Westside Road, the existing hop kiln will be converted into a public tasting room, and the existing hop barn will be converted into a private marketing space with a kitchen and two guest rooms. The two buildings will be connected by a bridge, which will also be constructed. On the western side the roadway, a new 60,000-case winery production facility with a cave area for wine barrel storage will be constructed. These facilities will not be open to the public except by invitation. Additionally, entryways, driveways, parking, walkways and site accessibility features are included in the project.

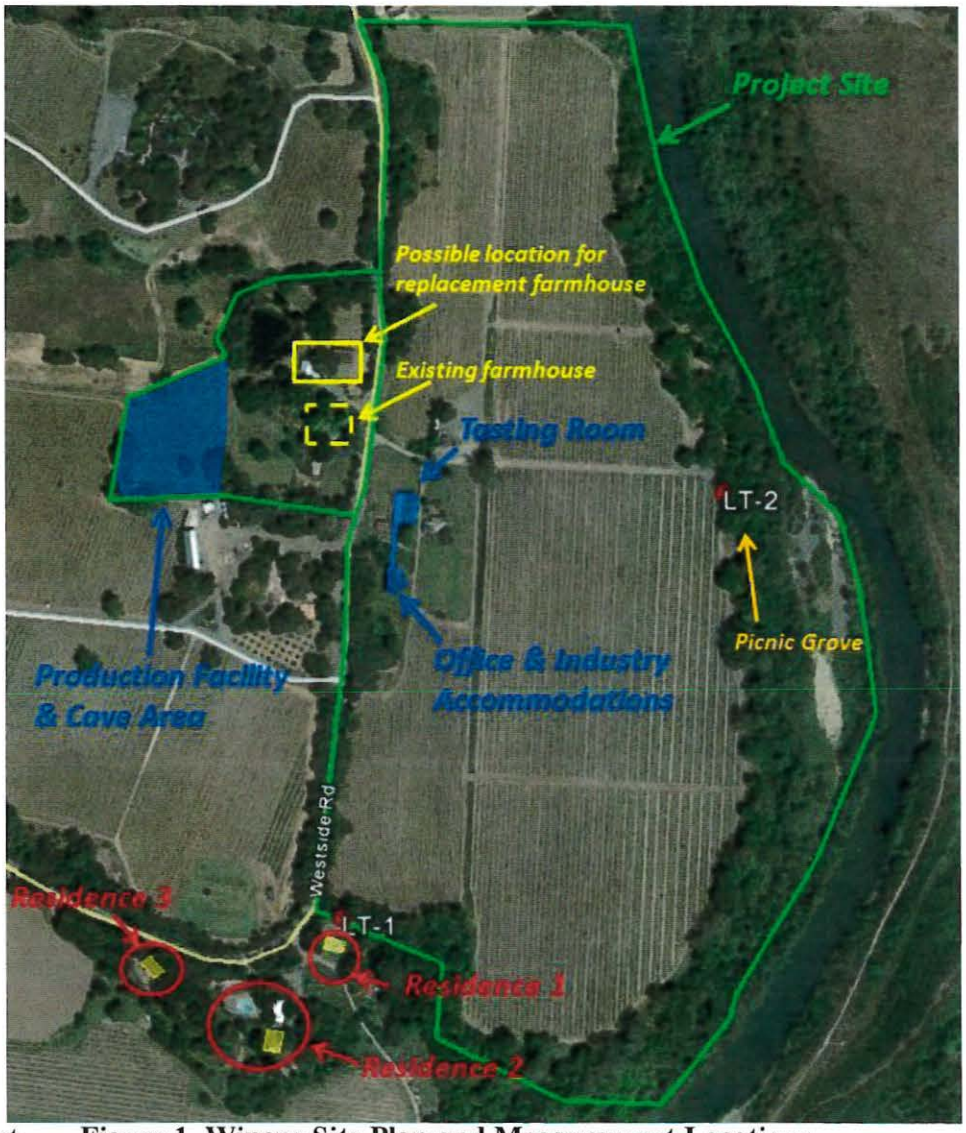


Figure 1. Winery Site Plan and Measurement Locations

The winery operations will include public tasting, retail sales, and trade-related special events. The staff will include fifteen employees between the winery and the tasting room. On average, 52 visitors per day are expected for tasting. The Project application includes provisions for 24 special events per year. These include 10 winemaker lunches or dinners with 30 persons in attendance, five 60-person private tastings, five 120-person private tastings, two 300-person new wine release tastings, and two 300-person industry-wide events. Table 1 summarizes each of the

special events proposed at the winery and provides number of guests, locations for the events on the property, and the hours of each event.

The winery is situated on a 75-acre parcel of land formerly occupied by Westside Farms. The property is bordered to the north by Gracianna Winery, to the northwest by Arista Winery, to the west by Williams Selyem Winery, and to the south and east by the Russian River. On the opposite side of the river is Riverfront Regional Park. To the south of the property lie single-family residences, as well. This report includes a summary of applicable noise regulations, the results of a noise monitoring survey conducted for the Project, and an assessment of noise impacts and mitigation measures necessary to meet the applicable County standards at adjacent noise sensitive land uses. Persons not familiar with environmental noise analysis are referred to Appendix A for additional discussion.

Table 1: Ramey Wine Cellars Proposed Events

Event Type	No. of Events per Year	Hours	Maximum No. of Guests	Event Location on the Property
Industry-wide Event	Total of 2 event days per year	10:00 a.m. to 5:00 p.m.[a]	300	Tasting rooms, and outdoor area between tasting rooms, or walnut grove
New wine release tastings – by invitation only	2	9:00 a.m. to 9:00 p.m.	300	Tasting rooms, and outdoor area between tasting rooms, or walnut grove
Private tastings	5	9:00 a.m. to 9:00 p.m.	120	Tasting rooms, outdoor area between tasting rooms, and walnut grove
Private tastings	5	11:00 a.m. to 3:00 p.m. or 6:00 p.m. to 9:00 p.m.	60	Tasting rooms, outdoor area between tasting rooms, and walnut grove
Winemaker lunches or dinners with on-site food preparation, and food and wine pairings	10	11:00 a.m. to 3:00 p.m. or 6:00 p.m. to 9:00 p.m.	30	Baling barn, walnut grove, and winery

[a]Industry-wide events must occur during the public tasting room hours.

REGULATORY BACKGROUND

The Sonoma County Noise Element of the 2000 General Plan identifies a goal to:

Protect people from the adverse effects of exposure to excessive noise and to achieve an environment in which people and land uses function without impairment from noise.

The following policies, which are applicable for use at the Project, are intended to achieve this goal:

NE-1c: Control non-transportation-related noise from new projects. The total noise level resulting from new sources shall not exceed the standards in Table NE-2 of the recommended revised policies as measured at the exterior property line of any adjacent noise-sensitive land use. Limit exceptions to the following:

1. If the ambient noise level exceeds the standard in Table NE-2, adjust the standard to equal the ambient level, up to a maximum of five dBA above the standard, provided that no measurable increase (i.e., +/- 1.5 dBA) shall be allowed.
2. Reduce the applicable standards in Table NE-2 by five dBA for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises, such as pile drivers and barking dogs at kennels.
3. Reduce the applicable standards in Table NE-2 by five dBA if the proposed use exceeds the ambient level by 10 dBA or more.
4. For short-term noise sources, which are permitted to operate no more than six days per year, such as concerts or race events, the allowable noise exposures shown in Table NE-2 may be increased by five dB. These events shall be subject to a noise management plan, including provisions for maximum noise level limits, noise monitoring, complaint response, and allowable hours of operation. The plan shall address potential cumulative noise impacts from all events in the area.
5. Noise levels may be measured at the location of the outdoor activity area of the noise-sensitive land use, rather than at the exterior property line of the adjacent noise-sensitive use, where:
    a. The property on which the noise-sensitive use is located has already been substantially developed pursuant to its existing zoning, and
    b. There is available open land on these noise-sensitive lands for noise attenuation.

    Note, this exception may not be used for vacant properties, which are zoned to all noise-sensitive uses.

Table 2. Maximum Allowable Noise Exposures for Non-Transportation Sources (Table NE-2)

Hourly Noise Metric[1]	Maximum Exterior Noise Level Standards, dBA	
	Daytime: 7:00 a.m. to 10:00 p.m.	Nighttime: 10:00 p.m. to 7:00 a.m.
L_{50} (30 minutes in any hour)	50	45
L_{25} (15 minutes in any hour)	55	50
L_{08} (5 minutes in any hour)	60	55
L_{02} (1 minute in any hour)	65	60

[1]The sound level exceeded n% of the time in any hour. For example, the L_{50} is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L_{02} is the sound level exceeded one minute in any hour.

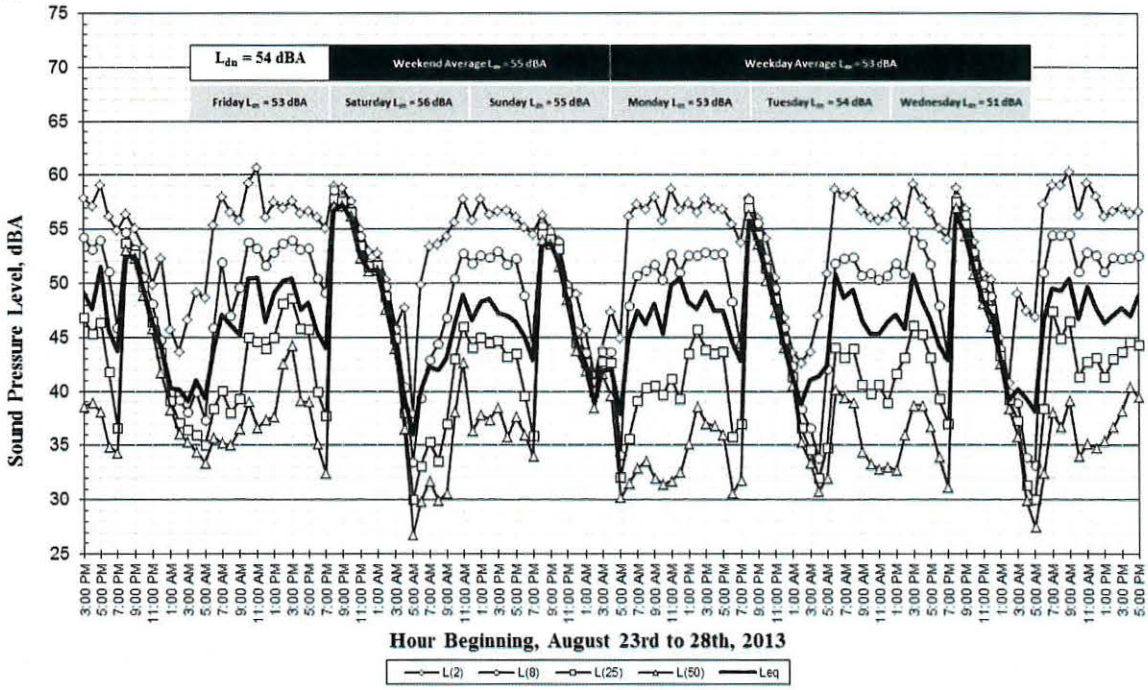
EXISTING NOISE ENVIRONMENT

AMBIENT NOISE LEVELS

The primary ambient source of noise in the project area is the traffic along Westside Road. Other contributors to noise include airplanes flying overhead and agricultural-related activities in the area. To evaluate ambient noise levels on the project site at the closest noise-sensitive land uses, an ambient noise monitoring survey, consisting of two long-term noise measurements, was conducted between 3:00 p.m. on Friday, August 23, 2013, and 5:00 p.m. on Wednesday, August 28, 2013. LT-1 was located on the southern end of the property, approximately 110 feet (34 meters) from the centerline of Westside Road. This location represents the neighboring single-family residences. LT-2 was located at the tree line on the eastern boundary of the project site. Positioned approximately 185 feet (56 meters) from the Russian River, this long-term measurement location captured ambient noise away from Westside Road, which is in the vicinity of Riverfront Regional Park. Figure 1 shows the approximate locations of both measurement sites.

The hourly trends in noise levels at LT-1 and LT-2 are shown in Figures 2 and 3, respectively. Included in each figure are the energy equivalent noise level, L_{eq}, and the statistical noise levels consistent with the limits set forth in Table NE-2 (noise levels exceeded 2, 8, 25, and 50 percent of the time).

Figure 2. Measured Noise Levels at LT-1

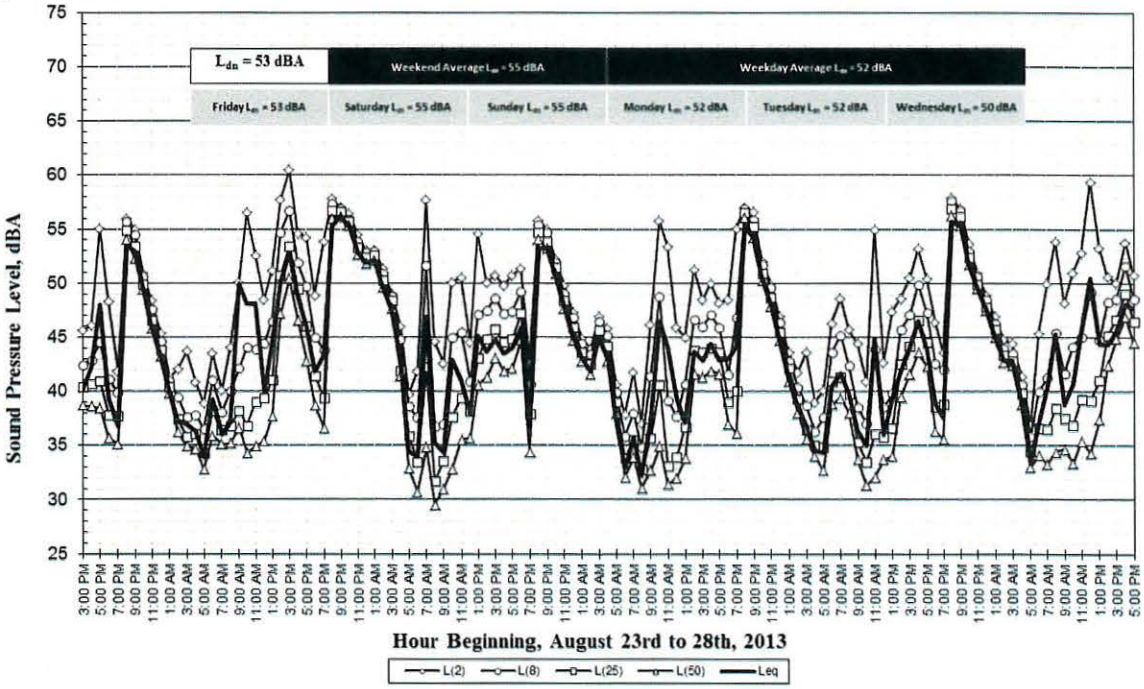


From Figure 2, the daytime L_{eq} for the weekend (i.e., Saturday and Sunday) at LT-1 ranged from 42 to 57 dBA, with an average L_{eq} of 50 dBA. The nighttime L_{eq} for the weekend at LT-1 ranged from 36 to 56 dBA, with an average L_{eq} of 49 dBA. During the weekdays (i.e., Friday, Monday, Tuesday, and Wednesday), the average daytime and nighttime averages for L_{eq} ranged from 43 to 56 dBA, with an average of 50 dBA, and from 38 to 51 dBA, with an average of 46 dBA, respectively. The day-night average noise level, which is the L_{dn}, at LT-1 measured to be 55 dBA

on the weekend and 53 dBA on the weekday. The overall L_{dn} for the entire testing period was 54 dBA. The chart in Figure 2 shows the average L_{dn} for each day of testing. The daytime and nighttime noise descriptors used to interpret the County's Noise Performance Standards at LT-1 for the measurement period are shown in Table 3.

For LT-2, which is shown in Figure 3, the average L_{eq} measurements from the weekend ranged from 34 to 56 dBA in the daytime, with an average of 49 dBA, and from 34 to 55 dBA in the nighttime, with an average of 48 dBA. On the weekdays, the average L_{eq} in the daytime ranged from 32 to 56 dBA, with an average of 48 dBA. In the nighttime, the average weekday L_{eq} ranged from 33 to 52 dBA, with an average of 45 dBA. The average weekend L_{dn} was 55 dBA, and on the weekday, the L_{dn} was approximately 52 dBA. The overall L_{dn} for the entire testing period at LT-2 was 53 dBA. The calculated L_{dn} for each day of testing is shown in Figure 3. The Noise Performance Standards at LT-2 are summarized in Table 3.

Figure 3. Measured Noise Levels at LT-2



In comparing the hourly noise levels for each long-term measurement location, notice that the median noise levels, L_{50}, during the nighttime hours of 10:00 p.m. to 7:00 a.m. drop well-below 30 dBA on two different occasions near the roadway at LT-1 but barely drop as low as 30 dBA at LT-2 during the same period of time. This higher nighttime ambient noise further from the roadway is likely due to nighttime woodland insect noise.

Based on the results from LT-1 and LT-2, the L_{dn} levels measured on the weekend were approximately 2 to 3 dBA higher than on the weekdays. The weekend L_{eq} levels in the daytime were approximately 0 to 1 dBA higher than the weekdays, and in the nighttime, the weekend L_{eq} levels averaged to be approximately 3 dBA higher than on the weekdays. Since winery-related

noise generally occurs at the same or higher rates on the weekends, ambient noise from the weekends will be used to conduct the impact assessment for the worst-case scenario.

Table 3: Measured Ambient Noise Levels

Hourly Noise Metric	Exterior Ambient Noise Levels			
	LT-1 (southern property line near Westside Road Noise)		LT-2 (eastern property line away from Westside Road Noise)	
	Avg. Daytime Level (Range)	Avg. Nighttime Level (Range)	Avg. Daytime Level (Range)	Avg. Nighttime Level (Range)
L_{50} (30 Min.)	**48** (34 to 58)	**47** (30 to 57)	**48** (32 to 57)	**47** (34 to 56)
L_{25} (15 Min.)	**52** (41 to 58)	**48** (33 to 57)	**49** (35 to 58)	**48** (36 to 56)
L_{08} (5 Min.)	**53** (43 to 59)	**48** (33 to 57)	**50** (35 to 58)	**48** (36 to 56)
L_{02} (1 Min.)	**57** (53 to 61)	**51** (38 to 59)	**53** (37 to 61)	**49** (37 to 56)

NOISE ASSESSMENT

Estimating the expected noise produced by, and impacts from, the proposed project at adjacent noise-sensitive uses requires three elements: 1) identification of what noise-producing operations are likely to occur; 2) the typical noise source levels for those operations; and 3) the temporal nature of the operations.

I. Identification of Noise-Producing Operations/Uses

There are a number of operations associated with wine production and events at the proposed facility that will produce noise. These include:

1. Project traffic;
2. Winery and seasonal production operations;
3. Maintenance and forklift operations; and
4. Special event noise.

II. Typical Noise Source Levels

To estimate the noise levels associated with project operations, some attention must be given to the temporal nature of the noise produced. Below each of the major winery-related noise-producing operations outlined above are discussed:

1. *Project Traffic* would produce the following type and range of traffic noise levels:
   a. Automobile and light-vehicle traffic accessing the tasting room would occur during the daytime hours, and noise produced is expected to include the sounds of vehicles accessing parking areas, engine starts, door slams, etc. These noises typically range from a maximum of 53 to 63 dBA at 50 feet (15 meters).
   b. The majority of truck traffic on the project site is expected to primarily access the winery building on the western side of Westside Road, though some truck traffic may also access other portions of the site. Noise levels generated by truck traffic are dependent on the size and speed of trucks; typically, maximum noise levels generated by heavy-duty (i.e., semi-tractor trailer type) trucks would range from 70 dBA when traveling at constant speeds to 75 dBA when stopping/starting and maneuvering at a distance of 50 feet (15 meters). Medium (box type and delivery) trucks would typically have maximum levels ranging

from 60 dBA when traveling at constant speeds to 65 dBA when stopping/starting and maneuvering at a distance of 50 feet.

2. *Winery and Seasonal Production Operations* would produce the following type and range of noise levels:
   a. Refrigeration equipment, as a maximum condition, is assumed to operate under constant conditions during the day and night. Though the model, type, and capacities of the cooling compressors for the facility are not specified, field measurements of such equipment show that sound levels from such equipment can produce levels between 50 and 65 dBA at 50 feet, with L_{50} noise levels of 60 dBA at 50 feet.
   b. Air compressors used for various processes in the facility typically cycle on and off based on the need for compressed air. Though the model, type, and capacities of the cooling compressors for the facility are not specified, we can estimate results based on field measurements of cooling compressors at other wineries. The equipment is expected to produce L_{50} sound levels of 62 dBA at 50 feet.
   c. Bottling would be constant on an hourly basis, although it is likely to occur for only a few weeks each year. Based on sound level measurements of bottling lines at other wineries, bottling operations can be expected to produce L_{50} sound levels between 65 and 70 dBA at 50 feet.
   d. Crush activities at medium to large-sized wineries typically occur for approximately two months each year. The majority of the noise sources associated with the crush include the operation of hoppers, presses, de-stemmers, separators, crushers, air compressors, forklifts, conveyors, etc. Average noise levels resulting from the crush are typically constant on an hourly basis. Individual pieces of crush-specific equipment, such as the separators and de-stemmers, are relatively quiet with sound levels around 50 dBA L_{eq} at approximately 50 feet. The composite crush activities at a large sized winery, such as a 60,000-case capacity facility, typically generate noise levels of approximately 66 dBA L_{eq} at a distance of 50 feet from the center of operations. During the crush, discrete maximum noise events, such as the setting of empty bins, may reach 70 to 80 dBA L_{max} or L_{02} at 50 feet from the center of operations.

3. *Maintenance and Forklift Operations* would produce intermittent noise depending upon the exact nature of the operation. These would likely occur at a much slower than a daily rate; although operations may span several hours, once initiated. Backup alarms (or beepers), which are repetitive and irritating by design, would also produce noise during these activities, and as with forklift operations, are expected to be intermittent by nature. Forklift use and associated backup alarm noise would be partially attenuated during crush-related activities by structure of the production building. Based on experience with other winery operations, it can be estimated that non-attenuated L_{08} noise levels from these operations may reach levels of 66 to 67 dBA at 50 feet.

4. *Special Events Noise*, such as concerts and weddings are not planned, nor requested, at the winery. The winery does plan to participate in industry-related events, averaging approximately 24 per year, which are summarized above in Table 1. The baling barn will be located across the street from the production facilities. Table 4, following, summarizes typical noise levels generated by small-to-moderate sized events at distances of 50 feet from the source which have been developed from measurements conducted by Illingworth & Rodkin at actual wedding and non-concert celebration/party events in the Northbay and

throughout the Bay Area[1]. The proposed project would not include amplified music or amplified speech at outdoor events.

In addition to the use of these vetted Event Source Levels, the project applicant has been asked by County Staff to evaluate amplified music events against a peak[2] L_{50} level for musical instruments of 88 dBA at 40 feet. We would note though actual peak (e.g. maximum) levels for musical instruments may reach this level, average sound levels would likely result in uncomfortably high sound levels for winery visitor (100 dBA at 10 feet from the music source). However, in keeping with the County's request, and to conduct an extremely conservative analysis of the impact of the amplified music at winery events, the L_{50} levels for amplified musical instruments of 88 dBA at 40 feet has been used in this analysis.

Table 4: Typical Noise Source Levels for Promotional Events (A-Weighted L_{50} Levels)

Event or Activity	Typical Noise Level @ 50 ft
Amplified Music[b]	72 dBA
Amplified Speech	71 dBA
Non-amplified (acoustic) Music	67 dBA
Films – Voices/Music	64 dBA
Raised Conversation	65 dBA

[b]Amplified concert-type music events are not proposed – such events would increase L_{50} noise levels to 80 dBA at 50 feet.

III. Propagation of sound

The final step in estimating the project noise levels is assessing the propagation of sound to the sensitive receptors. To do this, it is necessary to assume some rate of sound attenuation between the operations and receiver locations. The most dominant physical effect is due to the spreading out of sound waves with distance. For simple, single sources, such as fixed equipment and stationary truck operations, the divergence of the sound wave is hemispherical in nature, producing a reduction of 6 dB with each doubling of distance. For moving sources of noise, such as automobile traffic or truck movements, which are considered linear sources of noise, the divergence of the sound wave is cylindrical in nature, producing a reduction of 3 to 4 ½ dB with each doubling of distance. Other effects can modify these fall-off rates, such as partial shielding from buildings or topography, atmospheric attenuation of sound, ground absorption, and meteorological effects. These effects almost always reduce the noise, in addition to that due to sound divergence. As most of these effects will vary with time due to changing environmental conditions, it is most conservative to assume only attenuation due to divergence for outdoor activities and conservative (minimal) rate of structural attenuation (12 dBA) when operations are conducted within buildings, realizing that the actual noise level will be at or, most likely, below those predicted using this assumption at any one time.

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[1] These source levels have been used to analyze amplified music at non-concert type special events at over 30 winery projects since the current Sonoma County General Plan (2020) was adopted and have been also adopted by the Sonoma County Winery Event Working Group as typical noise levels for winery event activities.

2 The use of the term "peak" in describing an L_{50} level has been reported from the source used by County Staff; however, we would note that such a term appears to be an oxymoron since the statistically based L_{50} (or median level) is by definition an average and not a peak level.

To evaluate noise impacts on area noise sensitive uses, noise levels were propagated to three representative residences. There is also an existing farmhouse on the project site to the west of Westside Road. This residence is to be demolished, and therefore, does not require noise propagation calculations. Noise propagation calculations were completed on the following residences (see Figure 1 for locations):

1. *Residence 1*: This residence is located in the vicinity of LT-1. It is south of the project site on the same side of Westside Road as the tasting room and public and private tasting rooms and therefore on the opposite side as the wine production building. The residence is approximately 75 feet (23 meters) from the centerline of Westside Road. The front yard of this home is represented by the calculated noise levels for monitoring position LT-1.
2. *Residence 2*: This residence is also located to the south of the project site. Residence 2 is also south of Residence 1 and slightly west. Since Westside Road turns westward just south of Residence 1, the alignment of Residence 2 is such that it is located directly south of the wine production building. This property includes an outdoor pool area that is approximately 100 to 170 feet (30 to 52 meters) from the centerline of Westside Road. The front yard of the home ranges from 52 to 180 feet (16 to 55 meters) from the centerline of the roadway, and the front façade of the home is 190 to 215 feet (58 to 66 meters) from the roadway centerline. Due to the proximity of the home to LT-1, the calculated noise levels at this monitoring location are represented by LT-1 minus 3 dBA.
3. *Residence 3*: While on the same side of Westside Road as Residences 1 and 2, the geometry of the roadway is such that Residence 3 is southwest of the wine production building. Positioned approximately 50 to 75 feet (15 to 23 meters) from the centerline of Westside Road, this home is also best represented by LT-1 plus 3 dBA.

Ambient noise levels at these residences under worst case (i.e., weekend) conditions were calculated using the sound level differences noted above and the measurement results shown in Table 3 for the long-term noise measurement, LT-1. Table 5 summarizes the calculated levels for all four residences.

Table 5: Calculated Ambient Noise Levels at Adjacent Noise-Sensitive Uses

Hourly Noise Metric	Exterior Ambient Noise Levels, dBA					
	Residence 1		Residence 2		Residence 3	
	Avg. Daytime Level	Avg. Nighttime Level	Avg. Daytime Level	Avg. Nighttime Level	Avg. Daytime Level	Avg. Nighttime Level
L_{50} (30 min.)	48	47	45	44	51	50
L_{25} (15 min.)	52	48	49	45	55	51
L_{08} (5 min.)	53	48	50	45	56	51
L_{02} (1 min.)	57	51	54	48	60	54

IMPACT ASSESSMENT

Impact 1: Traffic, Parking Lot and Truck Noise

Automobile parking and traffic

On the east side Westside Road where the tasting room and office and industry accommodations are located, the existing driveways and parking areas will be used. The parking lot will be enhanced, but the general location will remain the same. Residence 1 (represented by LT-1 at the southern boundary of the winery property) is approximately 960 feet from the nearest parking area; Residences 2 (located further south of LT-1 along Westside Road) and 3 (located to the west of LT-1, also along Westside Road) are approximately 1,220 and 1,210 feet, respectively, from the nearest parking area. Based on these distances, noise generated by automobile and light vehicles would be between 28 and 38 dBA at Residence 1 and between 25 and 35 dBA at both Residences 2 and 3. Given the expected visitor and employee use, these activities are expected to occur for less than five minutes out of an hour on a typical day and fall in the L_{02} NE-2 daytime category of 65 dBA (see Table 2). However, during events or on busy weekends, such activities may occur more frequently and fall in the L_{08} NE-2 daytime category of 60 dBA. The ambient noise environment in this area is described by measurements at site LT-1. Table 6 summarizes the assessment of automobile noise in driveways and in parking lots.

Table 6: Driveway and Parking Lot Automobile L_{08} Noise Levels

	L_{08} (Noise Level Exceeded 5 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	60	60	60
Daytime Ambient Noise Levels	53	50	56
Ambient Exceeds NE-2 Limit	No	No	No
NE-2 Adjustment	+0	+0	+0
Driveway/Parking Lot Noise at Receiver	**28 to 38**	**25 to 35**	**25 to 35**
Operations Exceed Ambient by 10 dBA?	No	No	No
NE-2 Adjustment	+0	+0	+0
Adjusted Table NE-2 Daytime Limit	60	60	60
Driveway/Parking Noise Exceeds NE-2?	No	No	No

Based on this finding, noise levels associated with automobiles and light vehicles using the project driveways and parking lots would not exceed the daytime NE-2 noise standards at the nearest residences.

Truck traffic

Trucks visiting the winery site will use the new driveway to access the wine production facility on the west side of the roadway. This main winery access path will take constant speed and maneuvering trucks within respective distances of approximately 1,170 to 1,335 feet of Residence 1, 1,290 to 1,595 feet of Residence 2, and 1,200 to 1,515 feet of Residence 3. Using these distances, noise generated by heavy-duty trucks may range from 48 to 56 dBA at Residence 1 and from 47 to 55 dBA at both Residences 2 and 3. The noise generated by medium-duty trucks ranged from 38 to 46 dBA at Residence 1 and from 37 to 45 dBA at Residences 2 and 3. Truck operations are expected to occur during daytime hours only and on a basis of one to five minutes per hour, or less, since it is unlikely that more than one heavy truck would arrive and depart during any given hour. Thus, truck operations would fall in the L_{02} NE-2 category of 65 dBA (see Table 2) at the adjacent residential uses. Table 7, below, presents and summarizes the assessment of truck traffic noise.

Table 7: Truck L_{02} Noise Levels

	L_{02} (Noise Level Exceeded 1 minute in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	65	65	65
Daytime Ambient Noise Levels	57	54	60
Ambient Exceeds NE-2 Limit	No	No	No
NE-2 Adjustment	+0	+0	+0
Heavy Truck Operations at Receiver	**48 to 56**	**47 to 55**	**47 to 55**
Medium Truck Operations at Receiver	**38 to 46**	**37 to 45**	**37 to 45**
Operations Exceed Ambient by 10 dBA?	No	No	No
NE-2 Adjustment	+0	+0	+0
Adjusted Table NE-2 Daytime Limit	65	65	65
Truck Traffic Noise Exceeds NE-2?	No	No	No

Based on these findings, noise associated with truck traffic at the project is not expected to exceed daytime NE-2 noise standards at the nearest residences.

Mitigation 1: None Needed

Impact 2: Mechanical Equipment Noise

The project would likely include noise-generating mechanical equipment, such as air-cooled condensing units, pumps, and compressors, at the wine production facility, as well as less-significant sources of noise, such as air-conditioning systems and exhaust fans. The project description and drawings do not indicate the location of such equipment. This equipment may be located within the structures or positioned so that the structures provide shielding for noise caused by the equipment. However, considering a worst-case scenario where the equipment is placed outside of production buildings and not shielded from the adjacent residences, the equipment may be located as close as 1,210 feet from Residence 1, as 1,300 feet from Residence 2, and as close as 1,170 feet from Residence 3.

Using the source levels discussed above and a 6 dB sound reduction for each doubling of the distance between the noise source and the receivers, constant L_{50} noise levels from mechanical equipment may be between an L_{50} of 32 and 34 dBA at Residences 1 and 2 and between an L_{50} of 33 and 35 dBA at Residence 3. Table 8, following, summarizes the assessment of mechanical equipment noise.

Based on these findings, noise associated with mechanical equipment is not expected to exceed daytime or nighttime NE-2 noise standard at the nearest residences.

Mitigation 2: None Needed

Table 8: Mechanical Equipment L_{50} Noise Levels

	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Adjustment	+0	+0	+1
Unadjusted Table NE-2 Nighttime Limit	45	45	45
Nighttime Ambient Noise Levels	47	44	50
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**	No	**Yes**
Nighttime NE-2 Adjustment	+2	+0	+5
Mechanical Equipment Noise at Receiver	**32 to 34**	**32 to 34**	**33 to 35**
Operations Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	50	50	51
Adjusted Table NE-2 Nighttime Limit	47	45	50
Mechanical Equipment Noise Exceeds NE-2?	No (day & night)	No (day & night)	No (day & night)

Impact 3: Crush-Related Noise

Annual crush-related activities would take place within the new wine production building. The crush pad & press equipment room will be located on the first floor and on the western side of the building, which indicates considerable shielding of crush-related noise by the building itself from the nearby residences. Based on the Winery Floor Plans provided, the space above the crush pad will be open to the second floor, but it is unclear if the area will be open or closed to nature. Assuming the worst case scenario, crush-related activities will be considered to occur outdoors. From the plans for the project site and the building plans, the future location of the crush pad was estimated, and using Google Earth, the distances to the each residence was approximated. The crush pad will be within 1,280 feet of Residence 1, within 1,400 feet of Residence 2 and within 1,275 feet of Residence 3. Using the source levels discussed above and a 6 dB sound reduction for each doubling of the distance, constant L_{50} noise levels from crush-related activities would be approximately 38 dBA at Residence 1, 37 dBA at Residence 2, and 38 dBA at Residence 3. Table 9, below, summarizes these calculations. The maximum noise events discussed above, such as bin drops, etc., would be an L_{02} of 42 to 52 dBA at Residence 1, 41 to 51 dBA at Residence 2, and 42 to 52 dBA at Residence 3. Table 10 summarizes the maximum noise events assessment of crush-related activities.

Table 9: Crush-Related L_{50} Noise Levels

	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Adjustment	+0	+0	+1
Unadjusted Table NE-2 Nighttime Limit	45	45	45
Nighttime Ambient Noise Levels	47	44	50
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**	No	**Yes**
Nighttime NE-2 Adjustment	+2	+0	+5
Crush-Related Noise at Receiver	**38**	**37**	**38**
Operations Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	50	50	51
Adjusted Table NE-2 Nighttime Limit	47	45	50
Crush-Related Noise Exceeds NE-2?	No (day & night)	No (day & night)	No (day & night)

Table 10: Crush-Related L_{02} Noise Levels

	L_{02} (Noise Level Exceeded 1 minute in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	65	65	65
Daytime Ambient Noise Levels	57	54	60
Daytime Ambient Exceeds NE-2 Limit?	No	No	No
Daytime NE-2 Adjustment	+0	+0	+0
Unadjusted Table NE-2 Nighttime Limit	60	60	60
Nighttime Ambient Noise Levels	51	48	54
Nighttime Ambient Exceeds NE-2 Limit?	No	No	No
Nighttime NE-2 Adjustment	+0	+0	+0
Crush-Related Noise at Receiver	**42 to 52**	**41 to 51**	**42 to 52**
Operations Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	65	65	65
Adjusted Table NE-2 Nighttime Limit	60	60	60
Crush-Related Noise Exceeds NE-2?	No (day & night)	No (day & night)	No (day & night)

Based on the findings shown, noise associated with crush related noise is not expected to exceed daytime or nighttime NE-2 noise standard at the nearest residences.

Mitigation 3: None Needed

Impact 4: Bottling Noise

According to the building floor plans provided, bottling will be done in the production facility area, next to the truck access loading zone. The building will provide shielding from noise created during bottling activities. The distances from the bottling area to the nearby residences are as follows: 1,225 feet from Residence 1, 1,345 feet from Residence 2, and 1,200 feet from Residence 3. Based on these distances and the noise shielding, noise from bottling activities are expected to be an L_{50} of 37 to 42 dBA at Residence 1, an L_{50} of 36 to 41 dBA at Residence 2, and an L_{50} of 37 to 42 dBA at Residence 3. Table 11 summarizes the assessment of bottling noise.

Table 11: Bottling L_{50} Noise Levels

	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Adjustment	+0	+0	+1
Unadjusted Table NE-2 Nighttime Limit	45	45	45
Nighttime Ambient Noise Levels	47	44	50
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**	No	**Yes**
Nighttime NE-2 Adjustment	+2	+0	+5
Bottling Noise at Receiver	**37 to 42**	**36 to 41**	**37 to 42**
Operations Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	50	50	51
Adjusted Table NE-2 Nighttime Limit	47	45	50
Bottling Noise Exceeds NE-2?	No (day & night)	No (day & night)	No (day & night)

Based on these findings, noise associated with bottling is not expected to exceed daytime or nighttime NE-2 noise standard at any of the adjacent residences.

Mitigation 4: None Needed

Impact 5: Maintenance and Forklift Operations

Forklift and maintenance operations would likely take place on the first floor inside the new winery building, in the outdoor crushing and receiving areas, and possibly in the winery caves. Such activities within the winery building would receive significant noise shielding from the building and are not analyzed here. The crushing area would also receive considerable shielding from the building. Outdoor forklift and maintenance operations are considered a worst-case condition and are analyzed. Based on a review of project drawings, the outdoor area closest to the adjacent residences would be the receiving area/truck access, which was mentioned above as being within 1,335 feet of Residence 1, within 1,595 feet of Residence 2, and within 1,515 feet of Residence 3. Using the source levels discussed above and a 6 dB sound reduction for each doubling of the distance between the noise source and the receivers, noise from forklift and maintenance operations activities are expected to be an L_{08} of between 37 and 38 dBA at Residence 1 and an L_{08} of between 36 and 37 dBA at Residences 2 and 3. Table 12, following, summarizes the assessment of noise due to forklift and maintenance operations. Note, forklift and maintenance operations will only occur during the daytime hours.

Table 12: Forklift and Maintenance L_{08} Noise Levels

	L_{08} (Noise Level Exceeded 5 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	60	60	60
Daytime Ambient Noise Levels	53	50	56
Ambient Exceeds NE-2 Limit?	No	No	No
NE-2 Adjustment	+0	+0	+0
Forklift/Maintenance Operations at Receiver	**37 to 38**	**36 to 37**	**36 to 37**
Operations Exceed Ambient by 10 dBA?	No	No	No
NE-2 Adjustment	+0	+0	+0
Adjusted Table NE-2 Daytime Limit	60	60	60
Forklift/Maintenance Operations Noise Exceed NE-2?	No	No	No

Based on the findings shown in Table 12, noise associated with forklift and maintenance operations is not expected to exceed daytime NE-2 noise standard at the nearest residences.

Mitigation 5: None Needed

Impact 6: Event Noise at adjacent residential uses

Special events, such as concerts and weddings, are not planned, nor requested at the winery; however, the winery does plan to participate in county-wide industry events. The project application includes provisions for 24 special events per year, including 10 winemaker lunches or dinners with 30 persons in attendance, five 60-person private tastings, five 120-person private tastings, two 300-person new wine release tastings, and two 300-person industry-wide events. For an event consisting of 300 persons, a staff of approximately 14 people is expected. Table 1 provides locations and hours of these events. It should be noted that amplified music and amplified speech are not proposed at any outdoor events.

A review of the project site plans indicates that outdoor events may be held either on the east side of Westside Road in the vicinity of the tasting room and barn or in the picnic grove area located along the eastern boundary of the property near LT-2. Indoor events would be held inside the tasting room or barn. The production facility on the west side of the roadway will only be opened to guests by invitation only. Based on a review of building plans and elevations, events occurring within the winery buildings would receive noise shielding from the building structures estimated at 12 dBA with open windows and/or doors, and a minimum of 22 dBA with closed non-sound rated windows and/or doors. However, the outdoor events held in the garden area or yard between the tasting room/barn and Westside Road, in the yard south of the barn, in the yard east of the barn, or in the picnic grove area would receive little to no noise attenuation from intervening terrain or building structures at Residences 1, 2, and 3. The outdoor area between the tasting room and the barn would have some shielding from the barn structure.

Based on a review of aerial photos and the project site plan, distance information obtained using Google Earth indicates that outdoor events that take place around the tasting room and baling barn could be situated as close as 690 feet from Residence 1, 900 feet from Residence 2, and 915 feet from Residence 3. The outdoor events taking place in the picnic grove area would be approximately 1,525 feet from Residence 1, 1,775 feet from Residence 2, and 1,900 feet from Residence 3. The event space and guest rooms located in the barn are the closest indoor rooms for events. From the maps, indoor events at these locations would be as close as 885 feet from Residence 1, 1,100 feet from Residence 2, and 1,110 feet from Residence 3. Using these distances and the noise shielding considerations for outdoor and indoor events, the L_{50} sound levels for the typical noise source levels listed in Table 4 (and the County requested *peak* L_{50} level for musical instruments of 88 dBA at 40 feet) for outdoor and indoor events have been calculated at Residences 1, 2, and 3. Tables 13 and 14 summarize the assessments for outdoor special events noise around the winery and in the picnic grove area, respectively. Since amplified music and speech are not proposed at these outdoor events, they are not shown in Tables 13 and 14. Table 15 summarizes the assessment for the indoor special events noise. Since Table 1 indicates that special events would not occur during nighttime hours (10:00 p.m. to 7:00 a.m.),

the County's nighttime limits shown in Table NE-2 would not be applicable to the proposed project and are not shown in Tables 13 through 15.

Table 13: Outdoor Special Events L_{50} Noise Levels in the Vicinity of the Winery

NE-2 Limits, Ambient Noise Levels, and Adjustments	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Ambient Adjustment	+0	+0	+1
NE-2 Adjustment for Speech and Music	-5	-5	-5
Special Event L_{50} Noise Levels	**Residence 1**	**Residence 2**	**Residence 3**
Outdoor Non-Amplified Music	44	42	42
Outdoor Films – Voices/Music	41	39	39
Outdoor Raised Conversation	42	40	40
Adjusted NE-2 Limits and Compliance	**Residence 1**	**Residence 2**	**Residence 3**
Event Noises Exceed Ambient by 10 dBA?	No (all sources)		
NE-2 Adjustment	+0 (all sources)		
Adjusted Table NE-2 Daytime Limit	45	45	46
Non-Amplified Music Exceeds Adjusted NE-2?	No	No	No
Films – Voices/Music Exceeds Adjusted NE-2?	No	No	No
Raised Conversation Exceeds Adjusted NE-2?	No	No	No

Based on the findings shown in Table 13, no impacts are expected during outdoor events in the vicinity of the winery.

Table 14. Outdoor Special Events L_{50} Noise Levels in the Picnic Grove Area

NE-2 Limits, Ambient Noise Levels, and Adjustments	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Ambient Adjustment	+0	+0	+1
NE-2 Adjustment for Speech and Music	-5	-5	-5
Special Event L_{50} Noise Levels	**Residence 1**	**Residence 2**	**Residence 3**
Outdoor Non-Amplified Music	37	36	35
Outdoor Films – Voices/Music	34	33	32
Outdoor Raised Conversation	35	34	33
Adjusted NE-2 Limits and Compliance	**Residence 1**	**Residence 2**	**Residence 3**
Event Noises Exceed Ambient by 10 dBA?	No (all sources)		
NE-2 Adjustment	+0 (all sources)		
Adjusted Table NE-2 Daytime Limit	45	45	46
Non-Amplified Music Exceeds Adjusted NE-2?	No	No	No
Films – Voices/Music Exceeds Adjusted NE-2?	No	No	No
Raised Conversation Exceeds Adjusted NE-2?	No	No	No

Based on the findings shown in Table 14, sound levels for all proposed noise sources at these outdoor events would comply with the County NE-2 standard.

Table 15. Indoor Special Events L_{50} Noise Levels

NE-2 Limits, Ambient Noise Levels, and Adjustments	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Ambient Adjustment	+0	+0	+1
NE-2 Adjustment for Speech and Music	-5	-5	-5
Special Event L_{50} Noise Levels	**Residence 1**	**Residence 2**	**Residence 3**
Indoor Amplified Music[1]	49	47	47
Indoor Amplified Speech	34	32	32
Indoor Non-Amplified Music	30	28	28
Indoor Films – Voices/Music	27	25	25
Indoor Raised Conversation	28	26	26
Adjusted NE-2 Limits and Compliance	**Residence 1**	**Residence 2**	**Residence 3**
Event Noises Exceed Ambient by 10 dBA?	No (all sources)		
NE-2 Adjustment	+0 (all sources)		
Adjusted Table NE-2 Daytime Limit	45	45	46
Amplified Music Noise Exceeds Adjusted NE-2?	**Yes**	**Yes**	**Yes**
Amplified Speech Exceeds Adjusted NE-2?	No	No	No
Non-Amplified Music Exceeds Adjusted NE-2?	No	No	No
Films – Voices/Music Exceeds Adjusted NE-2?	No	No	No
Raised Conversation Exceeds Adjusted NE-2?	No	No	No

Notes: 1. Amplified Music levels have been evaluated using a *peak* L_{50} level for musical instruments of 88 dBA at 40 feet as requested by County Staff. The use of these levels results in sound levels 14 dBA higher than those which have been adopted by the Sonoma County Winery Event Working Group and have been used by I&R to analyze amplified music at non-concert type winery events since the adoption of the current (2020) County General Plan. (see discussion on page 7).

Based on the findings shown in Table 15 indoor events with amplified music would exceed the County daytime and nighttime NE-2 standards at all of the three adjacent residences by between 1 to 2 dBA during daytime hours. However, the findings shown in Table 15 indicate that indoor events with amplified speech, non-amplified music, films, or raised conversations would not exceed the County daytime NE-2 standards at any of the adjacent residences.

In terms of exceedances of the County Standards, the above findings for outdoor and indoor events show that amplified music at events within buildings with open windows would exceed the daytime County NE-2 standard at Residences 1, 2 and 3.

Mitigation 6: Special/Promotional Events

Since even noise has the potential to result in levels exceeding the standard fairly significantly, the following measures should be included in the project:

1. Amplified music at events should only occur within the baling barn or tasting room buildings with closed windows and doors.
2. With closed windows and doors, indoor events with amplified speech or music may occur during daytime hours.

APPENDIX A:
FUNDAMENTAL CONCEPTS OF ENVIRONMENTAL ACOUSTICS

Noise may be defined as unwanted sound. Noise is usually objectionable because it is disturbing or annoying. The objectionable nature of sound may be caused by either its *pitch* or its loudness. *Pitch* is the height or depth of a tone or sound, depending on the relative rapidity (frequency) of the vibrations by which it is produced. Higher pitched signals sound louder to humans than sounds with a lower pitch. *Loudness* is intensity of sound waves combined with the reception characteristics of the ear. Intensity may be compared with the height of an ocean wave in that it is a measure of the amplitude of the sound wave.

In addition to the concepts of pitch and loudness, there are several noise measurement scales that are used to describe noise in a particular location. *A decibel (dB)* is a unit of measurement that indicates the relative amplitude of a sound. The zero on the decibel scale is based on the lowest sound level that the healthy, unimpaired human ear can detect. Sound levels in decibels are calculated on a logarithmic basis. An increase of 10 decibels represents a ten-fold increase in acoustic energy, while 20 decibels is 100 times more intense, 30 decibels is 1,000 times more intense, etc. There is a relationship between the subjective noisiness or loudness of a sound and its intensity. Each 10-decibel increase in sound level is perceived as approximately a doubling of loudness over a fairly wide range of intensities. Technical terms are defined in Table A1. There are several methods of characterizing sound. The most common in California is the *A-weighted sound level or dBA.* This scale gives greater weight to the frequencies of sound to which the human ear is most sensitive. Representative outdoor and indoor noise levels in units of dBA are shown in Table A2.

Because sound levels can vary markedly over a short period of time, a method for describing either the average character of the sound or the statistical behavior of the variations must be utilized. Most commonly, environmental sounds are described in terms of an average level that has the same acoustical energy as the summation of all the time-varying events. This energy-equivalent sound/noise descriptor is called L_{eq}. The most common averaging period is hourly, but L_{eq} can describe any series of noise events of arbitrary duration.

The scientific instrument used to measure noise is the sound level meter. Sound level meters can accurately measure environmental noise levels to within about plus or minus 1 dBA. Various computer models are used to predict environmental noise levels from sources, such as roadways and airports. The accuracy of the predicted models depends upon the distance the receptor is from the noise source. Close to the noise source, the models are accurate to within about plus or minus 1 to 2 dBA.

TERM	DEFINITIONS
Decibel, dB	A unit describing the amplitude of sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micropascals (20 micronewtons per square meter).
Frequency, Hz	The number of complete pressure fluctuations per second above and below atmospheric pressure.
A-Weighted Sound Level, dBA	The sound pressure level in decibels as measured on a sound level meter using the A-weighting filter network. The A-weighting filter de-emphasizes the very low and very high frequency components of the sound in a manner similar to the frequency response of the human ear and correlates well with subjective reactions to noise. All sound levels in this report are A-weighted, unless reported otherwise.
L_{01}, L_{10}, L_{50}, L_{90}	The A-weighted noise levels that are exceeded 1%, 10%, 50%, and 90% of the time during the measurement period.
Equivalent Noise Level, L_{eq}	The average A-weighted noise level during the measurement period.
Day/Night Noise Level, L_{dn}	The average A-weighted noise level during a 24-hour day, obtained after addition of 10 decibels to levels measured in the night between 10:00 pm and 7:00 am.
L_{max}, L_{min}	The maximum and minimum A-weighted noise level during the measurement period.
Ambient Noise Level	The composite of noise from all sources near and far. The normal or existing level of environmental noise at a given location.
Intrusive	That noise which intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends upon its amplitude, duration, frequency, and time of occurrence and tonal or informational content as well as the prevailing ambient noise level.

Definitions Of Acoustical Terms | **Table A1**

ILLINGWORTH & RODKIN, INC./Acoustical Engineers

Since the sensitivity to noise increases during the evening and at night -- because excessive noise interferes with the ability to sleep -- 24-hour descriptors have been developed that incorporate artificial noise penalties added to quiet-time noise events. The *Day/Night Average Sound Level, Ldn,* is a measure of the cumulative noise exposure in a community, with a 10 dB penalty added to nighttime (10:00 pm - 7:00 am) noise levels.

At a Given Distance From Noise Source	A-Weighted Sound Level in Decibels	Noise Environments	Subjective Impression
	140		
Civil Defense Siren (100')	130		
Jet Takeoff (200')	120		Pain Threshold
	110	Rock Music Concert	
Diesel Pile Driver (100')	100		Very Loud
	90	Boiler Room	
Freight Cars (50')		Printing Press Plant	
Pneumatic Drill (50')	80		
Freeway (100')		In Kitchen With Garbage	
Vacuum Cleaner (10')	70	Disposal Running	Moderately Loud
	60	Data Processing Center	
Light Traffic (100')	50	Department Store	
Large Transformer (200')			
	40	Private Business Office	Quiet
Soft Whisper (5')	30	Quiet Bedroom	
	20	Recording Studio	
	10		Threshold of Hearing
	0		

Typical Sound Levels Measured In The Environment And Industry — **Table A2**

ILLINGWORTH & RODKIN, INC./Acoustical Engineers

Effects of Noise

Sleep and Speech Interference: The thresholds for speech interference indoors are about 45 dBA if the noise is steady and above 55 dBA if the noise is fluctuating. Outdoors the thresholds are about 15 dBA higher. Steady noise of sufficient intensity; above 35 dBA, and fluctuating noise levels above about 45 dBA have been shown to affect sleep. Interior residential standards for multi-family dwellings are set by the State of California at 45 dBA L_{dn}. Typically, the highest steady traffic noise level during the daytime is

about equal to the L_{dn} and nighttime levels are 10 dBA lower. The standard is designed for sleep and speech protection and most jurisdictions apply the same criterion for all residential uses. Typical structural attenuation is 12-17 dBA with open windows. With closed windows in good condition, the noise attenuation factor is around 20 dBA for an older structure and 25 dBA for a newer dwelling. Sleep and speech interference is therefore possible when exterior noise levels are about 57-62 dBA L_{dn} with open windows and 65-70 dBA L_{dn} if the windows are closed. Levels of 55-60 dBA are common along collector streets and secondary arterials, while 65-70 dBA is a typical value for a primary/major arterial. Levels of 75-80 dBA are normal noise levels at the first row of development outside a freeway right-of-way. In order to achieve an acceptable interior noise environment, bedrooms facing secondary roadways need to be able to have their windows closed, those facing major roadways and freeways typically need special glass windows.

Annoyance: Attitude surveys are used for measuring the annoyance felt in a community for noises intruding into homes or affecting outdoor activity areas. In these surveys, it was determined that the causes for annoyance include interference with speech, radio and television, house vibrations, and interference with sleep and rest. The L_{dn} as a measure of noise has been found to provide a valid correlation of noise level and the percentage of people annoyed. People have been asked to judge the annoyance caused by aircraft noise and ground transportation noise. There continues to be disagreement about the relative annoyance of these different sources. When measuring the percentage of the population highly annoyed, the threshold for ground vehicle noise is about 55 dBA L_{dn}. At an L_{dn} of about 60 dBA, approximately 2 percent of the population is highly annoyed. When the L_{dn} increases to 70 dBA, the percentage of the population highly annoyed increases to about 12 percent of the population. There is, therefore, an increase of about 1 percent per dBA between an L_{dn} of 60-70 dBA. Between an L_{dn} of 70-80 dBA, each decibel increase increases by about 2 percent the percentage of the population highly annoyed. People appear to respond more adversely to aircraft noise. When the L_{dn} is 60 dBA, approximately 10 percent of the population is believed to be highly annoyed. Each decibel increase to 70 dBA adds about 2 percentage points to the number of people highly annoyed. Above 70 dBA, each decibel increase results in about a 3 percent increase in the percentage of the population highly annoyed.

ENVIRONMENTAL NOISE ASSESSMENT
RAMEY WINERY PROJECT
7097 WESTSIDE ROAD
SONOMA COUNTY, CALIFORNIA

October 9, 2013
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♦ ♦ ♦

Prepared for:

Mr. David Ramey
Ramey Vineyards, LLC
202 Haydon Street
P.O. Box 788
Healdsburg, CA 95448

Prepared by:

Carrie Janello and Fred Svinth
ILLINGWORTH & RODKIN, INC.
Acoustics & Air Quality
1 Willowbrook Court, Suite 120
Petaluma, CA 94954
(707) 794-0400

Job No. 13-155

INTRODUCTION

This noise assessment evaluates the existing noise environment and the potential for increased noise as a result of the proposed Ramey Wine Cellars Project (Project) on a parcel located at 7097 Westside Road near the City of Healdsburg in an unincorporated area of Sonoma County. Figure 1 shows a site map of the property. The proposed project includes production of 60,000 cases of wine, a tasting room, retail sales, and an area designated for trade-related special events. On the eastern side of Westside Road, the existing hop kiln will be converted into a public tasting room, and the existing hop barn will be converted into a private marketing space with a kitchen and two guest rooms. The two buildings will be connected by a bridge, which will also be constructed. On the western side the roadway, a new 60,000-case winery production facility with a cave area for wine barrel storage will be constructed. These facilities will not be open to the public except by invitation. Additionally, entryways, driveways, parking, walkways and site accessibility features are included in the project.

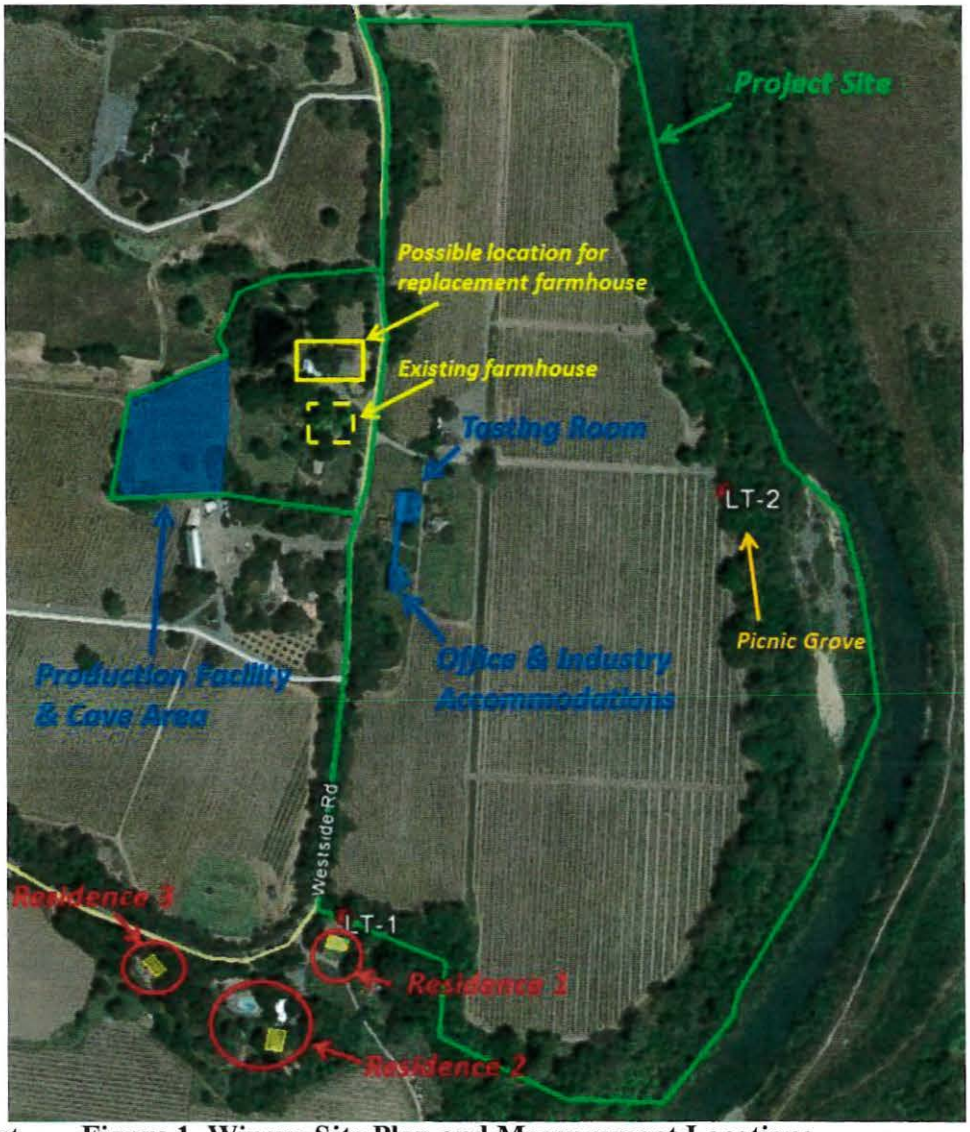


Figure 1. Winery Site Plan and Measurement Locations

The winery operations will include public tasting, retail sales, and trade-related special events. The staff will include fifteen employees between the winery and the tasting room. On average, 52 visitors per day are expected for tasting. The Project application includes provisions for 24 special events per year. These include 10 winemaker lunches or dinners with 30 persons in attendance, five 60-person private tastings, five 120-person private tastings, two 300-person new wine release tastings, and two 300-person industry-wide events. Table 1 summarizes each of the

special events proposed at the winery and provides number of guests, locations for the events on the property, and the hours of each event.

The winery is situated on a 75-acre parcel of land formerly occupied by Westside Farms. The property is bordered to the north by Gracianna Winery, to the northwest by Arista Winery, to the west by Williams Selyem Winery, and to the south and east by the Russian River. On the opposite side of the river is Riverfront Regional Park. To the south of the property lie single-family residences, as well. This report includes a summary of applicable noise regulations, the results of a noise monitoring survey conducted for the Project, and an assessment of noise impacts and mitigation measures necessary to meet the applicable County standards at adjacent noise sensitive land uses. Persons not familiar with environmental noise analysis are referred to Appendix A for additional discussion.

Table 1: Ramey Wine Cellars Proposed Events

Event Type	No. of Events per Year	Hours	Maximum No. of Guests	Event Location on the Property
Industry-wide Event	Total of 2 event days per year	10:00 a.m. to 5:00 p.m.[a]	300	Tasting rooms, and outdoor area between tasting rooms, or walnut grove
New wine release tastings – by invitation only	2	9:00 a.m. to 9:00 p.m.	300	Tasting rooms, and outdoor area between tasting rooms, or walnut grove
Private tastings	5	9:00 a.m. to 9:00 p.m.	120	Tasting rooms, outdoor area between tasting rooms, and walnut grove
Private tastings	5	11:00 a.m. to 3:00 p.m. or 6:00 p.m. to 9:00 p.m.	60	Tasting rooms, outdoor area between tasting rooms, and walnut grove
Winemaker lunches or dinners with on-site food preparation, and food and wine pairings	10	11:00 a.m. to 3:00 p.m. or 6:00 p.m. to 9:00 p.m.	30	Baling barn, walnut grove, and winery

[a]Industry-wide events must occur during the public tasting room hours.

REGULATORY BACKGROUND

The Sonoma County Noise Element of the 2000 General Plan identifies a goal to:

Protect people from the adverse effects of exposure to excessive noise and to achieve an environment in which people and land uses function without impairment from noise.

The following policies, which are applicable for use at the Project, are intended to achieve this goal:

NE-1c: Control non-transportation-related noise from new projects. The total noise level resulting from new sources shall not exceed the standards in Table NE-2 of the recommended revised policies as measured at the exterior property line of any adjacent noise-sensitive land use. Limit exceptions to the following:

1. If the ambient noise level exceeds the standard in Table NE-2, adjust the standard to equal the ambient level, up to a maximum of five dBA above the standard, provided that no measurable increase (i.e., +/- 1.5 dBA) shall be allowed.
2. Reduce the applicable standards in Table NE-2 by five dBA for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises, such as pile drivers and barking dogs at kennels.
3. Reduce the applicable standards in Table NE-2 by five dBA if the proposed use exceeds the ambient level by 10 dBA or more.
4. For short-term noise sources, which are permitted to operate no more than six days per year, such as concerts or race events, the allowable noise exposures shown in Table NE-2 may be increased by five dB. These events shall be subject to a noise management plan, including provisions for maximum noise level limits, noise monitoring, complaint response, and allowable hours of operation. The plan shall address potential cumulative noise impacts from all events in the area.
5. Noise levels may be measured at the location of the outdoor activity area of the noise-sensitive land use, rather than at the exterior property line of the adjacent noise-sensitive use, where:
    a. The property on which the noise-sensitive use is located has already been substantially developed pursuant to its existing zoning, and
    b. There is available open land on these noise-sensitive lands for noise attenuation.

    Note, this exception may not be used for vacant properties, which are zoned to all noise-sensitive uses.

Table 2. Maximum Allowable Noise Exposures for Non-Transportation Sources (Table NE-2)

Hourly Noise Metric[1]	Maximum Exterior Noise Level Standards, dBA	
	Daytime: 7:00 a.m. to 10:00 p.m.	Nighttime: 10:00 p.m. to 7:00 a.m.
L_{50} (30 minutes in any hour)	50	45
L_{25} (15 minutes in any hour)	55	50
L_{08} (5 minutes in any hour)	60	55
L_{02} (1 minute in any hour)	65	60

[1]The sound level exceeded n% of the time in any hour. For example, the L_{50} is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L_{02} is the sound level exceeded one minute in any hour.

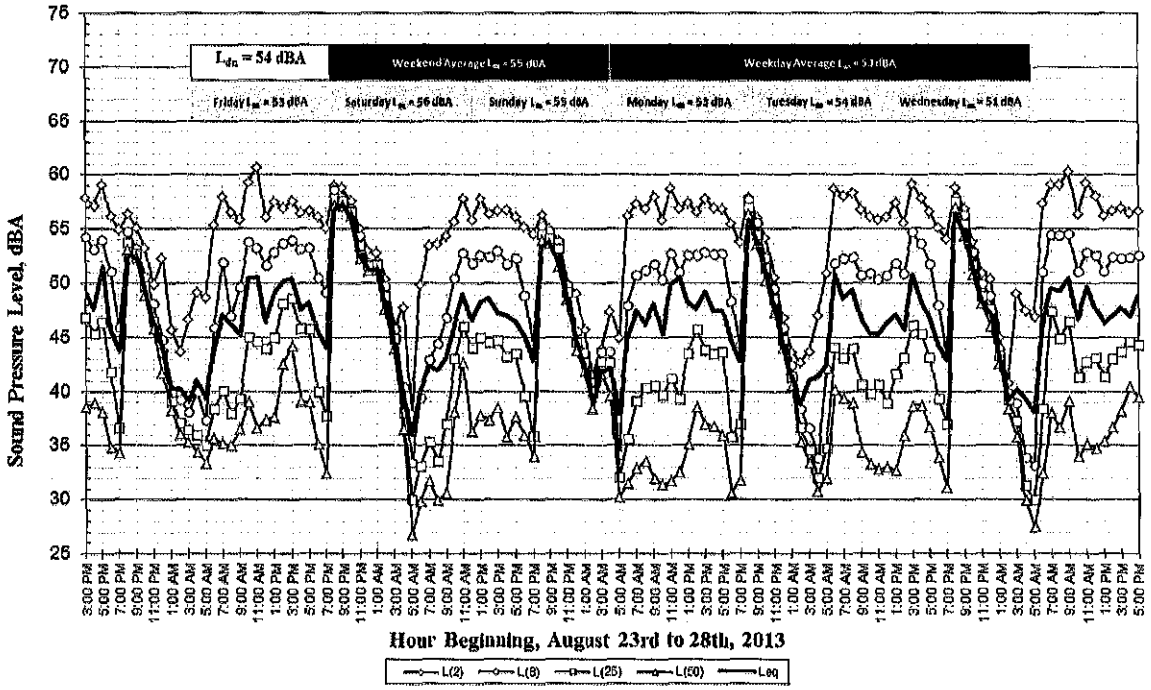
EXISTING NOISE ENVIRONMENT

AMBIENT NOISE LEVELS

The primary ambient source of noise in the project area is the traffic along Westside Road. Other contributors to noise include airplanes flying overhead and agricultural-related activities in the area. To evaluate ambient noise levels on the project site at the closest noise-sensitive land uses, an ambient noise monitoring survey, consisting of two long-term noise measurements, was conducted between 3:00 p.m. on Friday, August 23, 2013, and 5:00 p.m. on Wednesday, August 28, 2013. LT-1 was located on the southern end of the property, approximately 110 feet (34 meters) from the centerline of Westside Road. This location represents the neighboring single-family residences. LT-2 was located at the tree line on the eastern boundary of the project site. Positioned approximately 185 feet (56 meters) from the Russian River, this long-term measurement location captured ambient noise away from Westside Road, which is in the vicinity of Riverfront Regional Park. Figure 1 shows the approximate locations of both measurement sites.

The hourly trends in noise levels at LT-1 and LT-2 are shown in Figures 2 and 3, respectively. Included in each figure are the energy equivalent noise level, L_{eq}, and the statistical noise levels consistent with the limits set forth in Table NE-2 (noise levels exceeded 2, 8, 25, and 50 percent of the time).

Figure 2. Measured Noise Levels at LT-1

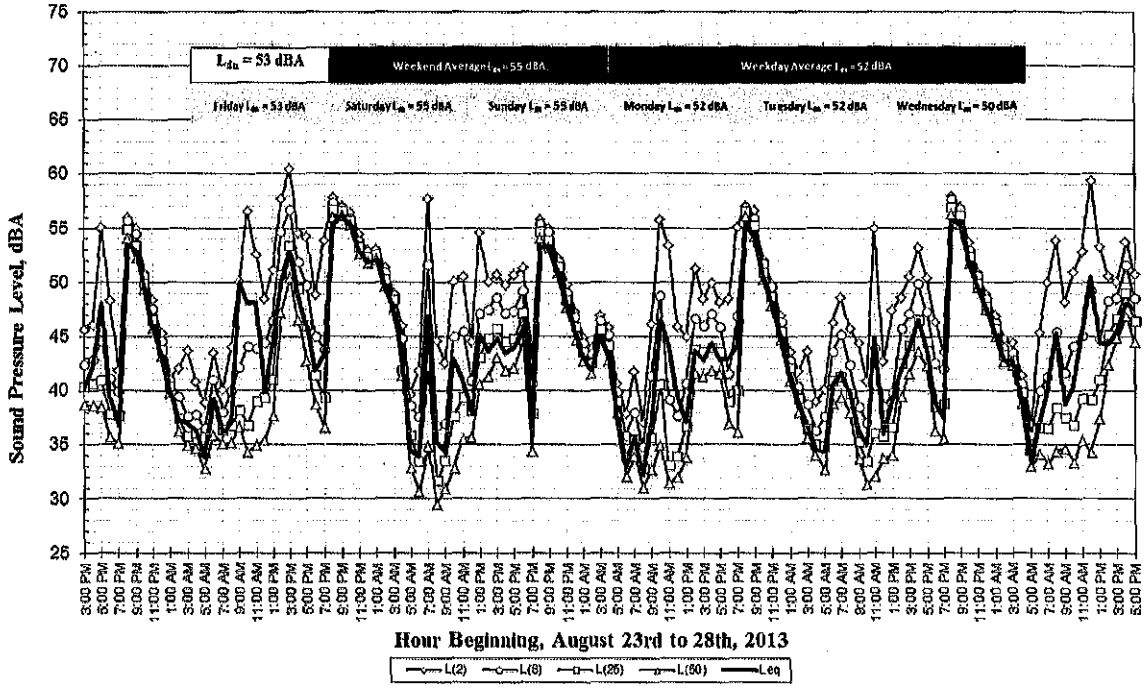


From Figure 2, the daytime L_{eq} for the weekend (i.e., Saturday and Sunday) at LT-1 ranged from 42 to 57 dBA, with an average L_{eq} of 50 dBA. The nighttime L_{eq} for the weekend at LT-1 ranged from 36 to 56 dBA, with an average L_{eq} of 49 dBA. During the weekdays (i.e., Friday, Monday, Tuesday, and Wednesday), the average daytime and nighttime averages for L_{eq} ranged from 43 to 56 dBA, with an average of 50 dBA, and from 38 to 51 dBA, with an average of 46 dBA, respectively. The day-night average noise level, which is the L_{dn}, at LT-1 measured to be 55 dBA

on the weekend and 53 dBA on the weekday. The overall L_{dn} for the entire testing period was 54 dBA. The chart in Figure 2 shows the average L_{dn} for each day of testing. The daytime and nighttime noise descriptors used to interpret the County's Noise Performance Standards at LT-1 for the measurement period are shown in Table 3.

For LT-2, which is shown in Figure 3, the average L_{eq} measurements from the weekend ranged from 34 to 56 dBA in the daytime, with an average of 49 dBA, and from 34 to 55 dBA in the nighttime, with an average of 48 dBA. On the weekdays, the average L_{eq} in the daytime ranged from 32 to 56 dBA, with an average of 48 dBA. In the nighttime, the average weekday L_{eq} ranged from 33 to 52 dBA, with an average of 45 dBA. The average weekend L_{dn} was 55 dBA, and on the weekday, the L_{dn} was approximately 52 dBA. The overall L_{dn} for the entire testing period at LT-2 was 53 dBA. The calculated L_{dn} for each day of testing is shown in Figure 3. The Noise Performance Standards at LT-2 are summarized in Table 3.

Figure 3. Measured Noise Levels at LT-2



In comparing the hourly noise levels for each long-term measurement location, notice that the median noise levels, L_{50}, during the nighttime hours of 10:00 p.m. to 7:00 a.m. drop well-below 30 dBA on two different occasions near the roadway at LT-1 but barely drop as low as 30 dBA at LT-2 during the same period of time. This higher nighttime ambient noise further from the roadway is likely due to nighttime woodland insect noise.

Based on the results from LT-1 and LT-2, the L_{dn} levels measured on the weekend were approximately 2 to 3 dBA higher than on the weekdays. The weekend L_{eq} levels in the daytime were approximately 0 to 1 dBA higher than the weekdays, and in the nighttime, the weekend L_{eq} levels averaged to be approximately 3 dBA higher than on the weekdays. Since winery-related

noise generally occurs at the same or higher rates on the weekends, ambient noise from the weekends will be used to conduct the impact assessment for the worst-case scenario.

Table 3: Measured Ambient Noise Levels

Hourly Noise Metric	Exterior Ambient Noise Levels			
	LT-1 (southern property line near Westside Road Noise)		LT-2 (eastern property line away from Westside Road Noise)	
	Avg. Daytime Level (Range)	Avg. Nighttime Level (Range)	Avg. Daytime Level (Range)	Avg. Nighttime Level (Range)
L_{50} (30 Min.)	**48** (34 to 58)	**47** (30 to 57)	**48** (32 to 57)	**47** (34 to 56)
L_{25} (15 Min.)	**52** (41 to 58)	**48** (33 to 57)	**49** (35 to 58)	**48** (36 to 56)
L_{08} (5 Min.)	**53** (43 to 59)	**48** (33 to 57)	**50** (35 to 58)	**48** (36 to 56)
L_{02} (1 Min.)	**57** (53 to 61)	**51** (38 to 59)	**53** (37 to 61)	**49** (37 to 56)

NOISE ASSESSMENT

Estimating the expected noise produced by, and impacts from, the proposed project at adjacent noise-sensitive uses requires three elements: 1) identification of what noise-producing operations are likely to occur; 2) the typical noise source levels for those operations; and 3) the temporal nature of the operations.

I. Identification of Noise-Producing Operations/Uses

There are a number of operations associated with wine production and events at the proposed facility that will produce noise. These include:

1. Project traffic;
2. Winery and seasonal production operations;
3. Maintenance and forklift operations; and
4. Special event noise.

II. Typical Noise Source Levels

To estimate the noise levels associated with project operations, some attention must be given to the temporal nature of the noise produced. Below each of the major winery-related noise-producing operations outlined above are discussed:

1. *Project Traffic* would produce the following type and range of traffic noise levels:
   a. Automobile and light-vehicle traffic accessing the tasting room would occur during the daytime hours, and noise produced is expected to include the sounds of vehicles accessing parking areas, engine starts, door slams, etc. These noises typically range from a maximum of 53 to 63 dBA at 50 feet (15 meters).
   b. The majority of truck traffic on the project site is expected to primarily access the winery building on the western side of Westside Road, though some truck traffic may also access other portions of the site. Noise levels generated by truck traffic are dependent on the size and speed of trucks; typically, maximum noise levels generated by heavy-duty (i.e., semi-tractor trailer type) trucks would range from 70 dBA when traveling at constant speeds to 75 dBA when stopping/starting and maneuvering at a distance of 50 feet (15 meters). Medium (box type and delivery) trucks would typically have maximum levels ranging

from 60 dBA when traveling at constant speeds to 65 dBA when stopping/starting and maneuvering at a distance of 50 feet.

2. *Winery and Seasonal Production Operations* would produce the following type and range of noise levels:
   a. Refrigeration equipment, as a maximum condition, is assumed to operate under constant conditions during the day and night. Though the model, type, and capacities of the cooling compressors for the facility are not specified, field measurements of such equipment show that sound levels from such equipment can produce levels between 50 and 65 dBA at 50 feet, with L_{50} noise levels of 60 dBA at 50 feet.
   b. Air compressors used for various processes in the facility typically cycle on and off based on the need for compressed air. Though the model, type, and capacities of the cooling compressors for the facility are not specified, we can estimate results based on field measurements of cooling compressors at other wineries. The equipment is expected to produce L_{50} sound levels of 62 dBA at 50 feet.
   c. Bottling would be constant on an hourly basis, although it is likely to occur for only a few weeks each year. Based on sound level measurements of bottling lines at other wineries, bottling operations can be expected to produce L_{50} sound levels between 65 and 70 dBA at 50 feet.
   d. Crush activities at medium to large-sized wineries typically occur for approximately two months each year. The majority of the noise sources associated with the crush include the operation of hoppers, presses, de-stemmers, separators, crushers, air compressors, forklifts, conveyors, etc. Average noise levels resulting from the crush are typically constant on an hourly basis. Individual pieces of crush-specific equipment, such as the separators and de-stemmers, are relatively quiet with sound levels around 50 dBA L_{eq} at approximately 50 feet. The composite crush activities at a large sized winery, such as a 60,000-case capacity facility, typically generate noise levels of approximately 66 dBA L_{eq} at a distance of 50 feet from the center of operations. During the crush, discrete maximum noise events, such as the setting of empty bins, may reach 70 to 80 dBA L_{max} or L_{02} at 50 feet from the center of operations.

3. *Maintenance and Forklift Operations* would produce intermittent noise depending upon the exact nature of the operation. These would likely occur at a much slower than a daily rate; although operations may span several hours, once initiated. Backup alarms (or beepers), which are repetitive and irritating by design, would also produce noise during these activities, and as with forklift operations, are expected to be intermittent by nature. Forklift use and associated backup alarm noise would be partially attenuated during crush-related activities by structure of the production building. Based on experience with other winery operations, it can be estimated that non-attenuated L_{08} noise levels from these operations may reach levels of 66 to 67 dBA at 50 feet.

4. *Special Events Noise,* such as concerts and weddings are not planned, nor requested, at the winery. The winery does plan to participate in industry-related events, averaging approximately 24 per year, which are summarized above in Table 1. The baling barn will be located across the street from the production facilities. Table 4, following, summarizes typical noise levels generated by small-to-moderate sized events at distances of 50 feet from the source which have been developed from measurements conducted by Illingworth & Rodkin at actual wedding and non-concert celebration/party events in the Northbay and

throughout the Bay Area[1]. The proposed project would not include amplified music or amplified speech at outdoor events.

In addition to the use of these vetted Event Source Levels, the project applicant has been asked by County Staff to evaluate amplified music events against a peak[2] L_{50} level for musical instruments of 88 dBA at 40 feet. We would note though actual peak (e.g. maximum) levels for musical instruments may reach this level, average sound levels would likely result in uncomfortably high sound levels for winery visitor (100 dBA at 10 feet from the music source). However, in keeping with the County's request, and to conduct an extremely conservative analysis of the impact of the amplified music at winery events, the L_{50} levels for amplified musical instruments of 88 dBA at 40 feet has been used in this analysis.

Table 4: Typical Noise Source Levels for Promotional Events (A-Weighted L_{50} Levels)

Event or Activity	Typical Noise Level @ 50 ft
Amplified Music[b]	72 dBA
Amplified Speech	71 dBA
Non-amplified (acoustic) Music	67 dBA
Films – Voices/Music	64 dBA
Raised Conversation	65 dBA

[b]Amplified concert-type music events are not proposed – such events would increase L_{50} noise levels to 80 dBA at 50 feet.

III. Propagation of sound

The final step in estimating the project noise levels is assessing the propagation of sound to the sensitive receptors. To do this, it is necessary to assume some rate of sound attenuation between the operations and receiver locations. The most dominant physical effect is due to the spreading out of sound waves with distance. For simple, single sources, such as fixed equipment and stationary truck operations, the divergence of the sound wave is hemispherical in nature, producing a reduction of 6 dB with each doubling of distance. For moving sources of noise, such as automobile traffic or truck movements, which are considered linear sources of noise, the divergence of the sound wave is cylindrical in nature, producing a reduction of 3 to 4 ½ dB with each doubling of distance. Other effects can modify these fall-off rates, such as partial shielding from buildings or topography, atmospheric attenuation of sound, ground absorption, and meteorological effects. These effects almost always reduce the noise, in addition to that due to sound divergence. As most of these effects will vary with time due to changing environmental conditions, it is most conservative to assume only attenuation due to divergence for outdoor activities and conservative (minimal) rate of structural attenuation (12 dBA) when operations are conducted within buildings, realizing that the actual noise level will be at or, most likely, below those predicted using this assumption at any one time.

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[1] These source levels have been used to analyze amplified music at non-concert type special events at over 30 winery projects since the current Sonoma County General Plan (2020) was adopted and have been also adopted by the Sonoma County Winery Event Working Group as typical noise levels for winery event activities.

2 The use of the term "peak" in describing an L_{50} level has been reported from the source used by County Staff; however, we would note that such a term appears to be an oxymoron since the statistically based L_{50} (or median level) is by definition an average and not a peak level.

To evaluate noise impacts on area noise sensitive uses, noise levels were propagated to three representative residences. There is also an existing farmhouse on the project site to the west of Westside Road. This residence is to be demolished, and therefore, does not require noise propagation calculations. Noise propagation calculations were completed on the following residences (see Figure 1 for locations):

1. *Residence 1*: This residence is located in the vicinity of LT-1. It is south of the project site on the same side of Westside Road as the tasting room and public and private tasting rooms and therefore on the opposite side as the wine production building. The residence is approximately 75 feet (23 meters) from the centerline of Westside Road. The front yard of this home is represented by the calculated noise levels for monitoring position LT-1.
2. *Residence 2*: This residence is also located to the south of the project site. Residence 2 is also south of Residence 1 and slightly west. Since Westside Road turns westward just south of Residence 1, the alignment of Residence 2 is such that it is located directly south of the wine production building. This property includes an outdoor pool area that is approximately 100 to 170 feet (30 to 52 meters) from the centerline of Westside Road. The front yard of the home ranges from 52 to 180 feet (16 to 55 meters) from the centerline of the roadway, and the front façade of the home is 190 to 215 feet (58 to 66 meters) from the roadway centerline. Due to the proximity of the home to LT-1, the calculated noise levels at this monitoring location are represented by LT-1 minus 3 dBA.
3. *Residence 3*: While on the same side of Westside Road as Residences 1 and 2, the geometry of the roadway is such that Residence 3 is southwest of the wine production building. Positioned approximately 50 to 75 feet (15 to 23 meters) from the centerline of Westside Road, this home is also best represented by LT-1 plus 3 dBA.

Ambient noise levels at these residences under worst case (i.e., weekend) conditions were calculated using the sound level differences noted above and the measurement results shown in Table 3 for the long-term noise measurement, LT-1. Table 5 summarizes the calculated levels for all four residences.

Table 5: Calculated Ambient Noise Levels at Adjacent Noise-Sensitive Uses

Hourly Noise Metric	Exterior Ambient Noise Levels, dBA					
	Residence 1		Residence 2		Residence 3	
	Avg. Daytime Level	Avg. Nighttime Level	Avg. Daytime Level	Avg. Nighttime Level	Avg. Daytime Level	Avg. Nighttime Level
L_{50} (30 min.)	48	47	45	44	51	50
L_{25} (15 min.)	52	48	49	45	55	51
L_{08} (5 min.)	53	48	50	45	56	51
L_{02} (1 min.)	57	51	54	48	60	54

IMPACT ASSESSMENT

Impact 1: Traffic, Parking Lot and Truck Noise

Automobile parking and traffic

On the east side Westside Road where the tasting room and office and industry accommodations are located, the existing driveways and parking areas will be used. The parking lot will be enhanced, but the general location will remain the same. Residence 1 (represented by LT-1 at the southern boundary of the winery property) is approximately 960 feet from the nearest parking area; Residences 2 (located further south of LT-1 along Westside Road) and 3 (located to the west of LT-1, also along Westside Road) are approximately 1,220 and 1,210 feet, respectively, from the nearest parking area. Based on these distances, noise generated by automobile and light vehicles would be between 28 and 38 dBA at Residence 1 and between 25 and 35 dBA at both Residences 2 and 3. Given the expected visitor and employee use, these activities are expected to occur for less than five minutes out of an hour on a typical day and fall in the L_{02} NE-2 daytime category of 65 dBA (see Table 2). However, during events or on busy weekends, such activities may occur more frequently and fall in the L_{08} NE-2 daytime category of 60 dBA. The ambient noise environment in this area is described by measurements at site LT-1. Table 6 summarizes the assessment of automobile noise in driveways and in parking lots.

Table 6: Driveway and Parking Lot Automobile L_{08} Noise Levels

	L_{08} (Noise Level Exceeded 5 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	60	60	60
Daytime Ambient Noise Levels	53	50	56
Ambient Exceeds NE-2 Limit	No	No	No
NE-2 Adjustment	+0	+0	+0
Driveway/Parking Lot Noise at Receiver	**28 to 38**	**25 to 35**	**25 to 35**
Operations Exceed Ambient by 10 dBA?	No	No	No
NE-2 Adjustment	+0	+0	+0
Adjusted Table NE-2 Daytime Limit	60	60	60
Driveway/Parking Noise Exceeds NE-2?	No	No	No

Based on this finding, noise levels associated with automobiles and light vehicles using the project driveways and parking lots would not exceed the daytime NE-2 noise standards at the nearest residences.

Truck traffic

Trucks visiting the winery site will use the new driveway to access the wine production facility on the west side of the roadway. This main winery access path will take constant speed and maneuvering trucks within respective distances of approximately 1,170 to 1,335 feet of Residence 1, 1,290 to 1,595 feet of Residence 2, and 1,200 to 1,515 feet of Residence 3. Using these distances, noise generated by heavy-duty trucks may range from 48 to 56 dBA at Residence 1 and from 47 to 55 dBA at both Residences 2 and 3. The noise generated by medium-duty trucks ranged from 38 to 46 dBA at Residence 1 and from 37 to 45 dBA at Residences 2 and 3. Truck operations are expected to occur during daytime hours only and on a basis of one to five minutes per hour, or less, since it is unlikely that more than one heavy truck would arrive and depart during any given hour. Thus, truck operations would fall in the L_{02} NE-2 category of 65 dBA (see Table 2) at the adjacent residential uses. Table 7, below, presents and summarizes the assessment of truck traffic noise.

Table 7: Truck L_{02} Noise Levels

	L_{02} (Noise Level Exceeded 1 minute in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	65	65	65
Daytime Ambient Noise Levels	57	54	60
Ambient Exceeds NE-2 Limit	No	No	No
NE-2 Adjustment	+0	+0	+0
Heavy Truck Operations at Receiver	**48 to 56**	**47 to 55**	**47 to 55**
Medium Truck Operations at Receiver	**38 to 46**	**37 to 45**	**37 to 45**
Operations Exceed Ambient by 10 dBA?	No	No	No
NE-2 Adjustment	+0	+0	+0
Adjusted Table NE-2 Daytime Limit	65	65	65
Truck Traffic Noise Exceeds NE-2?	No	No	No

Based on these findings, noise associated with truck traffic at the project is not expected to exceed daytime NE-2 noise standards at the nearest residences.

Mitigation 1: None Needed

Impact 2: Mechanical Equipment Noise

The project would likely include noise-generating mechanical equipment, such as air-cooled condensing units, pumps, and compressors, at the wine production facility, as well as less-significant sources of noise, such as air-conditioning systems and exhaust fans. The project description and drawings do not indicate the location of such equipment. This equipment may be located within the structures or positioned so that the structures provide shielding for noise caused by the equipment. However, considering a worst-case scenario where the equipment is placed outside of production buildings and not shielded from the adjacent residences, the equipment may be located as close as 1,210 feet from Residence 1, as 1,300 feet from Residence 2, and as close as 1,170 feet from Residence 3.

Using the source levels discussed above and a 6 dB sound reduction for each doubling of the distance between the noise source and the receivers, constant L_{50} noise levels from mechanical equipment may be between an L_{50} of 32 and 34 dBA at Residences 1 and 2 and between an L_{50} of 33 and 35 dBA at Residence 3. Table 8, following, summarizes the assessment of mechanical equipment noise.

Based on these findings, noise associated with mechanical equipment is not expected to exceed daytime or nighttime NE-2 noise standard at the nearest residences.

Mitigation 2: None Needed

Table 8: Mechanical Equipment L_{50} Noise Levels

	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Adjustment	+0	+0	+1
Unadjusted Table NE-2 Nighttime Limit	45	45	45
Nighttime Ambient Noise Levels	47	44	50
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**	No	**Yes**
Nighttime NE-2 Adjustment	+2	+0	+5
Mechanical Equipment Noise at Receiver	**32 to 34**	**32 to 34**	**33 to 35**
Operations Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	50	50	51
Adjusted Table NE-2 Nighttime Limit	47	45	50
Mechanical Equipment Noise Exceeds NE-2?	No (day & night)	No (day & night)	No (day & night)

Impact 3: Crush-Related Noise

Annual crush-related activities would take place within the new wine production building. The crush pad & press equipment room will be located on the first floor and on the western side of the building, which indicates considerable shielding of crush-related noise by the building itself from the nearby residences. Based on the Winery Floor Plans provided, the space above the crush pad will be open to the second floor, but it is unclear if the area will be open or closed to nature. Assuming the worst case scenario, crush-related activities will be considered to occur outdoors. From the plans for the project site and the building plans, the future location of the crush pad was estimated, and using Google Earth, the distances to the each residence was approximated. The crush pad will be within 1,280 feet of Residence 1, within 1,400 feet of Residence 2 and within 1,275 feet of Residence 3. Using the source levels discussed above and a 6 dB sound reduction for each doubling of the distance, constant L_{50} noise levels from crush-related activities would be approximately 38 dBA at Residence 1, 37 dBA at Residence 2, and 38 dBA at Residence 3. Table 9, below, summarizes these calculations. The maximum noise events discussed above, such as bin drops, etc., would be an L_{02} of 42 to 52 dBA at Residence 1, 41 to 51 dBA at Residence 2, and 42 to 52 dBA at Residence 3. Table 10 summarizes the maximum noise events assessment of crush-related activities.

Table 9: Crush-Related L_{50} Noise Levels

	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Adjustment	+0	+0	+1
Unadjusted Table NE-2 Nighttime Limit	45	45	45
Nighttime Ambient Noise Levels	47	44	50
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**	No	**Yes**
Nighttime NE-2 Adjustment	+2	+0	+5
Crush-Related Noise at Receiver	**38**	**37**	**38**
Operations Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	50	50	51
Adjusted Table NE-2 Nighttime Limit	47	45	50
Crush-Related Noise Exceeds NE-2?	No (day & night)	No (day & night)	No (day & night)

Table 10: Crush-Related L_{02} Noise Levels

	L_{02} (Noise Level Exceeded 1 minute in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	65	65	65
Daytime Ambient Noise Levels	57	54	60
Daytime Ambient Exceeds NE-2 Limit?	No	No	No
Daytime NE-2 Adjustment	+0	+0	+0
Unadjusted Table NE-2 Nighttime Limit	60	60	60
Nighttime Ambient Noise Levels	51	48	54
Nighttime Ambient Exceeds NE-2 Limit?	No	No	No
Nighttime NE-2 Adjustment	+0	+0	+0
Crush-Related Noise at Receiver	**42 to 52**	**41 to 51**	**42 to 52**
Operations Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	65	65	65
Adjusted Table NE-2 Nighttime Limit	60	60	60
Crush-Related Noise Exceeds NE-2?	No (day & night)	No (day & night)	No (day & night)

Based on the findings shown, noise associated with crush related noise is not expected to exceed daytime or nighttime NE-2 noise standard at the nearest residences.

Mitigation 3: None Needed

Impact 4: Bottling Noise

According to the building floor plans provided, bottling will be done in the production facility area, next to the truck access loading zone. The building will provide shielding from noise created during bottling activities. The distances from the bottling area to the nearby residences are as follows: 1,225 feet from Residence 1, 1,345 feet from Residence 2, and 1,200 feet from Residence 3. Based on these distances and the noise shielding, noise from bottling activities are expected to be an L_{50} of 37 to 42 dBA at Residence 1, an L_{50} of 36 to 41 dBA at Residence 2, and an L_{50} of 37 to 42 dBA at Residence 3. Table 11 summarizes the assessment of bottling noise.

Table 11: Bottling L_{50} Noise Levels

	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Adjustment	+0	+0	+1
Unadjusted Table NE-2 Nighttime Limit	45	45	45
Nighttime Ambient Noise Levels	47	44	50
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**	No	**Yes**
Nighttime NE-2 Adjustment	+2	+0	+5
Bottling Noise at Receiver	**37 to 42**	**36 to 41**	**37 to 42**
Operations Exceed Ambient by 10 dBA?	No (day & night)	No (day & night)	No (day & night)
NE-2 Adjustment	+0 (day & night)	+0 (day & night)	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	50	50	51
Adjusted Table NE-2 Nighttime Limit	47	45	50
Bottling Noise Exceeds NE-2?	No (day & night)	No (day & night)	No (day & night)

Based on these findings, noise associated with bottling is not expected to exceed daytime or nighttime NE-2 noise standard at any of the adjacent residences.

Mitigation 4: None Needed

Impact 5: Maintenance and Forklift Operations

Forklift and maintenance operations would likely take place on the first floor inside the new winery building, in the outdoor crushing and receiving areas, and possibly in the winery caves. Such activities within the winery building would receive significant noise shielding from the building and are not analyzed here. The crushing area would also receive considerable shielding from the building. Outdoor forklift and maintenance operations are considered a worst-case condition and are analyzed. Based on a review of project drawings, the outdoor area closest to the adjacent residences would be the receiving area/truck access, which was mentioned above as being within 1,335 feet of Residence 1, within 1,595 feet of Residence 2, and within 1,515 feet of Residence 3. Using the source levels discussed above and a 6 dB sound reduction for each doubling of the distance between the noise source and the receivers, noise from forklift and maintenance operations activities are expected to be an L_{08} of between 37 and 38 dBA at Residence 1 and an L_{08} of between 36 and 37 dBA at Residences 2 and 3. Table 12, following, summarizes the assessment of noise due to forklift and maintenance operations. Note, forklift and maintenance operations will only occur during the daytime hours.

Table 12: Forklift and Maintenance L_{08} Noise Levels

	L_{08} (Noise Level Exceeded 5 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	60	60	60
Daytime Ambient Noise Levels	53	50	56
Ambient Exceeds NE-2 Limit?	No	No	No
NE-2 Adjustment	+0	+0	+0
Forklift/Maintenance Operations at Receiver	**37 to 38**	**36 to 37**	**36 to 37**
Operations Exceed Ambient by 10 dBA?	No	No	No
NE-2 Adjustment	+0	+0	+0
Adjusted Table NE-2 Daytime Limit	60	60	60
Forklift/Maintenance Operations Noise Exceed NE-2?	No	No	No

Based on the findings shown in Table 12, noise associated with forklift and maintenance operations is not expected to exceed daytime NE-2 noise standard at the nearest residences.

Mitigation 5: None Needed

Impact 6: Event Noise at adjacent residential uses

Special events, such as concerts and weddings, are not planned, nor requested at the winery; however, the winery does plan to participate in county-wide industry events. The project application includes provisions for 24 special events per year, including 10 winemaker lunches or dinners with 30 persons in attendance, five 60-person private tastings, five 120-person private tastings, two 300-person new wine release tastings, and two 300-person industry-wide events. For an event consisting of 300 persons, a staff of approximately 14 people is expected. Table 1 provides locations and hours of these events. It should be noted that amplified music and amplified speech are not proposed at any outdoor events.

A review of the project site plans indicates that outdoor events may be held either on the east side of Westside Road in the vicinity of the tasting room and barn or in the picnic grove area located along the eastern boundary of the property near LT-2. Indoor events would be held inside the tasting room or barn. The production facility on the west side of the roadway will only be opened to guests by invitation only. Based on a review of building plans and elevations, events occurring within the winery buildings would receive noise shielding from the building structures estimated at 12 dBA with open windows and/or doors, and a minimum of 22 dBA with closed non-sound rated windows and/or doors. However, the outdoor events held in the garden area or yard between the tasting room/barn and Westside Road, in the yard south of the barn, in the yard east of the barn, or in the picnic grove area would receive little to no noise attenuation from intervening terrain or building structures at Residences 1, 2, and 3. The outdoor area between the tasting room and the barn would have some shielding from the barn structure.

Based on a review of aerial photos and the project site plan, distance information obtained using Google Earth indicates that outdoor events that take place around the tasting room and baling barn could be situated as close as 690 feet from Residence 1, 900 feet from Residence 2, and 915 feet from Residence 3. The outdoor events taking place in the picnic grove area would be approximately 1,525 feet from Residence 1, 1,775 feet from Residence 2, and 1,900 feet from Residence 3. The event space and guest rooms located in the barn are the closest indoor rooms for events. From the maps, indoor events at these locations would be as close as 885 feet from Residence 1, 1,100 feet from Residence 2, and 1,110 feet from Residence 3. Using these distances and the noise shielding considerations for outdoor and indoor events, the L_{50} sound levels for the typical noise source levels listed in Table 4 (and the County requested *peak* L_{50} level for musical instruments of 88 dBA at 40 feet) for outdoor and indoor events have been calculated at Residences 1, 2, and 3. Tables 13 and 14 summarize the assessments for outdoor special events noise around the winery and in the picnic grove area, respectively. Since amplified music and speech are not proposed at these outdoor events, they are not shown in Tables 13 and 14. Table 15 summarizes the assessment for the indoor special events noise. Since Table 1 indicates that special events would not occur during nighttime hours (10:00 p.m. to 7:00 a.m.),

the County's nighttime limits shown in Table NE-2 would not be applicable to the proposed project and are not shown in Tables 13 through 15.

Table 13: Outdoor Special Events L_{50} Noise Levels in the Vicinity of the Winery

NE-2 Limits, Ambient Noise Levels, and Adjustments	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Ambient Adjustment	+0	+0	+1
NE-2 Adjustment for Speech and Music	-5	-5	-5
Special Event L_{50} Noise Levels	**Residence 1**	**Residence 2**	**Residence 3**
Outdoor Non-Amplified Music	44	42	42
Outdoor Films – Voices/Music	41	39	39
Outdoor Raised Conversation	42	40	40
Adjusted NE-2 Limits and Compliance	**Residence 1**	**Residence 2**	**Residence 3**
Event Noises Exceed Ambient by 10 dBA?	No (all sources)		
NE-2 Adjustment	+0 (all sources)		
Adjusted Table NE-2 Daytime Limit	45	45	46
Non-Amplified Music Exceeds Adjusted NE-2?	No	No	No
Films – Voices/Music Exceeds Adjusted NE-2?	No	No	No
Raised Conversation Exceeds Adjusted NE-2?	No	No	No

Based on the findings shown in Table 13, no impacts are expected during outdoor events in the vicinity of the winery.

Table 14. Outdoor Special Events L_{50} Noise Levels in the Picnic Grove Area

NE-2 Limits, Ambient Noise Levels, and Adjustments	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Ambient Adjustment	+0	+0	+1
NE-2 Adjustment for Speech and Music	-5	-5	-5
Special Event L_{50} Noise Levels	**Residence 1**	**Residence 2**	**Residence 3**
Outdoor Non-Amplified Music	37	36	35
Outdoor Films – Voices/Music	34	33	32
Outdoor Raised Conversation	35	34	33
Adjusted NE-2 Limits and Compliance	**Residence 1**	**Residence 2**	**Residence 3**
Event Noises Exceed Ambient by 10 dBA?	No (all sources)		
NE-2 Adjustment	+0 (all sources)		
Adjusted Table NE-2 Daytime Limit	45	45	46
Non-Amplified Music Exceeds Adjusted NE-2?	No	No	No
Films – Voices/Music Exceeds Adjusted NE-2?	No	No	No
Raised Conversation Exceeds Adjusted NE-2?	No	No	No

Based on the findings shown in Table 14, sound levels for all proposed noise sources at these outdoor events would comply with the County NE-2 standard.

Table 15. Indoor Special Events L_{50} Noise Levels

NE-2 Limits, Ambient Noise Levels, and Adjustments	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA		
	Residence 1	**Residence 2**	**Residence 3**
Unadjusted Table NE-2 Daytime Limit	50	50	50
Daytime Ambient Noise Levels	48	45	51
Daytime Ambient Exceeds NE-2 Limit?	No	No	**Yes**
Daytime NE-2 Ambient Adjustment	+0	+0	+1
NE-2 Adjustment for Speech and Music	-5	-5	-5
Special Event L_{50} Noise Levels	**Residence 1**	**Residence 2**	**Residence 3**
Indoor Amplified Music[1]	49	47	47
Indoor Amplified Speech	34	32	32
Indoor Non-Amplified Music	30	28	28
Indoor Films – Voices/Music	27	25	25
Indoor Raised Conversation	28	26	26
Adjusted NE-2 Limits and Compliance	**Residence 1**	**Residence 2**	**Residence 3**
Event Noises Exceed Ambient by 10 dBA?	No (all sources)		
NE-2 Adjustment	+0 (all sources)		
Adjusted Table NE-2 Daytime Limit	45	45	46
Amplified Music Noise Exceeds Adjusted NE-2?	**Yes**	**Yes**	**Yes**
Amplified Speech Exceeds Adjusted NE-2?	No	No	No
Non-Amplified Music Exceeds Adjusted NE-2?	No	No	No
Films – Voices/Music Exceeds Adjusted NE-2?	No	No	No
Raised Conversation Exceeds Adjusted NE-2?	No	No	No

Notes: 1. Amplified Music levels have been evaluated using a *peak* L_{50} level for musical instruments of 88 dBA at 40 feet as requested by County Staff. The use of these levels results in sound levels 14 dBA higher than those which have been adopted by the Sonoma County Winery Event Working Group and have been used by I&R to analyze amplified music at non-concert type winery events since the adoption of the current (2020) County General Plan. (see discussion on page 7).

Based on the findings shown in Table 15 indoor events with amplified music would exceed the County daytime and nighttime NE-2 standards at all of the three adjacent residences by between 1 to 2 dBA during daytime hours. However, the findings shown in Table 15 indicate that indoor events with amplified speech, non-amplified music, films, or raised conversations would not exceed the County daytime NE-2 standards at any of the adjacent residences.

In terms of exceedances of the County Standards, the above findings for outdoor and indoor events show that amplified music at events within buildings with open windows would exceed the daytime County NE-2 standard at Residences 1, 2 and 3.

Mitigation 6: Special/Promotional Events

Since even noise has the potential to result in levels exceeding the standard fairly significantly, the following measures should be included in the project:

1. Amplified music at events should only occur within the baling barn or tasting room buildings with closed windows and doors.
2. With closed windows and doors, indoor events with amplified speech or music may occur during daytime hours.

APPENDIX A:
FUNDAMENTAL CONCEPTS OF ENVIRONMENTAL ACOUSTICS

Noise may be defined as unwanted sound. Noise is usually objectionable because it is disturbing or annoying. The objectionable nature of sound may be caused by either its *pitch* or its loudness. *Pitch* is the height or depth of a tone or sound, depending on the relative rapidity (frequency) of the vibrations by which it is produced. Higher pitched signals sound louder to humans than sounds with a lower pitch. *Loudness* is intensity of sound waves combined with the reception characteristics of the ear. Intensity may be compared with the height of an ocean wave in that it is a measure of the amplitude of the sound wave.

In addition to the concepts of pitch and loudness, there are several noise measurement scales that are used to describe noise in a particular location. *A decibel (dB)* is a unit of measurement that indicates the relative amplitude of a sound. The zero on the decibel scale is based on the lowest sound level that the healthy, unimpaired human ear can detect. Sound levels in decibels are calculated on a logarithmic basis. An increase of 10 decibels represents a ten-fold increase in acoustic energy, while 20 decibels is 100 times more intense, 30 decibels is 1,000 times more intense, etc. There is a relationship between the subjective noisiness or loudness of a sound and its intensity. Each 10-decibel increase in sound level is perceived as approximately a doubling of loudness over a fairly wide range of intensities. Technical terms are defined in Table A1. There are several methods of characterizing sound. The most common in California is the *A-weighted sound level or dBA*. This scale gives greater weight to the frequencies of sound to which the human ear is most sensitive. Representative outdoor and indoor noise levels in units of dBA are shown in Table A2.

Because sound levels can vary markedly over a short period of time, a method for describing either the average character of the sound or the statistical behavior of the variations must be utilized. Most commonly, environmental sounds are described in terms of an average level that has the same acoustical energy as the summation of all the time-varying events. This energy-equivalent sound/noise descriptor is called L_{eq}. The most common averaging period is hourly, but L_{eq} can describe any series of noise events of arbitrary duration.

The scientific instrument used to measure noise is the sound level meter. Sound level meters can accurately measure environmental noise levels to within about plus or minus 1 dBA. Various computer models are used to predict environmental noise levels from sources, such as roadways and airports. The accuracy of the predicted models depends upon the distance the receptor is from the noise source. Close to the noise source, the models are accurate to within about plus or minus 1 to 2 dBA.

TERM	DEFINITIONS
Decibel, dB	A unit describing the amplitude of sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micropascals (20 micronewtons per square meter).
Frequency, Hz	The number of complete pressure fluctuations per second above and below atmospheric pressure.
A-Weighted Sound Level, dBA	The sound pressure level in decibels as measured on a sound level meter using the A-weighting filter network. The A-weighting filter de-emphasizes the very low and very high frequency components of the sound in a manner similar to the frequency response of the human ear and correlates well with subjective reactions to noise. All sound levels in this report are A-weighted, unless reported otherwise.
L_{01}, L_{10}, L_{50}, L_{90}	The A-weighted noise levels that are exceeded 1%, 10%, 50%, and 90% of the time during the measurement period.
Equivalent Noise Level, L_{eq}	The average A-weighted noise level during the measurement period.
Day/Night Noise Level, L_{dn}	The average A-weighted noise level during a 24-hour day, obtained after addition of 10 decibels to levels measured in the night between 10:00 pm and 7:00 am.
L_{max}, L_{min}	The maximum and minimum A-weighted noise level during the measurement period.
Ambient Noise Level	The composite of noise from all sources near and far. The normal or existing level of environmental noise at a given location.
Intrusive	That noise which intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends upon its amplitude, duration, frequency, and time of occurrence and tonal or informational content as well as the prevailing ambient noise level.

Definitions Of Acoustical Terms | **Table A1**

ILLINGWORTH & RODKIN, INC./Acoustical Engineers

Since the sensitivity to noise increases during the evening and at night -- because excessive noise interferes with the ability to sleep -- 24-hour descriptors have been developed that incorporate artificial noise penalties added to quiet-time noise events. The *Day/Night Average Sound Level, Ldn,* is a measure of the cumulative noise exposure in a community, with a 10 dB penalty added to nighttime (10:00 pm - 7:00 am) noise levels.

At a Given Distance From Noise Source	A-Weighted Sound Level in Decibels	Noise Environments	Subjective Impression
	140		
Civil Defense Siren (100')	130		
Jet Takeoff (200')	120		Pain Threshold
	110	Rock Music Concert	
Diesel Pile Driver (100')	100		Very Loud
	90	Boiler Room	
Freight Cars (50')		Printing Press Plant	
Pneumatic Drill (50')	80		
Freeway (100')		In Kitchen With Garbage	
Vacuum Cleaner (10')	70	Disposal Running	Moderately Loud
	60	Data Processing Center	
Light Traffic (100')	50	Department Store	
Large Transformer (200')			
	40	Private Business Office	Quiet
Soft Whisper (5')	30	Quiet Bedroom	
	20	Recording Studio	
	10		Threshold of Hearing
	0		

Typical Sound Levels Measured In The Environment And Industry — **Table A2**

ILLINGWORTH & RODKIN, INC./ Acoustical Engineers

Effects of Noise

Sleep and Speech Interference: The thresholds for speech interference indoors are about 45 dBA if the noise is steady and above 55 dBA if the noise is fluctuating. Outdoors the thresholds are about 15 dBA higher. Steady noise of sufficient intensity; above 35 dBA, and fluctuating noise levels above about 45 dBA have been shown to affect sleep. Interior residential standards for multi-family dwellings are set by the State of California at 45 dBA L_{dn}. Typically, the highest steady traffic noise level during the daytime is

about equal to the L_{dn} and nighttime levels are 10 dBA lower. The standard is designed for sleep and speech protection and most jurisdictions apply the same criterion for all residential uses. Typical structural attenuation is 12-17 dBA with open windows. With closed windows in good condition, the noise attenuation factor is around 20 dBA for an older structure and 25 dBA for a newer dwelling. Sleep and speech interference is therefore possible when exterior noise levels are about 57-62 dBA L_{dn} with open windows and 65-70 dBA L_{dn} if the windows are closed. Levels of 55-60 dBA are common along collector streets and secondary arterials, while 65-70 dBA is a typical value for a primary/major arterial. Levels of 75-80 dBA are normal noise levels at the first row of development outside a freeway right-of-way. In order to achieve an acceptable interior noise environment, bedrooms facing secondary roadways need to be able to have their windows closed, those facing major roadways and freeways typically need special glass windows.

Annoyance: Attitude surveys are used for measuring the annoyance felt in a community for noises intruding into homes or affecting outdoor activity areas. In these surveys, it was determined that the causes for annoyance include interference with speech, radio and television, house vibrations, and interference with sleep and rest. The L_{dn} as a measure of noise has been found to provide a valid correlation of noise level and the percentage of people annoyed. People have been asked to judge the annoyance caused by aircraft noise and ground transportation noise. There continues to be disagreement about the relative annoyance of these different sources. When measuring the percentage of the population highly annoyed, the threshold for ground vehicle noise is about 55 dBA L_{dn}. At an L_{dn} of about 60 dBA, approximately 2 percent of the population is highly annoyed. When the L_{dn} increases to 70 dBA, the percentage of the population highly annoyed increases to about 12 percent of the population. There is, therefore, an increase of about 1 percent per dBA between an L_{dn} of 60-70 dBA. Between an L_{dn} of 70-80 dBA, each decibel increase increases by about 2 percent the percentage of the population highly annoyed. People appear to respond more adversely to aircraft noise. When the L_{dn} is 60 dBA, approximately 10 percent of the population is believed to be highly annoyed. Each decibel increase to 70 dBA adds about 2 percentage points to the number of people highly annoyed. Above 70 dBA, each decibel increase results in about a 3 percent increase in the percentage of the population highly annoyed.

ILLINGWORTH & RODKIN, INC.
Acoustics • Air Quality
1 Willowbrook Court, Suite 120
Petaluma, California 94954
Tel: 707-794-0400 *Fax: 707-794-0405*
www.illingworthrodkin.com *illro@illingworthrodkin.com*

August 16, 2017

Mr. David Ramey
Ramey Vineyards, LLC
202 Haydon Street
P.O. Box 788
Healdsburg, CA 95448

Subject: **Ramey Winery Project, Sonoma County, CA**
Addendum to Environmental Noise Assessment

Dear Mr. Ramey:
Illingworth & Rodkin (I&R) has been received notification that our Environmental Noise Assessment report (ENA) for the proposed Ramey Winery at 7097 Westside Road did not consider noise impacts to an existing residence on the Williams-Selyem Winery site at 7181 Westside Road immediately south of the WEST project site (see Residence 4 in Figure 1). Following the methodology used in our ENA, and considering that the ambient noise environment at the newly analyzed residence would be similar to that measured at location LT-1 (influenced by Westside Road traffic) we have analyzed the potential noise impacts from all winery operations and uses addressed in the ENA at the property line shared with Residence 4 and where needed developed mitigation measures to allow project compliance with the County NE-2 standard at the property line of Residence 4[1]. The results of these analyses are presented below:

Impact 1: Traffic, Parking Lot and Truck Noise
Automobile parking and traffic
The winery building on the WEST project site will include a semi-porous concrete driveway/parking / truck turn around area. Based on review of the current site plans the acoustic center of the 12 regular parking stalls in this area will be 75 feet from the property line of Residence 4.

[1] It should also be noted that Williams-Selyem Winery has proposed a barrel building on their site which we understand is directly between the proposed Ramey winery building and the existing residence on the Williams-Selyem property which is the subject of this addendum. Though not explicitly analyzed in this addendum, such a structure would likely provide additional noise attenuation between the property and the home, thus further reduce any noise impacts on this residence.

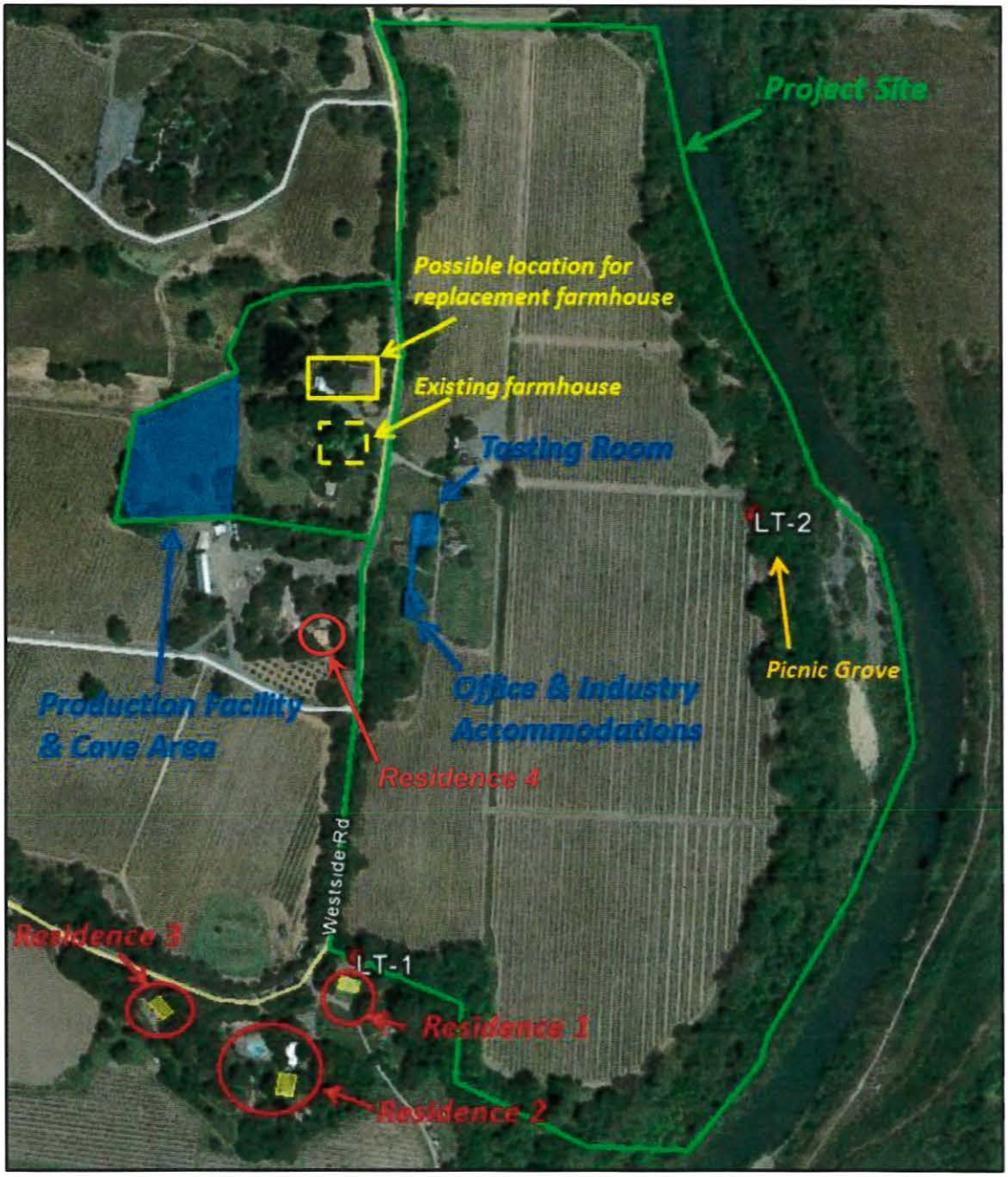


Figure 1: Winery Site Plan and Measurement Locations

Considering these distances, noise generated by automobile and light vehicles would be between 49 and 59 dBA at the property line of Residence 4. Given the expected visitor and employee use, these activities are expected to occur for less than five minutes out of an hour on a typical day and fall in the L_{02} NE-2 daytime category of 65 dBA (see Table 2 in ENA). However, during events or on busy weekends, such activities may occur more frequently and fall in the L_{08} NE-2 daytime category of 60 dBA. The ambient noise environment in this area is described by measurements at site LT-1. Table 1 summarizes the assessment of automobile noise in driveways and in parking lots at the property line of Residence 4.

Table 1: Parking Lot Automobile L_{08} Noise Levels

	L_{08} (Noise Level Exceeded 5 minutes in Any Hour), dBA
	Residence 4
Unadjusted Table NE-2 Daytime Limit	60
Daytime Ambient Noise Levels	53
Ambient Exceeds NE-2 Limit	No
NE-2 Adjustment	+0
Driveway/Parking Lot Noise at Receiver	**49 to 59**
Operations Exceed Ambient by 10 dBA?	No
NE-2 Adjustment	+0
Adjusted Table NE-2 Daytime Limit	60
Driveway/Parking Noise Exceeds NE-2?	No

Based on this finding, noise levels associated with automobiles and light vehicles using the project driveways and parking lots would not exceed the daytime NE-2 noise standards at the property line of Residence 4.

Truck traffic

Trucks visiting the winery site will use the new driveway and parking , truck loading and turn around area to access the wine production facility on the west side of the roadway. The centerline of the main winery access path will take constant speed and maneuvering trucks within 50 feet from the property line of Residence 4. However, at this close proximity the retaining wall at the edge of the parking / truck turn around area will act as a partial barrier to property line truck noise. Where truck noise is unshielded by the retaining wall the distance from the centerline of the main winery access path to the property line is 90 feet. Using this closest unshielded distance, noise generated by heavy-duty trucks may range from 65 to 70 dBA and medium-duty trucks may range from 55 to 60 dBA at the property line of Residence 4. Truck operations are expected to occur during daytime hours only and on a basis of one to five minutes per hour, or less, since it is unlikely that more than one heavy truck would arrive and depart during any given hour. Thus, truck operations would fall in the L_{02} NE-2 category of 65 dBA (see Table 2 in the ENA) at the adjacent residential uses. Table 2, following, presents and summarizes the assessment of truck traffic noise.

Table 2: Truck L_{02} Noise Levels

	L_{02} (Noise Level Exceeded 1 minute in Any Hour), dBA
	Residence 4
Unadjusted Table NE-2 Daytime Limit	65
Daytime Ambient Noise Levels	57
Ambient Exceeds NE-2 Limit	No
NE-2 Adjustment	+0
Heavy Truck Operations at Receiver	**65 to 70**
Medium Truck Operations at Receiver	**55 to 60**
Operations Exceed Ambient by 10 dBA?	No
NE-2 Adjustment	+0
Adjusted Table NE-2 Daytime Limit	65
Truck Traffic Noise Exceeds NE-2?	**Yes**, Heavy Trucks; No, Medium Trucks

Based on these findings, noise associated with medium truck traffic at the project is not expected to exceed daytime NE-2 noise standards at the property line of Residence 4, however heavy truck traffic would exceed these standards by up to 5 dBA.

Mitigation 1: Truck Noise Attenuation

To reduce noise levels from heavy trucks using the truck loading and turn around area the height of the retaining wall on the south side of the loading area should be extended to 6 feet above existing (above retaining wall) grade. A wall with a height of 6 feet above the existing ground level should then be extended for 100 feet parallel to the property line as shown in Figure 2.

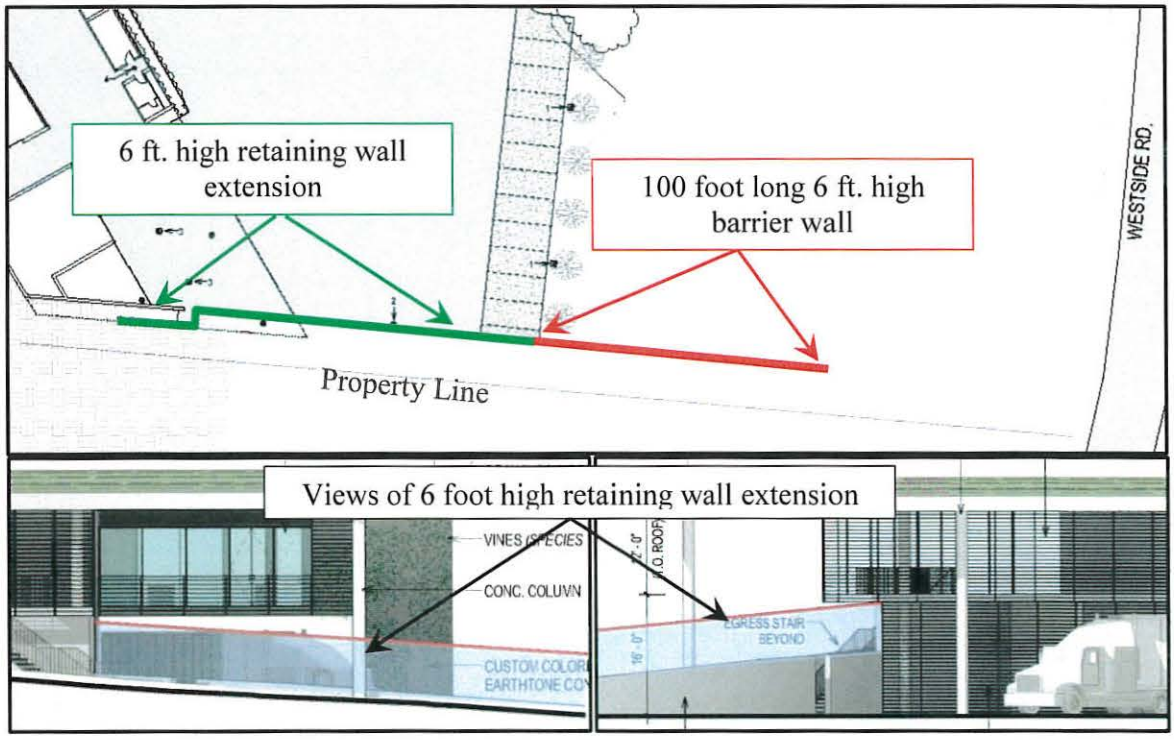


Figure 2: Plan and Views of Noise Barrier placement

To be effective as a noise barrier, this wall must be built without cracks or gaps in the face or large or continuous gaps at the base and have a minimum surface weight of 3.0 lbs. per sq. ft. Acceptable materials for such walls include a 2x4 wood framed wall with wood or stucco

finishes, masonry block walls, and pre-cast concrete panels. A wood fence type wall may also be used. For wood fencing walls to meet these requirements we recommend that a homogenous sheet material, such as 3/4" plywood, be used as a backing for typical 1" thick (nominal) wood fence slats. Using the plywood ensures the continued effectiveness of the barrier with age, since wood slats alone have a tendency to warp and separate with age, allowing gaps to form and the barrier effect of the wall diminish.

Impact 2: Mechanical Equipment Noise

The project would likely include noise-generating mechanical equipment, such as air-cooled condensing units, pumps, and compressors, at the wine production facility, as well as less-significant sources of noise, such as air-conditioning systems and exhaust fans. The project description and drawings show this equipment in a semi-open area on the southern side of the upper floor of the winery building as close as 10 feet from the property line of Residence 4.

Using the source levels discussed in the ENA and considering the semi-open area of the building to provide only one half of the conservative (minimal) rate of structural attenuation listed in the ENA (12 dBA listed in the ENA, 6 dBA used in this analysis), constant L_{50} noise levels from mechanical equipment may be between an L_{50} of 68 and 70 dBA at the property line of Residence 4. Table 3, following, summarizes the assessment of mechanical equipment noise.

Table 3: Mechanical Equipment L_{50} Noise Levels

	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA
	Residence 4
Unadjusted Table NE-2 Daytime Limit	50
Daytime Ambient Noise Levels	48
Daytime Ambient Exceeds NE-2 Limit?	No
Daytime NE-2 Adjustment	+0
Unadjusted Table NE-2 Nighttime Limit	45
Nighttime Ambient Noise Levels	47
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**
Nighttime NE-2 Adjustment	+2
Mechanical Equipment Noise at Receiver	**68 to 70**
Operations Exceed Ambient by 10 dBA?	Yes (day & night)
NE-2 Adjustment	-5 (day & night)
Adjusted Table NE-2 Daytime Limit	45
Adjusted Table NE-2 Nighttime Limit	42
Mechanical Equipment Noise Exceeds NE-2?	Yes (day & night)

Based on these findings, noise associated with mechanical equipment is expected to exceed daytime or nighttime NE-2 noise standard at the property line of Residence 4.

Mitigation 2: Mechanical Equipment Room

The southern façade and part of the eastern façade (to cut line 9 as shown in the project drawings) of the Mechanical Equipment Room should constructed as solid walls as shown in Figure 3, below.

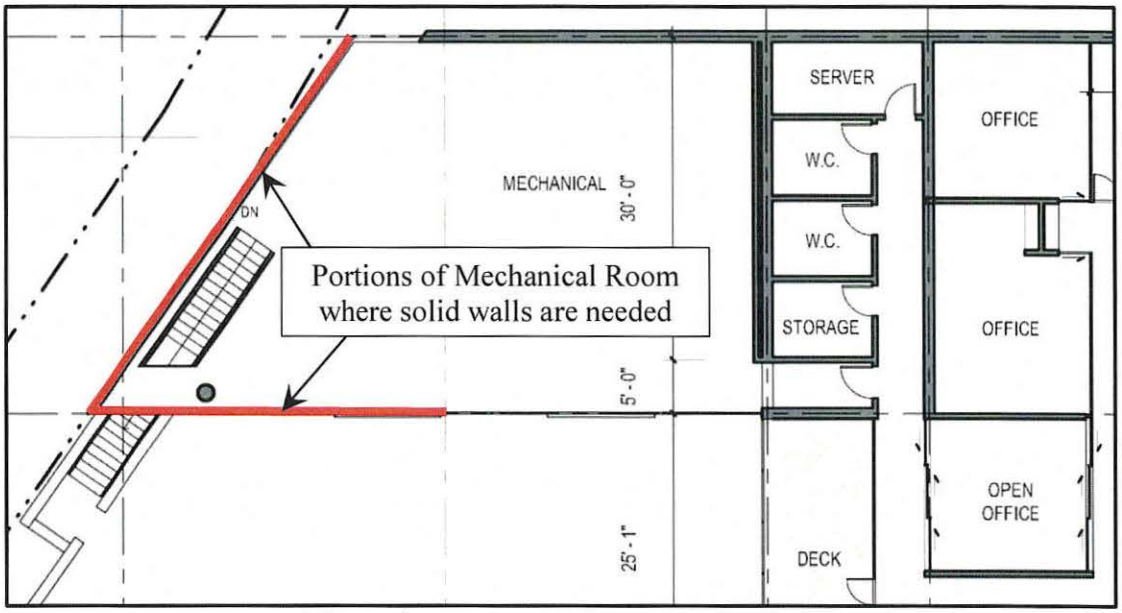


Figure 3: Mechanical Room Mitigation

Impact 3: Crush-Related Noise

Annual crush-related activities would take place within the new wine production building. The crush pad & press equipment room will be located on the first floor and on the western side of the building at about 150 feet from the property line of Residence 4. Because this use will be in the central portion of the new winery building and below the grade of the adjacent property line noise from it will be reduced by structural and terrain noise shielding. Using the source levels in the ENA, considering a minimum structural and terrain noise shielding factor of 10 dBA, and a 6 dB sound reduction for each doubling of the distance, constant L_{50} noise levels from crush-related activities would be 56 dBA at the property line of Residence 4. Table 4, below, summarizes these calculations. The maximum noise events discussed in the ENA, such as bin drops, etc., would be an L_{02} of 60 dBA at the property line of Residence 4. Table 5 summarizes the maximum noise events assessment of crush-related activities.

Table 4: Crush-Related L_{50} Noise Levels

	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA
	Residence 4
Unadjusted Table NE-2 Daytime Limit	50
Daytime Ambient Noise Levels	48
Daytime Ambient Exceeds NE-2 Limit?	No
Daytime NE-2 Adjustment	+0
Unadjusted Table NE-2 Nighttime Limit	45
Nighttime Ambient Noise Levels	47
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**
Nighttime NE-2 Adjustment	+2
Crush-Related Noise at Receiver	**46**
Operations Exceed Ambient by 10 dBA?	No (day & night)
NE-2 Adjustment	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	50
Adjusted Table NE-2 Nighttime Limit	47
Crush-Related Noise Exceeds NE-2?	**No** (day & night)

Table 5: Crush-Related L_{02} Noise Levels

	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA
	Residence 4
Unadjusted Table NE-2 Daytime Limit	65
Daytime Ambient Noise Levels	57
Daytime Ambient Exceeds NE-2 Limit?	No
Daytime NE-2 Adjustment	+0
Unadjusted Table NE-2 Nighttime Limit	60
Nighttime Ambient Noise Levels	51
Nighttime Ambient Exceeds NE-2 Limit?	No
Nighttime NE-2 Adjustment	+0
Crush-Related Noise at Receiver	**60**
Operations Exceed Ambient by 10 dBA?	No (day & night)
NE-2 Adjustment	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	65
Adjusted Table NE-2 Nighttime Limit	60
Crush-Related Noise Exceeds NE-2?	**No** (day & night)

Based on the findings shown, noise associated with crush related noise is not expected to exceed daytime or nighttime NE-2 noise standard at the property line of Residence 4.

Mitigation 3: None needed

Impact 4: Bottling Noise

According to the building floor plans provided, bottling will be done in the production facility area, next to the truck access loading zone. The center of the bottling area will be about 110 feet to the property line of Residence 4. As with noise in the crush pad area, the building and terrain will provide shielding from noise created during bottling activities. Considering a minimum structural and terrain noise shielding factor of 10 dB, and a 6 dB sound reduction for each doubling of the distance, noise from bottling activities are expected to be an L_{50} of 53 dBA at the property line of Residence 4 Residence 1. Table 6 summarizes the assessment of bottling noise.

Table 6: Bottling L_{50} Noise Levels

	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA
	Residence 4
Unadjusted Table NE-2 Daytime Limit	50
Daytime Ambient Noise Levels	48
Daytime Ambient Exceeds NE-2 Limit?	No
Daytime NE-2 Adjustment	+0
Unadjusted Table NE-2 Nighttime Limit	45
Nighttime Ambient Noise Levels	47
Nighttime Ambient Exceeds NE-2 Limit?	**Yes**
Nighttime NE-2 Adjustment	+2
Bottling Noise at Receiver	**53**
Operations Exceed Ambient by 10 dBA?	No (day & night)
NE-2 Adjustment	+0 (day & night)
Adjusted Table NE-2 Daytime Limit	50
Adjusted Table NE-2 Nighttime Limit	47
Bottling Noise Exceeds NE-2?	**Yes** (day & night)

Based on the findings shown, noise associated with bottling noise is expected to exceed daytime or nighttime NE-2 noise standard at the property line of Residence 4.

Mitigation 4: Bottling Noise

The incorporation of the 6 foot high sound barrier as discussed under Mitigation Measure 1 will also be effective in reducing daytime or nighttime bottling noise levels to below the L_{50} NE-2 noise standards. Therefore, no additional mitigation is needed for bottling activities at the project site.

Impact 5: Maintenance and Forklift Operations

Forklift and maintenance operations would likely take place on the first floor inside the new winery building, in the outdoor crushing and receiving areas, and possibly in the winery caves. Such activities within the winery building would receive significant noise shielding from the building and are not analyzed here. The crush area would also receive considerable shielding from the building. Outdoor forklift and maintenance operations in the truck loading area are considered a worst-case condition and are analyzed. Based on a review of project drawings, the center of the closest truck loading outdoor area will be about 55 feet from the property line of Residence 4. Using the source levels discussed in the ENA, a 6 dB shielding factor for the retaining wall at the edge of the truck loading area and a 6 dB sound reduction for each doubling of the distance between the noise source and the receiver, noise from forklift and maintenance operations activities are expected to be an L_{08} of 60 dBA at the property line of Residence 4.

Table 7, following, summarizes the assessment of noise due to forklift and maintenance operations. Note, forklift and maintenance operations will only occur during the daytime hours.

Table 7: Forklift and Maintenance L_{08} Noise Levels

	L_{08} (Noise Level Exceeded 5 minutes in Any Hour), dBA
	Residence 4
Unadjusted Table NE-2 Daytime Limit	60
Daytime Ambient Noise Levels	53
Ambient Exceeds NE-2 Limit?	No
NE-2 Adjustment	+0
Forklift/Maintenance Operations at Receiver	**60**
Operations Exceed Ambient by 10 dBA?	No
NE-2 Adjustment	+0
Adjusted Table NE-2 Daytime Limit	60
Forklift/Maintenance Operations Noise Exceed NE-2?	No

Based on the findings shown in Table 7, noise associated with forklift and maintenance operations is not expected to exceed daytime NE-2 noise standards at the property line of the residential use at 7181 Westside.

Mitigation 5: None Needed

Impact 6: Event Noise at adjacent residential uses

Special events, such as concerts and weddings, are not planned, nor requested at the winery; however, the winery does plan to participate in county-wide industry events. The project application includes provisions for 24 special events per year, including 10 winemaker lunches or dinners with 30 persons in attendance, five 60-person private tastings, five 120-person private tastings, two 300-person new wine release tastings, and two 300-person industry-wide events. For an event consisting of 300 persons, a staff of approximately 14 people is expected. Table 1 in the ENA provides locations and hours of these events. It should be noted that amplified music and amplified speech are not proposed at any outdoor events.

A review of the project site plans indicates that outdoor events would be held in the picnic grove area located along the eastern boundary of the property near LT-2. Indoor events would be held inside the tasting room or barn. The production facility on the west side of the roadway will only be opened to guests by invitation only. Based on a review of building plans and elevations, events occurring within the winery buildings would receive noise shielding from the building structures estimated at 12 dBA with open windows and/or doors, and a minimum of 22 dBA with closed non-sound rated windows and/or doors. However, the outdoor events held in the picnic grove area would receive little to no noise attenuation from intervening terrain or building structures at the property line of Residence 4.

Based on a review of aerial photos and the project site plan, distance information obtained using Google Earth indicates that outdoor events that take place in the picnic grove would be over 1000 feet from the property line of Residence 4. The event space and guest rooms located in the barn are the closest indoor rooms for events. From the maps, indoor events at these locations would be as close as 125 feet from the property line of Residence 4. Using these distances and the noise shielding considerations for outdoor and indoor events, the L_{50} sound levels for the typical noise source levels listed in Table 4 of the ENA (and the County requested *peak* L_{50} level

for musical instruments of 88 dBA at 40 feet) for outdoor and indoor events have been calculated at the property line of Residence 4.

Table 8 summarizes the assessments for outdoor special events noise in the picnic grove area. Since amplified music and speech are not proposed at these outdoor events, they are not shown in these tables. Table 9 summarizes the assessment for the indoor special event noise. Since special events would not occur during nighttime hours (see Table 1 of the ENA), the County's nighttime limits shown in Table NE-2 would not be applicable to the proposed project and are not shown in Tables 8 or 9.

Table 8: Outdoor Special Events L_{50} Noise Levels in the Picnic Grove Area

	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA
	Residence 4
Unadjusted Table NE-2 Daytime Limit	50
Daytime Ambient Noise Levels	48
Daytime Ambient Exceeds NE-2 Limit?	No
Daytime NE-2 Ambient Adjustment	+0
NE-2 Adjustment for Speech and Music	-5
Special Event L_{50} Noise Levels	
Outdoor Non-Amplified Music	41
Outdoor Films – Voices/Music	38
Outdoor Raised Conversation	39
Adjusted NE-2 Limits and Compliance	
Event Noises Exceed Ambient by 10 dBA?	No (all sources)
NE-2 Adjustment	+0
Adjusted Table NE-2 Daytime Limit	45
Non-Amplified Music Exceeds Adjusted NE-2?	No
Films – Voices/Music Exceeds Adjusted NE-2?	No
Raised Conversation Exceeds Adjusted NE-2?	No

Based on the findings shown in Table 8, outdoor event noise is not expected to exceed daytime NE-2 noise standards at the property line of the residential use at 7181 Westside.

Table 9 Indoor Special Events L_{50} Noise Levels

NE-2 Limits, Ambient Noise Levels, and Adjustments	L_{50} (Noise Level Exceeded 30 minutes in Any Hour), dBA
	Residence 4
Unadjusted Table NE-2 Daytime Limit	50
Daytime Ambient Noise Levels	48
Daytime Ambient Exceeds NE-2 Limit?	No
Daytime NE-2 Ambient Adjustment	+0
NE-2 Adjustment for Speech and Music	-5
Special Event L_{50} Noise Levels with open windows/doors	
Indoor Amplified Music (*Peak*, 88 dBA@40 ft.)[1]	66
Indoor Amplified Music (*Normal*, 72 dBA@50 ft.)[1]	52
Indoor Amplified Speech	51
Indoor Non-Amplified Music	47
Indoor Films – Voices/Music	44
Indoor Raised Conversation	45
Adjusted NE-2 Limits and Compliance	
Event Noises Exceed Ambient by 10 dBA?	Yes (peak amplified music), No (all other sources)
NE-2 Adjustment	-5 (peak amplified music), -0 (all others)
Adjusted Table NE-2 Daytime Limit	40 (peak amplified music), 45 (all others)
Peak Amplified Music Noise Exceeds Adjusted NE-2?	**Yes**
Normal Amplified Music Noise Exceeds Adjusted NE-2?	**Yes**
Amplified Speech Exceeds Adjusted NE-2?	**Yes**
Non-Amplified Music Exceeds Adjusted NE-2?	**Yes**
Films – Voices/Music Exceeds Adjusted NE-2?	No
Raised Conversation Exceeds Adjusted NE-2?	No
Special Event L_{50} Noise Levels with Closed windows/doors	
Indoor Amplified Music (*Peak*, 88 dBA@40 ft.)[1]	56
Indoor Amplified Music (*Normal*, 72 dBA@50 ft.)[1]	42
Indoor Amplified Speech	41
Indoor Non-Amplified Music	37
Indoor Films – Voices/Music	34
Indoor Raised Conversation	35
Adjusted NE-2 Limits and Compliance	
Event Noises Exceed Ambient by 10 dBA?	No (all)
NE-2 Adjustment	+0 (all)
Adjusted Table NE-2 Daytime Limit	45 (all)
Peak Amplified Music Noise Exceeds Adjusted NE-2?	**Yes**
Normal Amplified Music Noise Exceeds Adjusted NE-2?	No
Amplified Speech Exceeds Adjusted NE-2?	No
Non-Amplified Music Exceeds Adjusted NE-2?	No
Films – Voices/Music Exceeds Adjusted NE-2?	No
Raised Conversation Exceeds Adjusted NE-2?	No

Notes: 1. Amplified Music levels have been evaluated using a *peak* L_{50} level for musical instruments of 88 dBA at 40 feet as requested by County Staff. The use of these levels results in sound levels 14 dBA higher than those which have been adopted by the Sonoma County Winery Event Working Group (see discussion on page 7 of the ENA).

Based on the findings shown in Table 9 with open windows indoor events with peak amplified music would exceed the County daytime and nighttime NE-2 standards at property line of

Residence 4 by 26 dBA and normal amplified music, amplified speech and non-amplified music would exceed the County daytime NE-2 standards by 2 to 7 dBA at property line of Residence 4. However, the findings shown in Table 9 also indicate that with closed windows all indoor events, with the exception of those with peak amplified music, would meet the County daytime NE-2 standards at the property line of Residence 4.

Mitigation 6: Indoor Special/Promotional Events
The following measures should be included in the project:

1. Indoor events with amplified or speech or non-amplified music should only occur within the baling barn or tasting room buildings with closed windows and doors.
2. Amplified music within the baling barn or tasting room buildings should be maintained at normal, not peak amplification levels, such that the L_{50} level of the amplified music not exceed 72 dBA at a distance of 50 feet.

With the implementation of the above mitigation measures, noise levels at the property line of Residence 4 would be maintained at or below the County NE-2 standards.

This concludes I&R's amendment to our Environmental Noise Assessment report (ENA) for the proposed Ramey Winery at 7097 Westside Road to consider noise impacts to an existing residence on the Williams-Selyem Winery site at 7181 Westside Road immediately south of the WEST project site. Please do not hesitate to call with any questions or concerns.

Sincerely,

Fred M. Svinth, INCE, Assoc., AIA
Principal, Senior Consultant
Illingworth & Rodkin, Inc.

January 5, 2017

County of Sonoma
Permit & Resource Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403

RE: GEOLOGIC REPORT FOR GENERAL PLAN POLICY WR-2e
RAMEY WINERY, 7097 WESTSIDE ROAD, HEALDSBURG, CA
PRMD APPLICATION No. UPE14-0008
EBA JOB No. 16-2366

Dear Staff:

This Geologic Report presents the results of a groundwater availability study conducted for the property at 7097 Westside Road, located approximately five miles south of Healdsburg, California (see Figure 1, Appendix A for site location). The groundwater availability study was requested by the County of Sonoma, Permit and Resource Management Department (CS-PRMD) in association with the use permit process for the winery and tasting room operation proposed by the Applicant. The work presented herein was performed to comply with the California Environmental Quality Act (CEQA). The purpose of CEQA is to identify the significant impacts of the project and to avoid or mitigate those impacts, if feasible. The scope of work also included an assessment of potential depletion effects on the Russian River as a result of groundwater pumping associated with the proposed project and estimate the effects of drawdown, if any, on adjoining and nearby properties.

1.0 BACKGROUND INFORMATION

1.1 Site Description

The existing property consists of an approximate 75-acre (AC) parcel identified as Assessor's Parcel No. (APN) 110-240-031. A site plan illustrating the primary site features is presented as Figure 2 (Appendix A). As shown on Figure 2, the site straddles Westside Road. The portion of the property east of Westside Road encompasses approximately

69 AC, of which approximately 42 AC is currently developed with vineyard. Other features on this portion of the property include a former hop kiln building, a former hop baling barn, and several small outbuildings, all of which are located along the east side of Westside Road. The remainder of this area is undeveloped and mostly covered with seasonal grasses and thick stands of trees. On the west side of Westside Road (approximately 6 AC), site features include a 3-bedroom single family dwelling unit, a small outbuilding, a barn and shed, a garden, and a 3.5 acre-foot (AF) frost protection pond. The topography on the western portion of the property and along Westside Road is slightly hilly, whereas the vineyard area to the east can be characterized as gently sloping from west to east in the direction of the Russian River. Site elevations across the site range from approximately 130 feet above mean sea level (MSL) on the west to approximately 50 feet MSL along its eastern margin.

The property is currently equipped with five water supply wells located along the eastern margin of the property (see Figure 2). These wells are identified herein as Wells #1 through #5 and are used to provide water for the on-site operations, and to two neighboring property owners to the west. Further details regarding the existing and proposed water use for the respective wells are provided as follows:

- *Well #1:* Used solely for the proposed on-site development, including the winery and tasting room.

- *Well #2:* Currently used to supply water to a single family dwelling located on a neighboring property to the west (APN 110-240-039). The water is provided under an Easement Grant Deed. This use will not change as part of the proposed project.

- *Well #3:* Currently used to supply water for irrigation and frost protection for the on-site vineyards. Water from this well will also be used for landscape irrigation related to the proposed on-site development.

- *Well #4:* Currently used to supply water to the various structures and garden on the western portion of property. This use will not change as part of the proposed project.

- *Well #5:* Currently used to supply water for vineyard irrigation on a neighboring property to the west (APN 110-240-024). Similar to Well #2, the water is provided under an Easement Grant Deed. This use will not change as part of the proposed project.

Wells #2 through #5 were installed between 1988 and 1990, whereas Well #1 was installed in 2013. These wells range in depth from approximately 60 to 110 feet below ground surface (BGS).

The area surrounding the project site consists of rural agricultural properties to the north, west and south. Property use is comprised mostly of vineyards and rural single family

dwelling units. Also present on adjoining properties to the west are one current winery (Williams-Selyem) and one winery under construction (Arista), and one current tasting room (Gracianna) on the north adjoining property. The eastern portion of the project site is bordered by the Russian River. Please refer to Figure 2 (Appendix A) for a site plan illustrating the aforementioned features.

1.2 Proposed Development

The primary improvements associated with the proposed development will include: 1) construction of a new winery and wine caves; 2) re-purposing the existing hop kiln building into public tasting rooms; 3) re-purposing the existing hop baling barn into private tasting rooms and marketing accommodations; and 4) enlargement of existing and construction of new driveways and parking areas. The winery and wine caves will be located on the west side of Westside Road in the western portion of the parcel. The winery will have a maximum annual production capacity of 60,000 cases. The existing 3-bedroom single family dwelling unit, as well as the barn and shed, will remain. As previously noted, the buildings to be re-purposed are located on the east side of Westside Road. The tasting rooms will be open seven days a week. The facility will also hold up to 22 agricultural promotional events per year, as well as participate in industry-wide events totaling two event days per year.

Wells #1 and #3 will service the proposed development. In the case of Well #1, this well was installed in August 2013 and was constructed with a 50-foot sanitary seal, thereby making it suitable as a public water supply source for the proposed winery and domestic uses associated with the various facility operations. As a means of confirming it's suitability for the proposed improvements, an 8-hour well capacity test was performed on January 16, 2014 by Petersen Drilling & Pump, Inc. that demonstrated a sustainable yield of 45 gallons per minute (GPM) with a resulting drawdown of 1.5 feet. Full recovery following the cessation of pumping was achieved within one hour. A copy of the test pump and recovery log documenting the test results is enclosed in Appendix B. As for Well #3, this well will be used for landscape irrigation. Whereas pumping test data is not available for Well #3, it has a reported yield of approximately 300 GPM.

1.3 Local Geology and Hydrogeology

A geologic map presented in *Bulletin 118-4* (California Department of Water Resources [CDWR], 1983) indicates that the central and eastern portions of the project site area are underlain by Holocene alluvium (Qal) associated with the Russian River depositional system. The alluvium beneath and adjoining the Russian River are comprised of unconsolidated, coarse-grained gravel and sand deposits that can be highly permeable, with reported yields in excess of 1,000 GPM. As you move away from the river, the alluvium contains less coarse-grained material and more silt and poorly sorted sands and gravels with lower permeability characteristics. Quaternary terrace deposits (Qt) are present along the western margin of the property that consist of cross-bedded deposits of sand and gravel originally formed as alluvial fan or stream channel deposits. Finally, the terrace deposits are bound to the west by rocks identified as the Jura-Cretaceous

Franciscan Complex (KJ), which consist of sandstone, shale, greenstone, chert and serpentine. The Franciscan Complex underlies both the terrace deposits and alluvium in the area and typically exhibits very low yield characteristics. Please refer to Figure 3 (Appendix A) for a geologic map of the site vicinity.

Based on information outlined in the Water Well Drillers Reports (WWDRs) for Wells #1 through #5, each of the wells are fully screened across the Qal deposits (alluvium) to depths ranging from approximately 40 to 100 feet BGS and are seated into the underlying Franciscan Complex bedrock. Yields as recorded on the WWDRs range from approximately 40 to 760 GPM.

The most prominent surface water feature in proximity of the project site is the Russian River, which borders the entire eastern boundary of the property. The Russian River is a managed water system as governed by State Water Resources Control Board (SWRCB) Decision 1610 (SWRCB, 1986) that receives regulated surface water discharges from Lake Mendocino and Lake Sonoma (via Dry Creek). As such, surface water flow in the Russian River is perennial in nature. As shown on Figure 2 (Appendix A), Wells #1 through #3 range from approximately 250 to 340 feet from the edge of the primary river channel, whereas the separation from Wells # 4 and #5 is approximately 70 feet. Please note that the project site is not located within one of the drought priority watersheds or reaches of interest identified in the State Water Resources Control Board's Russian River Tributaries Emergency Regulation.

2.0 WATER DEMAND

The projected water use for the proposed development was determined by Adobe Associates, Inc. (Adobe) and presented in a letter report dated December 30, 2015 (Adobe, 2015). Please note that the aforementioned letter report also included water projections for vineyard irrigation and frost protection, which are not part of this proposed project. In this regard, the water demand for the proposed project corresponds to the winery, domestic use (i.e., employees, tasting rooms, marketing accommodations, and promotional/industry-wide events), and landscaping. Table 1 on the following page provides a summary of the project water demands based on Adobe's analysis. Please refer to Appendix C for excerpts from Adobe's letter report summarizing the projected water use calculations.

TABLE 1 SUMMARY OF PROJECT WATER DEMANDS		
Description	***Gallons per Year***	***Acre-Feet per Year***
Winery	864,000	2.65
Domestic Use(1)	104,083	0.32
Landscape Irrigation	52,863	0.16
Extended Totals	**1,020,946**	**3.13**

(1): Domestic Use includes employees, tasting rooms, marketing accommodations and promotional/industry – wide events.

Please note that for the sake of consistency with Adobe's analysis, following discussions pertaining to water demands are presented in units of gallons, whereas subsequent discussions pertaining to the river depletion analysis are presented in unit of acre-feet (AF).As previously noted, Well #1 will provide water supply for the winery and various domestic uses associated with the project. Based on the projections presented in Table 1, the total water demand for these sources equates to 1,020,946 gallons per year (GPY). In addition to total water use, the average daily and maximum peak daily demands were estimated using the same data. The average daily demand over a 365-day period equates to 2,652 gallons per day (GPD). The maximum peak daily demand, in turn, was estimated by combining applicable site activities that could theoretically occur in a given day. Information provided by the Applicant indicates that these activities could include: crush operations (3,600 GPD); promotional event visitors (300 GPD); tasting room visitors (63 GPD); marketing accommodations (240 GPD); and associated employees (360 GPD). This translates to a maximum peak daily demand of 4,563 GPD.

Well #3 will be used for landscape irrigation. As outlined above, the projected total water demand for landscaping is 52,863 GPY. This translates to an average daily demand over a 365-day period of 145 GPD. In regards to the maximum peak daily demand, the maximum use occurs over the period of June through August (22,536 gallons). Assuming a conservative irrigation cycle of one day per week, the corresponding peak maximum daily demand equates to approximately 1,735 GPD.

3.0 GROUNDWATER AVAILABILITY ANALYSIS

The primary objective of the water resources element of the Sonoma County General Plan is to ensure that Sonoma County's water resources are sustained and protected, including both surface water and groundwater. The project site is located within a Class 1 water area, which is identified as representing a major groundwater basin that is typically characterized by robust groundwater yields. This classification is supported by *Bulletin 118-4* (CDWR, 1983) as previously outlined in Subsection 1.3 (*Local Geology and Hydrogeology*), which indicates that the alluvium beneath and adjoining the Russian

River are comprised of unconsolidated, coarse-grained gravel and sand deposits that can be highly permeable, with reported yields in excess of 1,000 GPM.

The combination of demonstrated appreciable yields and the relatively nominal water demand for a Class 1 aquifer system indicate that the aquifer underlying the project site should be more than adequate to support the project while imparting negligible groundwater drawdown effects on neighboring properties. Further details supporting this position are as follows:

- The Russian River is a managed water system that ensures perennial flow throughout the year. As such, the Russian River serves as a continuous source of recharge to the underlying alluvial aquifer system. This contribution, coupled with recharge from seasonal rainfall, minimizes the potential for depletion of the aquifer system. This is demonstrated by static water levels in Wells #1, #2 and #4 as measured by EBA on October 4, 2016 that are essentially the same as those measured at the time the wells were installed in 2013, 1988, and 1988, respectively. Please note that the water level in Well #3 could not be measured, whereas Well #5 was operating at the time of EBA's inspection.

- The 8-hour well capacity test performed on Well #1 in January 2014 demonstrated a sustainable yield of 45 GPM while only inducing 1.5 feet of drawdown. This is indicative of a highly prolific aquifer. By comparison, the maximum peak daily water demand for the winery and domestic uses is only 4,563 gallons, which equates to less than two hours of pumping.

- At a reported pumping rate of 300 GPM, Well #3 will only have to pump for an additional six minutes to meet the maximum peak daily water demand of 1,735 gallons for the irrigation of new landscaping. This additional pumping is considered de minimis.

- Data from the well capacity test performed on Well #1 was used to estimate the radius of influence induced by the pumping operations. Based on computer modeling, the estimated resulting radius of influence after eight hours of pumping was less than 160 feet. The radius of influence for the maximum peak daily demand scenario is even less at less than 100 feet. Since the closest neighboring property west of the Russian River is more than 1,100 feet away from Well #1, it can be concluded that the pumping of this well will not impact neighboring off-site water supply wells. Please note that based on the minimal additional pumping duration associated with Well #3 (six minutes), a similar analysis was not performed for this well.

4.0 RIVER DEPLETION ANALYSIS

Based on the proximity of Wells #1 and #3 to the Russian River, an analysis was performed to estimate the rate and volume of stream depletion that may result from the proposed pumping operations. The estimates were generated using a technique

presented in a United States Geological Survey (USGS) manual for hydrologic analysis and interpretation as developed by C.T. Jenkins (Jenkins, 1968). The approach utilizes a series of type curves and equations, coupled with aquifer parameters (i.e., transmissivity and specific yield), to calculate both rate and volume estimates. The following provides an incremental breakdown of the approach:

1. Calculate the stream depletion factor (sdf), in days

$$sdf = \frac{a^2}{T / S}$$

where: a = perpendicular distance from the pumped well to the stream, in feet
T = transmissivity, in feet squared per day
S = specific yield, dimensionless

2. Establish the total time of pumping (t_p), in days

3. Calculate the ratio of total time pumping versus stream depletion factor; i.e., t_p / sdf

4. Determine the ratio of rate of stream depletion (q) versus net steady pumping rate (Q) (i.e., q / Q) using the Type Curve A (see Appendix D).

5. Determine the ratio of volume of stream depletion (v) versus net volume pumped during time t_1 (Q_t) (i.e., v / Q_t) using the Type Curve B (see Appendix D).

6. Calculate the rate of stream depletion (q) by multiplying the net steady pumping rate (Q) by the q / Q ratio determined from Type Curve A (Step 4).

7. Calculate the annual volume of stream depletion (v) by multiplying the net steady pumping rate (Q) by the v / Q_t ratio determined from Type Curve B (Step 5) and by the duration (in days) of the pumping period.

Depletion rates and volumes were estimated for several different scenarios. These scenarios were as follows: *Scenario 1)* average daily pumping rate for Well #1 over a 365-day period for all winery and domestic water uses; *Scenario 2)* average daily pumping rate for Well #1 during the 60-day crush period, including winery operations and employee domestic use; and *Scenario 3)* average daily pumping rate for Well #3 over a 365-day period for landscape irrigation.

Variables used in the analysis are listed below. A specific yield (S) of 20 percent was used based on literature values. This variable, coupled with pumping and drawdown data from the 8-hour well capacity test, was used in a computer model based on the Theis nonequilibrium well equation (Theis, 1935) to calculate the transmissivity (T). The distances (a) from the stream (i.e., Russian River) were determined from the site plan

(Figure 2, Appendix A). Finally, the net steady pumping rates (Q) were calculated using the various water demands determined by Adobe (Adobe, 2015).

- Transmissivity (T): 5,348 feet squared per day
- Specific Yield (S): 0.20 (i.e., 20 percent)
- Distance from Stream (a)
  - Well #1: 320 feet
  - Well #3: 280 feet
- Net Steady Pumping Rate (Q)
  - Well #1 (average daily over 365-day period): 2,652 GPD
  - Well #1 (average daily over 60-day crush period): 4,263 GPD
  - Well #3 (average daily over 365-day period): 145 GPD

Table 2 provides a summary of the depletion rates and volumes for the respective scenarios. The rates/volumes were calculated using the seven-step approach presented at the outset of this subsection, coupled with the common variables outlined above.

TABLE 2
SUMMARY OF RIVER DEPLETION RATES AND VOLUMES

Scenario[1]	*sdf (days)*	*t_p (days)*	*Q (GPD)*	*q / Q Ratio*	*v / Q_t Ratio*	*q (GPD)*	*v (AF)*
1	3.8	365	2,652	0.90	0.90	2,387	2.41[2]
2	3.8	60	4,263	0.88	0.75	3,751	0.59[3]
3	2.9	365	145	0.90	0.90	131	0.15[2]

sdf: Stream Depletion Factor
t_p: Total Time of Pumping
Q: Net Steady Pumping Rate
Q_t: Net Volume Pumped During Time t_1
q: Rate of River Depletion
v: Volume of River Depletion
GPD: Gallons per Day
AF: Acre-Feet

(1): Scenarios 1 and 2 correspond to Well #1 and Scenario 3 corresponds to Well #3.

(2): Based on a 365-day pumping period.

(3): Based on a 60-day pumping period.

The significance of the results presented above were compared to discharge gauge data for the Russian River to assess the magnitude of the estimated depletion relative to the

amount of surface water flow in the river. In this regard, the closest gauge data station corresponds to USGS Station 11465390, located less than 500 feet downstream from the site's southern property boundary. The approximate location of this station is shown on Figure 2 (Appendix A). Data for this station covers the period from April 2013 to October 2016 and is presented in a graphical format in Appendix E. As shown on the graph, flows over the monitoring period have ranged from approximately 87 to 1,000 cubic feet per second (CFS). Due to data gaps that coincide with the winter periods, an accurate determination of total annual flows at this station could not be calculated. In response to this limitation, the minimum flow rate of 87 CFS was used in the analysis, which is highly conservative since it corresponds to the lowest recorded reading over the 3.5-year data period and coincides with the 2015 drought. Based on the 87 CFS unit flow rate projected over a 365-day period, the total flow volume equates to 62,983 AF. Comparison of this flow to the combined flow volumes presented in Table 2 for Scenarios 1 and 3 (2.56 AF) over an equal period of time reveals that the Scenarios 1 and 3 volume equates to only 0.004 percent of the flow in the river, thereby demonstrating that the projected depletion is de minimis. As previously noted, this comparison is highly conservative in that the actual average flow rate in the Russian River is higher than the assumed minimum flow rate used in the analysis.

The same approach as described above was used to evaluate depletion characteristics during the 60-day crush period (Scenario 2). Based on the minimum flow rate of 87 CFS, the corresponding total flow over this period equates to 10,353 AF as compared to 0.59 AF for Scenario 2. This translates to 0.006 percent of the flow in the river over the period analyzed. As was the case for Scenarios 1 and 3, this projected amount of depletion is considered de minimis.

5.0 CONCLUSIONS

The water supply characteristics of the underlying aquifer utilized by Wells #1 and #3 are more than adequate to accommodate the water demands associated with the proposed improvements and will not result in negative impacts to local groundwater or surface water resources. This conclusion is based on the following variables: 1) the site is located within a Class 1 water area, which is identified in the Sonoma County General Plan as a major groundwater basin; 2) the underlying aquifer is comprised of alluvial deposits associated with the Russian River, which is a managed water system that ensures perennial flow throughout the year and serves as a continuous source of recharge to the aquifer; 3) well capacity test results for Well #1 demonstrated a sustainable yield of 45 GPM while only inducing 1.5 feet of drawdown. This is indicative of a highly prolific aquifer system; 4) based on the yield characteristics of the on-site wells, the wells will only have to pump for less than two hours (Well #1) and six minutes (Well #3) per day to accommodate the peak water flow demands; and 5) the projected radius of influence characteristics induced by the pumping operations will not encroach onto neighboring properties. In addition, the proposed water use is projected to induce no measureable changes in surface water flows in the Russian River.

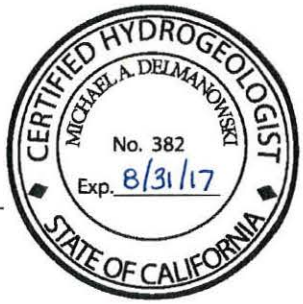
6.0 LIMITATIONS

This report was prepared in accordance with generally accepted standards of professional hydrogeologic consulting principles and practices at the place and time this study was performed. This warranty is in lieu of all other warranties, either expressed or implied. The conclusions presented herein are based solely on information made available to us by others, and includes professional interpretations based on limited research and data. Based on these circumstances, the decision to conduct additional investigative work to substantiate the findings and conclusions presented herein is the sole responsibility of the Client. This report has been prepared solely for the Client and any reliance on this report by third parties shall be at such party's sole risk.

7.0 CLOSING

If you should have any questions regarding the information contained herein, please do not hesitate to contact our office at (707) 544-0784.

Sincerely,
EBA ENGINEERING

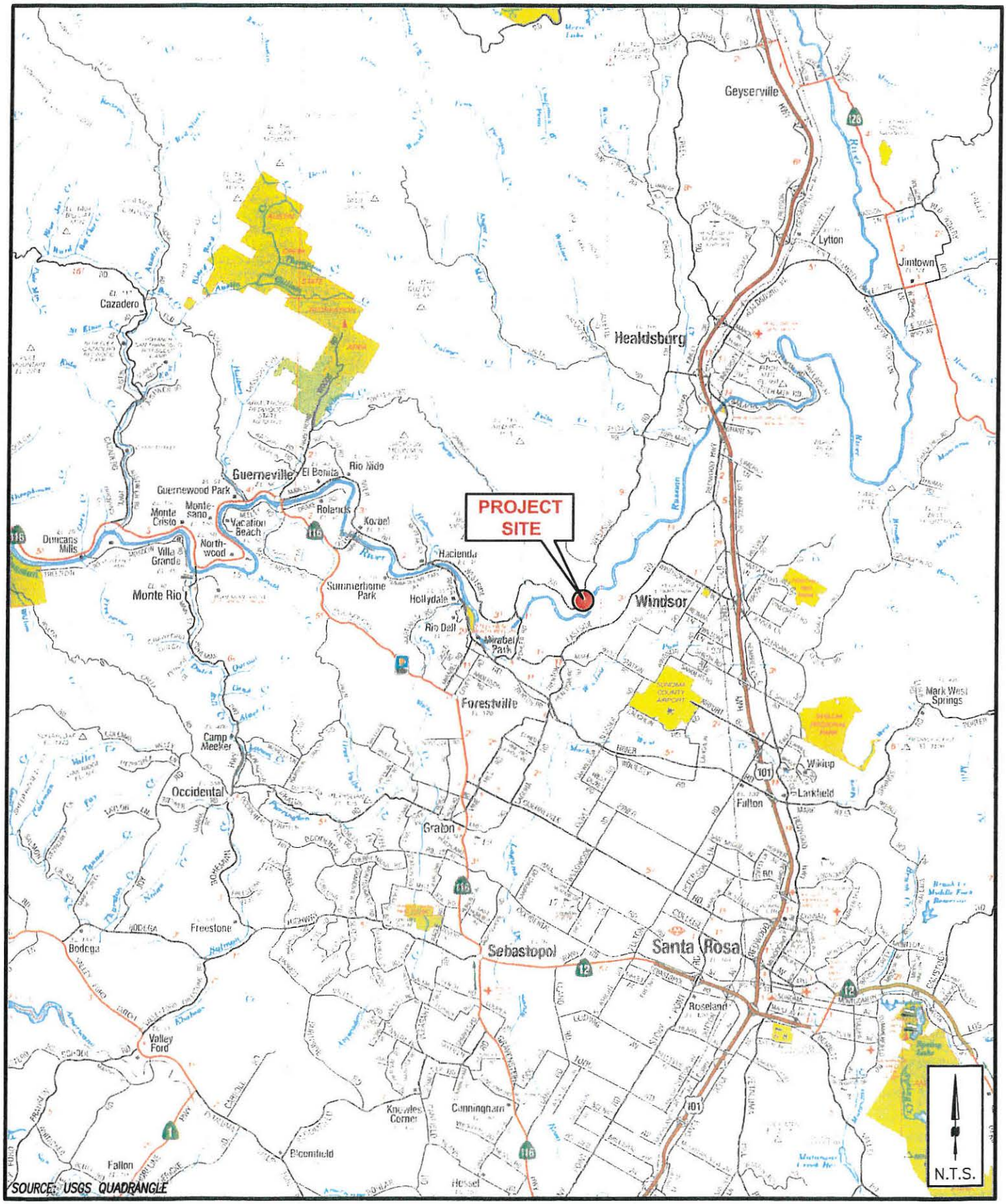


Mike Delmanowski, P.G., C.E.G., C.Hg.
Senior Hydrogeologist

Appendices: Appendix A - Figures
Appendix B - Well #1 8-hour Well Capacity Test Log
Appendix C - Projected Water Use Calculations (Adobe, 2015)
Appendix D - Depletion Analysis Type Curves
Appendix E - Discharge Gauge Data Time Series Graph (USGS Station 11465390)

APPENDIX A

FIGURES



EBA ENGINEERING
825 SONOMA AVENUE
SUITE C
SANTA ROSA, CA 95404
TEL: (707) 544-0784

LOCATION MAP

RAMEY WINERY
7097 WESTSIDE ROAD
HEALDSBURG, CALIFORNIA

FIGURE
1
16-2366

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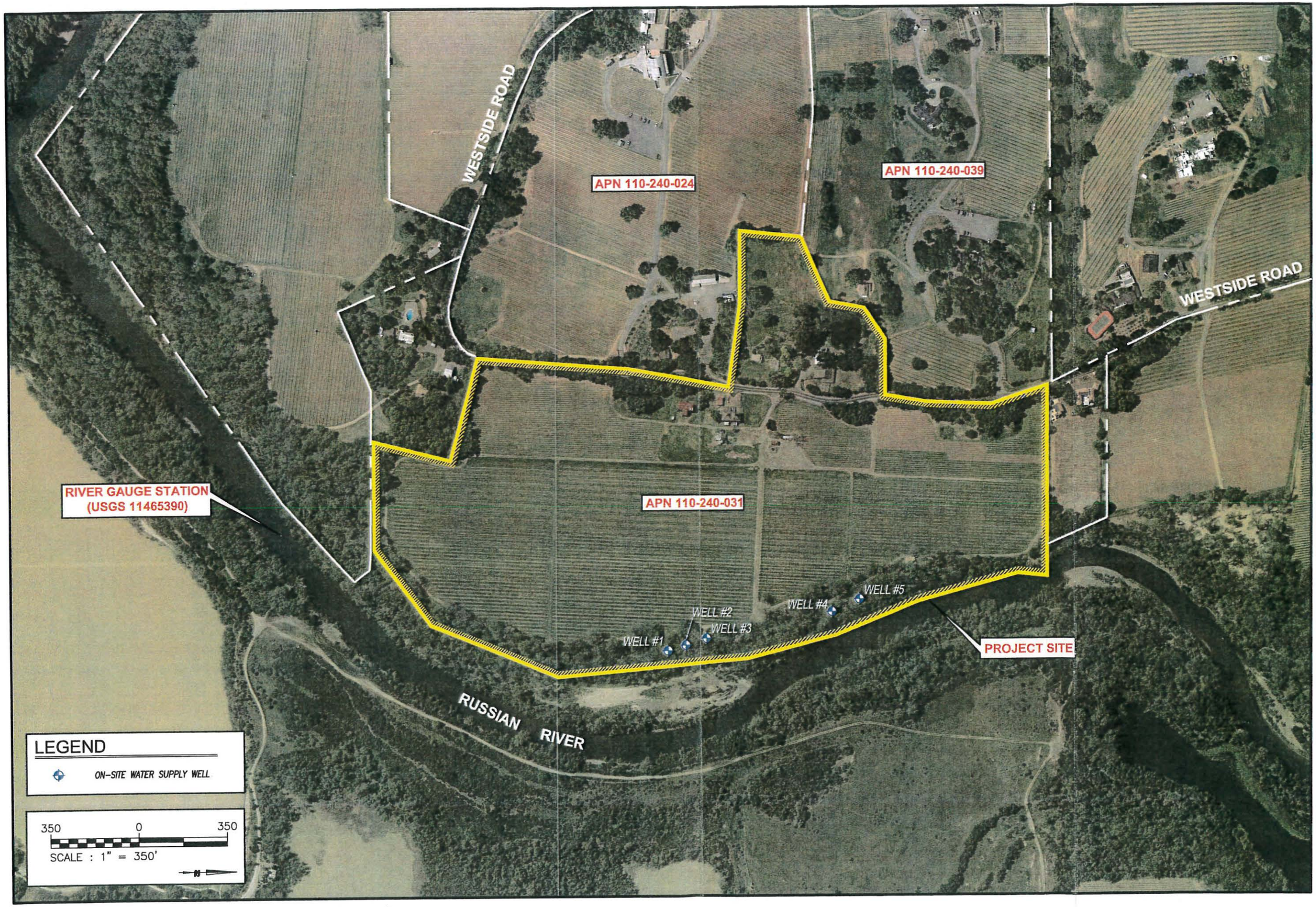

SITE PLAN

RAMEY WINERY
7097 WESTSIDE ROAD
HEALDSBURG, CALIFORNIA

FIGURE 2

16-2366

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825 SONOMA AVENUE
SUITE C
SANTA ROSA, CA 95404
TEL: (707) 544-0784

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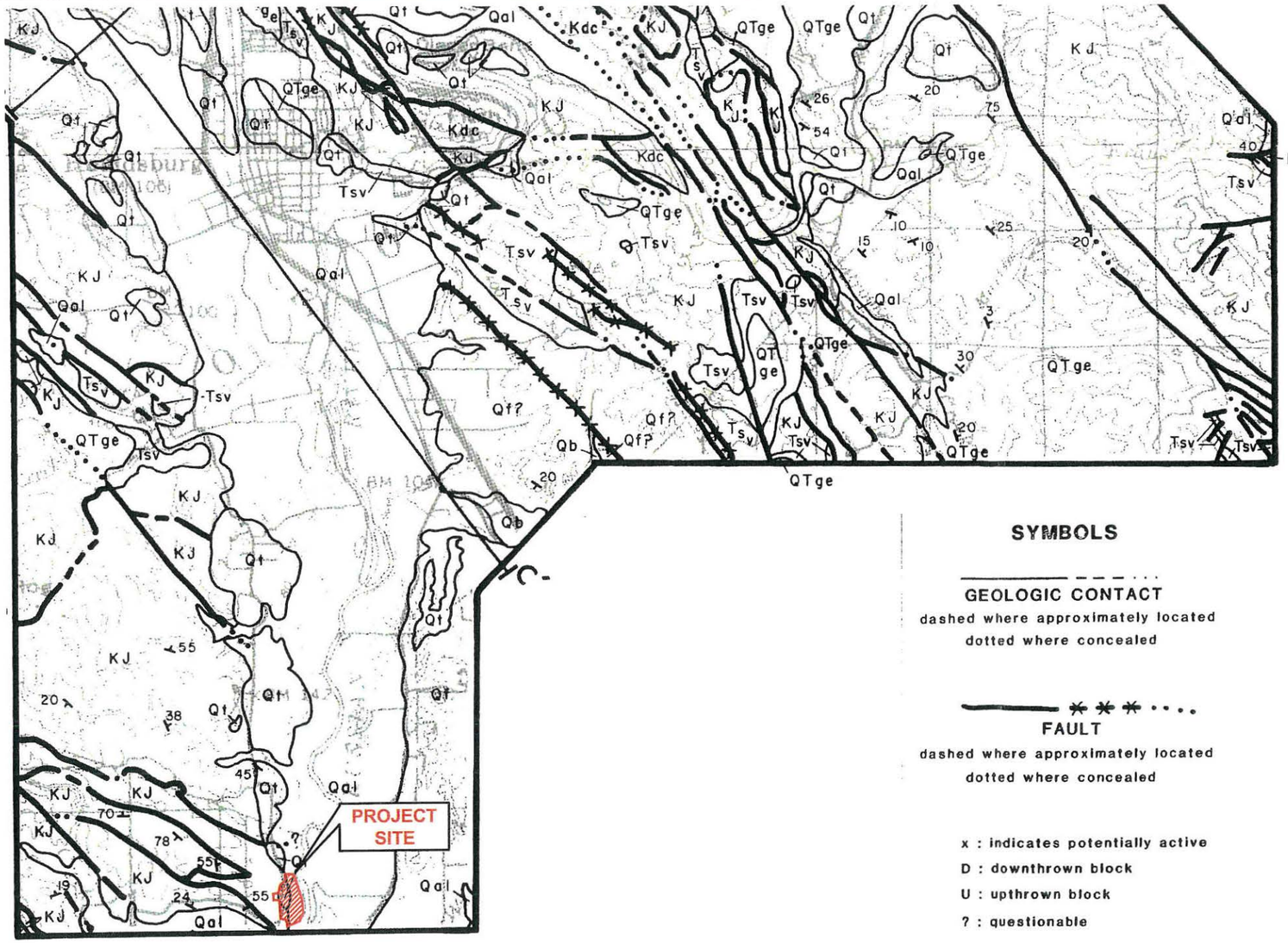

SCALE 1:62,500

1 0 1 2 3 4 5 MILES

1 0 1 2 3 4 5 6 7 KILOMETRES

SOURCE: 118-4 (CALIFORNIA DEPARTMENT OF WATER RESOURCES, JUNE 1983)

SYMBOLS

GEOLOGIC CONTACT
dashed where approximately located
dotted where concealed

FAULT
dashed where approximately located
dotted where concealed

x : indicates potentially active
D : downthrown block
U : upthrown block
? : questionable

27
STRIKE AND DIP
of bedding

A — A
LINE OF CROSS SECTION

EXPLANATION

ROCK UNITS

QUATERNARY – Holocene

- **Qb** BASIN DEPOSITS – dark clay and silty clay, rich in organic matter; low specific yield (3-7%)
- **Qal** ALLUVIUM – sand, silt, clay, and gravel; variable specific yield (3-15%)

QUATERNARY – Pleistocene

- **Qf** ALLUVIAL FAN DEPOSITS – fine sand, silt, silty clay, coarse sand and gravel; moderate to high specific yield (8-20%)
- **Qt** TERRACE DEPOSITS – cross-bedded deposits of sand and gravel originally formed as alluvial fan or stream channel deposits; moderate specific yield (8-18%)
- **QTge** GLEN ELLEN FORMATION – gravel, sand, silt, and clay, local interbedded tuff; low specific yield (3-7%)

TERTIARY – Pliocene

- **Tsv** SONOMA VOLCANICS – volcanic flows, agglomerates, and tuffs; highly variable specific yield (0-15%)
- **Tm** MERCED FORMATION – coarse-to fine- grained sandstone with minor amounts of clay; high specific yield (10-20%)

JURA-CRETACEOUS

- **Kdc** DRY CREEK CONGLOMERATE – massive sheared cobble conglomerate with occasional interbeds of sandstone and shale; low specific yield (3-7%)
- **KJ** FRANCISCAN COMPLEX – sandstone, shale, greenstone, chert, and serpentine. includes great valley sequence rocks; low specific yield (<3%)

FIGURE 3

16-2366

GEOLOGIC MAP

RAMEY WINERY
7097 WESTSIDE ROAD
HEALDSBURG, CALIFORNIA

EBA ENGINEERING
825 SONOMA AVENUE
SUITE C
SANTA ROSA, CA 95404
TEL: (707) 544-0784

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APPENDIX B

WELL #1
8-HOUR WELL CAPACITY TEST LOG

PETERSEN

Drilling & Pump Inc.

Test Pump & Recovery Log

JOB: Ramey Vineyards LLC PUMP SIZE: 5-HP SUBMERSIBLE PUMP

LOCATION: 7097 Westside Rd SETTING: 80ft

WELL DEPTH: 96ft CASING SIZE: 5" STATIC LEVEL: 31ft

DATE STARTED: 1/16/14 DATE FINISHED: 1/16/14 JOB # 4901417

DATE:	TIME	Interval	TEST DATA LEVEL	G.P.M.	COLOR	TEMP	SAND	COMMENTS
1/16/14	9:00 AM	30-Min	31	45				
1/16/14	9:30 AM	30-Min	32.5	45				
1/16/14	10:00 AM	30-Min	32.5	45				
1/16/14	10:30 AM	30-Min	32.5	45				
1/16/14	11:00 AM	30-Min	32.5	45				
1/16/14	11:30 AM	30-Min	32.5	45				
1/16/14	12:00 PM	30-Min	32.5	45				
1/16/14	12:30 PM	30-Min	32.5	45				
1/16/14	1:00 PM	30-Min	32.5	45				
1/16/14	1:30 PM	30-Min	32.5	45				
1/16/14	2:00 PM	30-Min	32.5	45				
1/16/14	2:30 PM	30-Min	32.5	45				
1/16/14	3:00 PM	30-Min	32.5	45				
1/16/14	3:30 PM	30-Min	32.5	45				
1/16/14	4:00 PM	30-Min	32.5	45				
1/16/14	4:30 PM	30-Min	32.5	45				
1/16/14	5:00 PM	30-Min	32.5	45				
1/16/14	6:00 PM	1-HR	31	N/A				Well recoverd 100%

APPENDIX C

PROJECTED WATER USE CALCULATIONS (ADOBE, 2015)

Ramey Winery Water Flow Calculations

Winery Production:

Annual water use:
60,000 case production x 2.4 gallons per case x 6 gal water use / gal wine = 864,000 gal

Peak daily use during crush:
60,000 x 2.4 x 1.5 / 60 day crush period = 3,600 gpd

Domestic Water:

Employees:

15 full time employees x 15 gal/day	= 225 gallons per day x 250 days/yr	= 56,250 gal
3 part time employees x 15 gal/day	= 45 gallon per day x 150 days/yr	= 6,750 gal
6 seasonal employees x 15 gal/day	= 90 gallons per day x 40 days/yr	= 3,600 gal

Tasting Room Visitors:
75 peak, 25 average; 25 x 2.5 gal x 365 = 22,813 gal

Event Visitors:

Industry Wide 2 days x 300 visitors x 2.4 gal	= 1,500 gal
2 events of 300 visitors x 2.5 gal	= 1,500 gal
5 events of 120 visitors x 2.5 gal	= 1,500 gal
5 events of 60 visitors x 5 gal	= 1,500 gal
10 winemaker lunch or dinner of 30 visitors x 10 (incl kitchen)	= 3,000 gal

Marketing Accommodations:
2 rooms x 120 gal/rm x 24 days/yr = 5,760 gal

Total Domestic Water Demand: = 104,083 gal

Ramey Winery														
Irrigation Monthly/Yearly Totals														
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	**totals**
Abelia gr 'Kaleidoscope'	x 21	84	84	252	252	252	504	504	504	252	252	252	84	**3276**
Arbutus 'Ocktoberfest'	x 10	40	40	80	80	80	160	160	160	80	80	80	40	**1080**
Arctostaphylos 'Louis Edmunds'	x27	108	108	216	216	216	432	432	432	216	216	216	108	**2916**
Arctostaphylos 'Sunset'	x 11	44	44	88	88	88	176	176	176	88	88	88	44	**1188**
Carex 'Capaccino'	x 26	104	104	312	312	312	624	624	624	312	312	312	104	**4056**
Carex testacea	x 12	48	48	144	144	144	288	288	288	144	144	144	48	**1872**
Festuca californica	x 18	72	72	216	216	216	432	432	432	216	216	216	72	**2808**
Fig "Mission"	x 1	4	4	12	12	12	12	12	12	12	12	12	4	**120**
Malus varieties	x 40	160	160	640	640	640	640	640	640	640	640	640	160	**6240**
Miscanthus trans.	X 35	140	140	420	420	420	840	840	840	420	420	420	140	**5460**
Olea europa	x 3	12	12	24	24	24	48	48	48	24	24	24	12	**324**
Pennisetum spathiolatum	x 48	192	192	576	576	576	1152	1152	1152	576	576	576	192	**7488**
Rhamnus 'Mound San Bruno'	x 5	20	20	40	40	40	80	80	80	40	40	40	20	**540**
Rosemary	x 65	260	260	260	260	260	260	260	260	260	260	260	260	**3120**
Seslaria autumnalis	x 50	200	200	600	600	600	1200	1200	1200	600	600	600	200	**7800**
Seslaria caerula	x 24	96	96	288	288	288	576	576	576	288	288	288	96	**3744**
Vitis cal 'Rogers Red'	x 12	48	48	48	48	48	48	48	48	48	48	48	48	**576**
Yucca 'Color Guard'	x 5	5	5	20	20	20	40	40	40	20	20	20	5	**255**
														total
Monthly Totals		**1637**	**1637**	**4236**	**4236**	**4236**	**7512**	**7512**	**7512**	**4236**	**4236**	**4236**	**1637**	**52863**

APPENDIX D

DEPLETION ANALYSIS TYPE CURVES

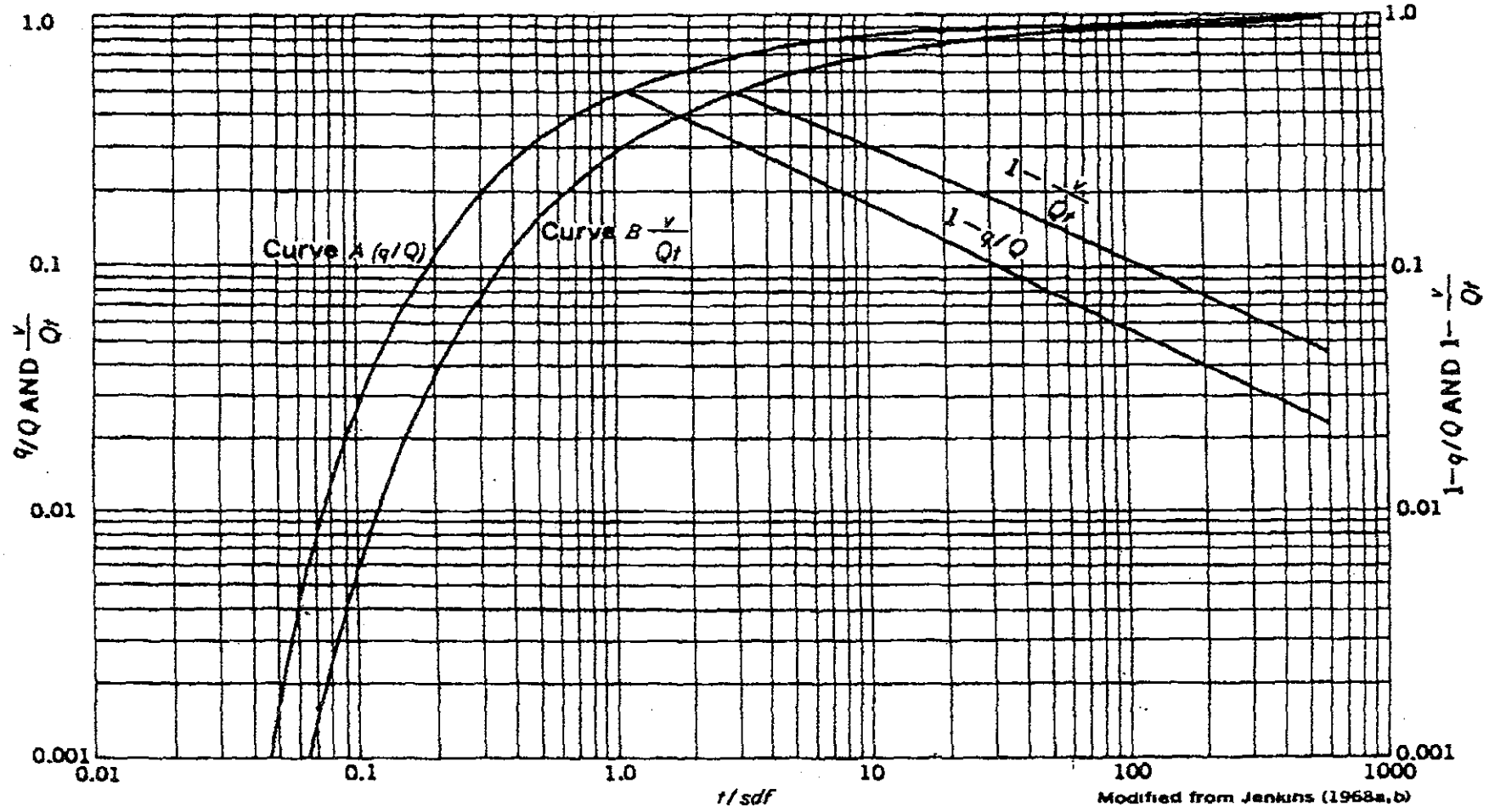
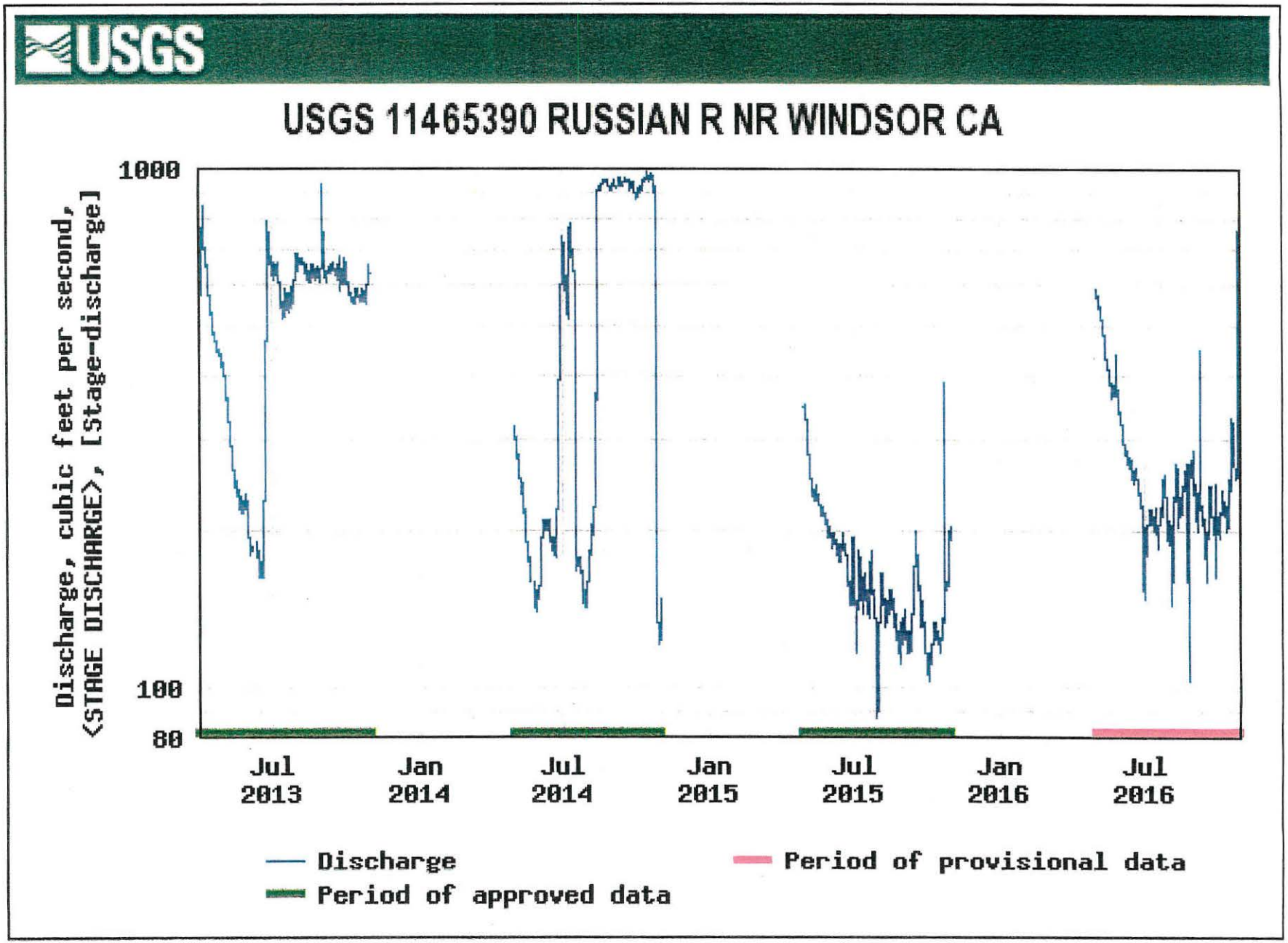


Figure 1.—Curves to determine rate and volume of stream depletion.

APPENDIX E

DISCHARGE GAUGE DATA TIME SERIES GRAPH (USGS STATION 11465390)


USGS
USGS 11465390 RUSSIAN R NR WINDSOR CA
Discharge, cubic feet per second,
<STAGE DISCHARGE>, [Stage-discharge]
1000
100
80
Jul 2013
Jan 2014
Jul 2014
Jan 2015
Jul 2015
Jan 2016
Jul 2016
Discharge
Period of approved data
Period of provisional data

HISTORICAL RESOURCE STUDY

7097 Westside Road

Healdsburg, CA

RECEIVED
SEP 17 2014
PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT
COUNTY OF SONOMA

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COUNTY OF SONOMA

HISTORICAL RESOURCE STUDY

I. Executive Summary

This Historical Resource Study was prepared by Knapp Architects on behalf of Ramey Wine Cellars. The report evaluates the historical and architectural significance of two agricultural buildings, the Hop Kiln and Baling Barn, and the wood Trestle that connected them at 7097 Westside Road in Healdsburg. This study concludes that the property appears to be eligible for listing in the California Register of Historical Resources (California Register) and would therefore be considered a historical resource for the purposes of the California Environmental Quality Act (CEQA). This document ends with an assessment of the impact of the proposed rehabilitation on the resource. This evaluation concludes that the project would conform to the Secretary of the Interior's Standards for Rehabilitation in almost all respects and would not materially impair the characteristics which make it eligible for listing, meaning that under the CEQA Guidelines, the project would have a less than significant impact on historical resources.

This report does not describe or analyze the existence of a potential historic district beyond the Hop Kiln, Baling Barn, and Trestle. Similarly, this report does not analyze the impact of the project on any potential historic resources or districts in the vicinity. This document considers historical architecture only, and not archaeological resources.

II. Introduction

The Hop Kiln, Baling Barn, and Trestle appear to have been construction between 1915 and the early 1930s. The site is located along the Russian River valley south of the town of Healdsburg in an area that has been farmed since the 19th century. To date the buildings have undergone very few alterations on the exterior or interior, although they have experienced moderate to severe deterioration in recent decades. The proposed project would rehabilitate the buildings with a small addition to the Hop Kiln, as part of a conversion of the property to use as a winery.

III. Methodology

In preparing this report, Knapp Architects visited and photographed the project site; conducted research at the Sonoma County History and Genealogy Library in Santa Rosa; the Healdsburg Museum; the California Historical Society in San Francisco, the Bancroft Library at UC Berkeley, and the San Francisco Public Library; searched online historical information; and checked federal, state, and local historical listings.

This study is geared to the provisions for historical resources in the California Environmental Quality Act and the associated CEQA Guidelines. This document applies the eligibility standards of the California Register of Historical Resources, with reference to the National Register of Historic

Baling Barn (left) and Hop Kiln (right), looking northwest.

Places (on which the California Register is based) for greater detail where necessary. The assessment of impacts of the proposed project is based on the CEQA Guidelines, which have a provision for applying the Secretary of the Interior's Standards for the Treatment of Historic Properties as a standard of less-than-significant impact levels.

IV. Current Historical Status

A. California Historic Resources Information System

Properties listed in the California Historic Resources Information System's (CHRIS) Historic Resource Inventory (HRI) or under review by the California Office of Historic Preservation (OHP) are assigned status codes of "1" to "7," establishing a baseline record of historical significance. Properties with a status code of "1" are listed in the California or National Register. Properties with a status code of "2" have been formally determined eligible for listing in the California or National Register. Properties with a status code of "3" or "4" appear to be eligible for listing in either register through survey evaluation. Properties with a status code of "5" are typically locally significant or of contextual importance. Status codes of "6" indicate that the property has been found ineligible for listing in any register and a status code of "7" indicates that the property has not yet been evaluated.

The building at does not have a California Register Status Code in the CHRIS historic data file for Sonoma County. This generally means that no survey or inventory that has been entered in the state's database lists this property. This includes the National Register and the California Register.

B. Sonoma County

The subject property is not listed in the County's inventory of landmarks designated by the County Landmarks Commission.

C. Healdsburg

The subject property is outside the City of Healdsburg and therefore is not included in the City's Historic District Overlay.

V. Description

Portion of Trestle (left) and Hop Kiln (center), looking north. Buildings to the right of the Hop Kiln are part of the project site but are not covered in this report.

Vicinity

The subject property is in the Russian River Valley in Sonoma County, fairly close to the geographic center of the county. The Russian River begins about six miles southeast of Willits in Mendocino County and flows south through a flat, fertile valley that varies in width from less than two miles to more than ten miles. The East Fork of the Russian River, which feeds Lake Mendocino and flows from it, joins the main river

near Ukiah. The Russian River meanders along most of its length, but its overall course runs north-south to the vicinity of the subject property, where it turns west toward its mouth near Jenner on the Pacific coast. The Mayacamas Mountains form the eastern boundary of the valley, separating it from the Napa Valley; to the west, Black Mountain and the coastal hills form the west side of the valley, separating it from the coast. The subject property is about eight miles from downtown Healdsburg to the north, two miles from Windsor to the northeast, and eight miles from Santa Rosa to the southeast. Forestville is about two miles southwest of the subject property.

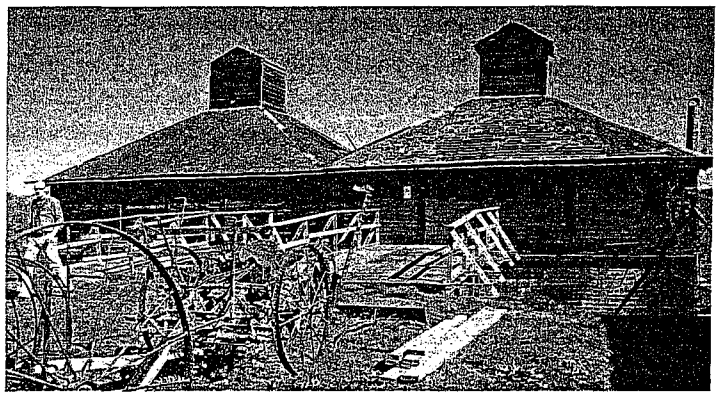
The valley floor is generally flat, with occasional rolling hills, occupied by fields, vineyards, and woodland. The river is narrow in some places and broad in others where the bed is dry much of the year; the riparian corridor is generally lined with woodlands. Westside Road runs south from Healdsburg along the river corridor to the bend where the river turns west, ending at River Road. Eastside Road follows a similar course on the opposite side of the Russian River. U.S. 101 and the remaining portions of its predecessor the Old Redwood Highway follow the Russian River through the valley from Santa Rosa through Windsor and Healdsburg to Cloverdale and points north. The valley has a long-established and consistently growing wine industry, along with other agricultural operations and tourism.

Site/Landscape

The subject property is on the east side of Westside Road, which runs north-south at this location, but turns at a right angle to the west about 1,000 feet to the south. It is on a 68-acre parcel, Assessor's block and lot 110-240-031-000. The topography slopes gently down from Westside Road to the east and flattening out so that most of the parcel is a nearly level vineyard, east of which is the wooded riverbank.

The subject buildings are set about 100 feet from the road in an open, grassy area between the road and the vineyards. A small wooded area along the road frontage begins adjacent to the subject buildings and extends 300-400 feet to the south. A driveway about 100 feet north of the Hop Kiln runs east through the parcel to the wooded river corridor. The Hop Kiln is about 100 feet north of the Baling Barn; the remnants of a wood Trestle that connected the buildings. A small, intermittent watercourse runs east-west between the two buildings. There are a number of other structures in the vicinity on the subject parcel, including a small shed adjacent to the southwest corner of the Hop Kiln, another, smaller shed adjacent to the southeast corner of the Baling Barn, a cottage east of the Hop Kiln, and a garage and a trailer north of the driveway.

The property covered in this report consists of two buildings: the double Hop Kiln and the Baling Barn, and the Trestle that originally connected them. This report covers their immediate setting as well, but not the rest of parcel 110-240-031-000 or any other buildings.



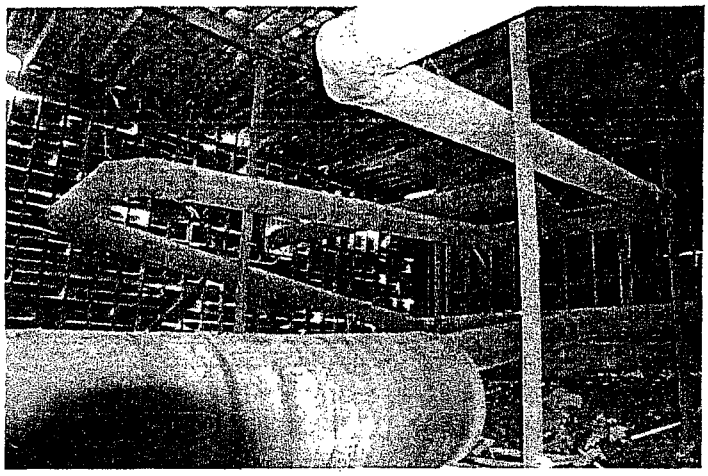
Hop Kiln, looking east. Temporary wood bridges replace platform that originally connected drying rooms at upper level to grade in foreground.

Hop Kiln

Exterior

The Hop Kiln is a wood building, with a rectangular footprint twice as long as its width. Its form is defined by its twin hip roofs, each square in plan and topped by a cupola-like ventilator with

its own small gabled roof. The building is set into the gently sloped terrain at the west side of the subject parcel, roughly one story taller on the east facade than on the west facade. On the east elevation, it has two small shed-roofed extensions, each centered on the hip roof above. The building is clad in horizontal, flat wood siding. The hip roof has asphalt composition shingle roofing, while the sheds on the east side have corrugated steel sheet roofing. West of the building, the grade slopes up very steeply toward Westside Road. The remains of a wood bridge from the west side of the top story of the building lead to the high point of the adjacent site about 15 to 20 feet west of the building. Below this bridge, there is a nearly flat area about 10 feet wide parallel to the building. The remnants of a rail line that connected to the Trestle between the Hop Kiln and the Baling Barn lie in this zone.



Lower level of Hop Kiln. Furnace is at lower left, with steel flue pipes winding through space to exterior at left rear. Note iron structural posts.

The Hop Kiln has relatively few openings, and no windows. Most of the west facade at the top story is occupied by four pairs of wide swinging doors faced in siding that matches the building walls. There are no openings on the west facade below these large doors. The north and south facades have no openings. On the east facade, there is a large sliding barn-style door on the south end of the east facade at the lower level of the building, a sliding barn door between the two one-story extensions, and another one on the north end. These doors are faced in vertical boards. The north extension has a wide opening on its north elevation and the south extension has a similar one on its south elevation; each extension has a wide door hinged at the top on its east elevation. The ventilators are solid on all four sides; the roofs are framed in panels that could be swung upward to open when the kiln was in operation and ventilation was required. The building has little detail or ornament on the exterior. There is a large horizontal ledger on the west facade, to which the framing of the remnant of the bridge is attached. A metal flue pipe exits the building slightly below the middle of the north facade and extends to just above the eave; a similar flue on the south facade that appears to be complete continues several feet above the eave where it terminates in a weather cap.

Interior

The Hop Kiln is a wood frame building set on a continuous concrete stem wall which is stepped as the grade it is set on rises to the west. It has balloon framing, with the horizontal exterior siding nailed directly to the studs without other sheathing or building paper. There is diagonal cross-bracing between the studs. Beams running east-west support the floor joists; iron posts set on concrete bases support the beams at the third points of their spans. The hip roofs are framed with rafter spacing matching the wall stud spacing; the wood roof shingles are nailed directly to the wood skip sheathing without roofing felt.

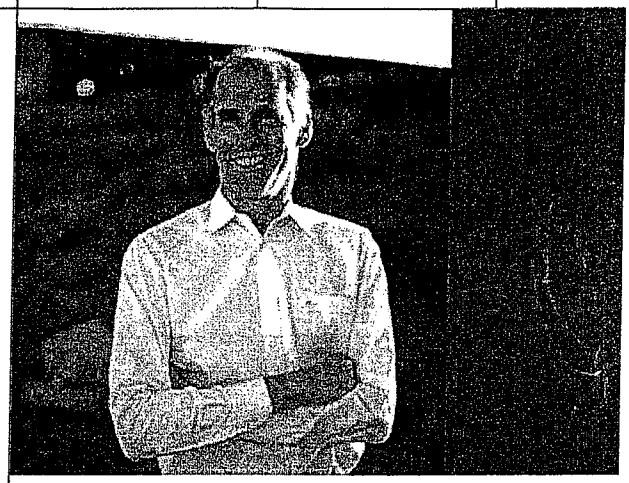
Like the roof form, the interior of the Hop Kiln is divided into two identical halves. It consists of fives spaces. At the ground level, there is a room inside each of the shed extensions on the east side of the building. These rooms are devoid of features or equipment other than the face of the steel furnace and its attached burner-blower machine. The east wall of the main mass of the Hop Kiln is faced in corrugated steel sheeting, forming the west wall of the rooms in the east

KnappARCHITECTS

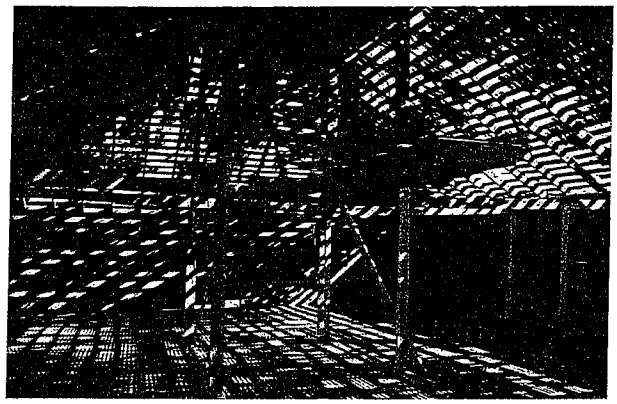
Leadership

Frederic Knapp has 25 years of experience in architecture and historic preservation. Registered to practice architecture in California and Arizona, he has worked in all phases of architectural practice, from pre-design and programming to post-occupancy and forensic investigation. Frederic Knapp meets the Secretary of the Interior's Professional Qualification Standards for Architecture and Historic Architecture. In addition to preparing architectural documents for preservation projects conforming to the Secretary of the Interior's Standards for the Treatment of Historic Resources, he has prepared feasibility studies, historic structure reports, National Register nominations, federal historic preservation tax credit applications, and evaluations under review processes such as NEPA, CEQA, Section 106 of the National Historic Preservation Act, and local preservation ordinances.

Mr.Knapp is a published author. In 1995 he published Hotel Renovation Planning and Design (McGraw-Hill). He has given numerous presentations at conferences and seminars, including the California Preservation Foundation, the National Trust for Historic Preservation, the Society of Architectural Historians, and San Francisco Architectural Heritage.



extensions. The round steel furnace protrudes slightly from this wall; it is about five feet in diameter and begins about one foot above grade. The space has a dirt floor that is continuous with the exterior grade; there is no threshold at the wide exterior opening. These spaces appear to be much larger than necessary for housing only the existing equipment, but would have accommodated a wood supply when the Hop Kiln was wood-fired.



Drying room interior.

The lower level of the main building mass consists of a single space. Its function was to heat the air which flowed up into the drying rooms above. There is no stair between the lower lever and the drying rooms above. The dirt grade in the lower level rises at virtually the same angle found around the exterior. The wall framing is open at the lower level, with the exterior horizontal siding forming the enclosure of the space. Other than the building structure, the only features in the lower space are the iron furnace and its steel flue. The furnace is a horizontal cylinder about five feet in diameter, extending from the east wall of the space about one third of the way toward the west wall; it is set on poured concrete footings spaced along its length. The furnace appears to have been fabricated from multiple segments, with rings of rivets at the joints between them. The furnace, which appears to be lined in fire brick, acted as the fire box, and also had a substantial surface area so it would have warmed the air in the space directly. The flue, which is about one third the diameter of the furnace, winds circuitously through the lower level space, slowly rising to where it exits through the north (and south, on the opposite side) facade of the building.

The upper level consists of two identical drying rooms. These spaces are most notable for their floors, which consist of 2X boards set on their sides and separated from one another by 1X spacers, with the opening between the 2X boards allowing hot air from the lower space to rise into the drying room. The walls of the drying room are horizontal boards; the ceilings consist of the open roof framing. At the north drying room, where the exterior horizontal siding is missing on the east facade a layer of light colored paper or cloth is visible between the studs and the horizontal interior wall finish of the drying room. This paper or cloth is not visible at the numerous locations where the exterior siding is missing at the south drying room. At the bottom of the cupola-like ventilator, there is a wood cowl and electric motor for a fan; the fan blade is missing.

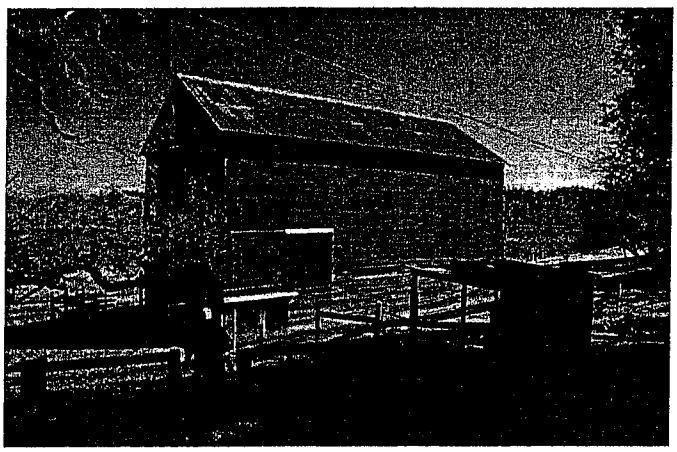
Condition

The Hop Kiln is in poor condition overall. While most of its framing appears to be intact, the roofing is heavily deteriorated and significant amounts of it are missing entirely. There are substantial areas where the exterior siding is also missing. The building does not appear to have been painted for decades. This assessment is based on briefly visual observation and does not reflect a structural engineer's evaluation. The only building system observed was limited electrical infrastructure, which was not assessed but appears to be decades old.

Baling Barn

Exterior

The Baling Barn is a wood-frame, gable-roofed building, similar in general appearance to a barn or other agricultural structure, although it was built to accommodate specific parts of the hops production process. It would have been referred to traditionally as a hop house, but has been named the Baling Barn on the subject site. It appears to have house all the operations in hops production that followed the drying process that occurred in the Hop Kiln. The building is rectan-



Baling Barn, looking southeast.

gular in footprint, with an extension on the east side. The ridge of its gable roof runs on the long north-south axis of the building; the eastern extension has a shed roof that matches the pitch of the main gable roof and begins a few feet below the eave of the main roof. The Baling Barn is set on a nearly flat site, surrounded by low grass.

The Baling Barn is clad in horizontal wood drop siding. The extension is clad in flat horizontal siding, smaller than the boards on the main part of the building. Like the Hop Kiln, it has red paint that is heavily weathered. Like the Hop Kiln, the Baling Barn has few openings, and only one window. Within the triangular gable portion at the top of the north facade is a wide opening with two wood doors, hinged at the sides. The Trestle originally ran to this door; the steel track and rail car remain in the upper space of the Baling Barn. After the hops were dried in the Hop Kiln, they were loaded into the car and it was moved along the rails over the Trestle to the top of the Baling Barn where they could be cooled, baled, and stored. The north elevation of the Baling Barn has a wide door centered on its bottom level; the door is a sliding barn door with vertical wood boards. The south elevation is similar at the lower level; it also has a sliding barn door on the west end of the second level.

The north end of the east elevation of the Baling Barn has a wide door on the lower level similar to the one on the north elevation, and there is another door of the same type on the south end of the east elevation. The east extension has a wood door at the lower level of its east elevation that is hinged at the top like the ones on the two east extensions of the Hop Kiln. There is also a sliding barn door at each end of the second level of the east elevation. On the west elevation, there are similar barn doors at the the north end of the lower level and at just south of that point at the second level. The roofing on the Baling Barn is corrugated steel sheeting.

Interior

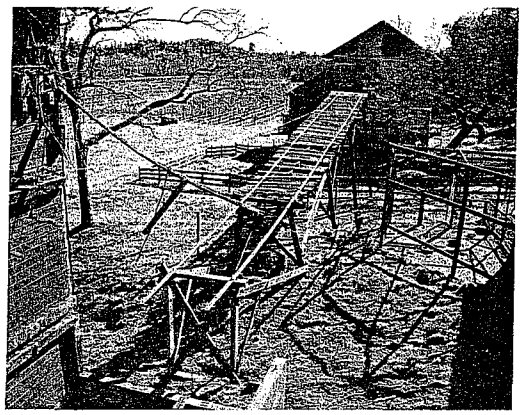
The Baling Barn has three interior levels, each a single, open space. There is a stair from the lower level to the second level, and a ladder from the second level to the top level. Like the Hop Kiln, it has stud walls in a balloon framing configuration, with floor joists running east-west. There are two lines of interior posts and beams running north-south at the third points of the building's width. In addition to reducing the span of the floor framing, these support the track at the top level for the car which carried the hops from the Hop Kiln to the Baling Barn. The wood boards of the upper two floors run the length of the building, supported by the floor joists which in turn are supported by the east and west walls and the two internal lines of posts and beams. Unlike the Hop Kiln, the roof framing of the Baling Barn consists widely spaced rafters that support purlins that run the length of the roof. The corrugated steel sheet roofing rests on the purlins.

The lower level, which is only about eight or nine feet high, has round posts on the two interior structural lines. The floor is concrete. The walls have open framing. The baling machine is present in the east extension. An opening in the second floor allowed hops to be dropped into it from above.

The second level is similar to the lower level, but its ceiling is about twice as high. The interior structural lines have square wood posts on the second floor. The south wall of the second floor

has a finish of wide horizontal wood boards; the other three exterior walls have open framing. Where the exterior siding is missing at the second floor level, the remnant of building paper is visible on the interior face of the studs, between them and the horizontal boards of the interior wall finish. A whitish substance which apparently was thermal insulation is visible at the bottom of some stud spaces. There is a long opening in the ceiling of the second level on the east side of the building; The second floor contains some items that appear related to hops production, including large wicker baskets, a wood frame with wires strung across it at regular intervals, and a triangular cart with steel wheels. A large, H-shaped table is framed on six of the structural posts in the center of the space.

The top level of the Baling Barn is low at the east and west walls, only about five feet high, but rises at the center because the roof framing is open like "cathedral" framing. The posts of the two interior structural framing lines stop at about the same level as the side walls; a series of transverse beams wider than the longitudinal interior framing lines sit atop the posts, supporting the rails for the hop cars. At the ends of these transverse beams are posts which support a girder running the length of the building on each side of the roof; these girders support the rafters at about midspan. The rail car remains on its rails at the top level of the building.



Trestle, above: looking south from Hop Kiln toward Baling Barn; below: looking northwest.

Trestle

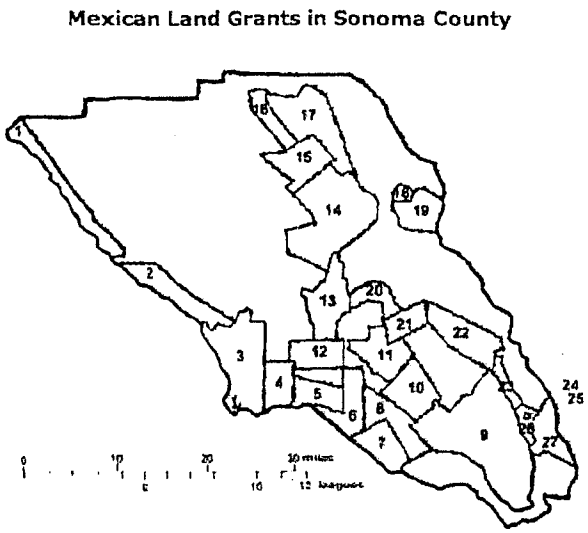
This structure consists of open, heavy timber wood framing which forms a truss with a sloping top. The lateral framing units, or bents, have splayed legs an X-shaped cross-bracing in their upper panels. Between each of these lateral units, there are diagonal members on each side in a chevron form which provide intermediate support and bracing in the longitudinal direction. The top of the Trestle consists of three beams which support wood ties on which the steel rails for the hops car lie. Originally, the Trestle extended from the south end of of the Hop Kiln to the opening in the roof gable on the north end of the Baling Barn. Roughly half the Trestle is missing at the south end, and there is a gap where it approaches under the platform on the west side of the Hop Kiln. The remaining portion of the Trestle appears to be in very poor condition.

VI. Historical Context

A. Sonoma County

Before Spanish explorers, evangelists, soldiers, and colonists arrived in what is now called California, the descendants of much earlier immigrants from Asia had established stable societies over a period occupying nearly all the land in the state, including present-day Sonoma County. Although their customs, buildings, and diets varied, virtually all the indigenous occupants of California found food and supplies in close proximity to where they lived. The original inhabitants did not rely on food and other goods, natural resources, or specialized labor from distant sources, although they did trade on a smaller scale than the current economy of California. The native inhabitants' society was organized chiefly at the village level; although tribes or nations

are now mapped as if they occupied discrete geographic portions of California, these groupings were not centrally organized and there was considerable variation from village to village. Ethnic designations today are chiefly based on language, but indigenous societies did not identify the same way current social organization is understood; today's names for native groups are mainly based on language, although people speaking a similar language did not necessarily follow the same cultural practices or share any political organization. The area now occupied by Sonoma County included people of the Pomo, Patwin, Mi Wuk, and Wappo groups, among others.[1] The Chocuyen people called the valley "Sonoma," meaning "valley of the Moon," and took it as their own name after Fr. Jose Altimira conflated the names for the people and the place.[2] By 1870, the census showed the county's native American population had dwindled to only 85.[3]



Land Grants in Sonoma County. Sotoyome is No. 14; Los Molinos is No. 13. Sonoma County Historical Society.

From its base in Latin America, Spain sent explorers, then armies and priests, and a number of colonists who mostly affected native populations living near the 21 missions the Spanish government and Roman Catholic Church established. Fr. Altimira founded Mission San Francisco Solano in Sonoma on 4 July 1823 at the site of the village of Huchi. The mission, which operated under Church control for only 11 years before Mexico secularized the missions, raised cattle, farmed grain, and cultivated produce.[4] The town of Sonoma, laid out under Spain's Law of the Indies based on urban planning principles that dated back to the Roman era, grew up around the mission and became the center of Mexican, Californio, and early American development of Sonoma County.

In addition to newcomers from Spain and Mexico, other important 19th century immigrants to Sonoma County included Russians who made incursions after Alexandr Andreyevich Baranov was put in charge of the Russian American Company's Alaska operations in 1791 and concluded that it required support installations further south because of its arctic climate. In 1812, Ivan Alexandrovich Kuskov sailed the Chirikov into Bodega Bay and established a temporary base he called Port Rumiantsev; he then chose Fort Ross for the permanent settlement, culminating three years of explorations. The following year, Kuskov brought 25 Russians and eight Aleuts to Fort Ross, completing a redwood stockade and establishing a commercial outpost and agricultural operation. The settlement grew in population and activity and expanded geographically over the next three decades with agricultural satellite operations to the south and the east.

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[1] http://www.mip.berkeley.edu/cilc_images/bibs/maps/tribemap.gif

[2] Thompson, Robert A. Historical and Descriptive Sketch of Sonoma County, California. Philadelphia: L.H. Everts & Co.,1872. P 17.

[3] http://www.sonomacountyhistory.org/sonoma-county-timeline/#1875

[4] http://www.missionscalifornia.com/keyfacts/san-francisco-solano.html

The Russians elicited concern and resistance from the Spanish and Mexican governments, which did not recognize their right to colonize the area but were not able to force them out effectively from the limited power base in Sonoma and the distant installations in San Francisco and Monterey. Ultimately, the Fort Ross colony did not fulfill the Russian American Company's expectations and it decided in 1839 to sell it. Before leaving, the Russians made several thrusts inland to the east for agriculture and trade. The last Russian Commander at Fort Ross, Rotscheff, climbed the highest peak in the neighboring Mayacamas Mountains and named it St. Helena after his wife.[5]

By the time the Russians faded, other newcomers from the United States were making an impact along with immigrants from Europe and later Asia. Before the Gold Rush, some of the settlers who originally targeted the Oregon Trail veered south to establish farms on the advice of trappers and others who reported fertile land and a favorable climate in California. By 1845, 23 land grants had assigned almost half the area of Sonoma County to private owners, most of whom subdivided the land and sold it in turn as buyers materialized.[6]

In 1846, Sonoma was at the springboard of the Bear Flag Revolt. With the US and Mexico already at war and John Fremont poised on the border on a "topographical survey," a band of 33 armed Americans took the Mexican garrison in Sonoma by surprise on the morning of 16 June, capturing Gov. Vallejo and then imprisoning him at Sutter's fort in the Central Valley, where they had first gathered. At first they did not invoke American authority, fashioning the Bear Flag to represent their provisional government, but within days Fremont arrived in Sonoma and took command, followed by Admiral Sloat, who took the capital in Monterey within weeks. In less than a month, the Bear Flag came down in Sonoma and the American flag went up, completing the American takeover from Mexico.[7] Sonoma County remained under American military control until 1849. In August of that year, when the state constitutional convention set the county boundaries, representatives from Sonoma ensured that the Sonoma Valley not be included within the boundaries of Napa County.

An 1850 census put the county population at 561. The county election of 1851 designated a Court of Sessions to administer municipal government; it divided the county into townships including Mendocino township encompassing both the subject property and the present-day City of Healdsburg. Although outside settlement started in Sonoma, Santa Rosa outstripped it in development shortly after Statehood, and in 1854 the Legislature approved a referendum on moving the county seat, which was approved by the voters.[8] Americans had been migrating into California since the Spanish era, and assimilated into the Spanish and Mexican colonization process in many instances before they ultimately revolted in 1846, but after Statehood the migration accelerated.

While the Gold Rush famously brought immigrants from many countries to the Motherlode, large numbers also settled Sonoma County and other agricultural regions. The good soil and climate of the Sonoma Valley led to quick expansion of the farming begun under the Mission. The Russian River provided water to the fertile valley--sometimes in floods. The valley experienced floods in 1879, 1914, 1937, 1940, 1955, 1964, and 1986. In 1855, County Assessor Smith D. Towne reported that Sonoma County (which then included modern-day Mendocino County) had 12,233 acres cultivated in wheat, 3,268 in oats, 1,561 in barley, 714 in corn, 333 in peas and

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[5] Thompson. P 12.

[6] Ibid. PP 12-14.

[7] Ibid. PP 14-16.

[8] Ibid. P 17.

beans, and 1,693 in potatoes. He counted 6,730 fruit trees from one to three years old, 24,800 vines, 26,250 head of cattle, 19,459 hogs, 7,065 sheep, and 4,958 horses.[9] The county held its first fair that year, and the first county courthouse was built the following year. County population grew to 11,867 by 1860 and to 38,480 in 1900.[10]

Count Agoston Haraszthy of Hungary is credited with bringing the first variety grape cuttings from Europe, starting Sonoma's wine industry in 1857, and by 1862, George Miller inaugurated wine-making in Healdsburg. The phylloxera infestation devastated California's vineyards in the 1870s, but by planting grafting European vines onto rootstock native to the Americas, California growers were able to rebound against the aphid-like pest native to the US which had also ravaged European vineyards. In the 1980s, researchers from UC Davis identified a new biotype which was able to feed on some native rootstocks.[11] By 1900, the county had 69 wineries, producing the most of any county in the state. As Prohibition loomed, the industry grew from 21,000 acres of vineyards in 1900 doubling to 42,000 in 1920 with 250 wineries.[12] Although Prohibition decimated wine-making, the county was derided along with Napa county as one of the greatest centers of bootlegging by a state legislator. Julio Gallo began buying Sonoma County grapes in the 1930s and his son Bob started Gallo Sonoma in Healdsburg, producing high-end wine. By the end of Prohibition, the county had only 70 wineries, rebounding strongly only in the 1960s. Vineyards declined to less than 10,000 acres in 1940.

Sonoma County attracted immigrants from outside the U.S., recording 51 Chinese residents in 1860, "several hundred" in Sonoma in 1870 working 11-hour days for $1, and 125 in Santa Rosa in 1880--with racial hatred from some white residents causing many to leave the county in the 1880s. An Anti Chinese League in Santa Rosa sought "removal," and Santa Rosa's Congressman, Thomas J. Geary, was the author of an extension of the Chinese Exclusion Act in 1892, but several Chinatowns developed in Sebastopol in the 1880s. The gunshot deaths of Mr. and Mrs. Jesse Wickersham near Healdsburg in 1886 were popularly blamed on a missing Chinese cook. In the mid-1920s, the Ku Klux Klan displayed its activity and newspapers reported a Japanese-Caucasian "race riot" in Graton, and in the 1930s there was conflict between Caucasians and Filipinos in the apple orchards in the west county. In the 1870s, Ireland sent more emigrants to the county than any other country. Italians arrived in Occidental in the 1870s and 1880s to find work in lumber mills and stone quarries, and also went into the wine business, with Giuseppe and Pietro Simi of Healdsburg becoming major suppliers for the San Francisco market. The Italian Swiss Colony winery founded in Asti in 1881 accompanied an immigrant community of the same name and Santa Rosa had a Little Italy the following year. In 1923, the Kawaoka family unsuccessfully sued to overturn the California Alien Land Law intended to inhibit Asian immigrants from leaving landholdings to their children and Judge Ross Campbell ruled for the first time in California that apartment owners could refuse to rent to African-Americans. German POWs were housed at a vacant migrant labor camp in Windsor, hired out to local farmers during the wartime labor shortage. The county's chapter of the NAACP formed in 1954. [13]

By 1920, the county population reached 52,000, with the economy still dominated by agriculture, putting the county at eighth in the nation in production. In addition to wine, the county produced

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[9] Ibid. P 25.

[10] http://www.sonomacountyhistory.org/sonoma-county-timeline/#1875

[11] Grannett, Jeffrey; Goheen, Austin, and Lider, Lloyd. "Grape Phylloxera in California." *California Agriculture.* Manuary-February 1987. http://ucce.ucdavis.edu/files/repositoryfiles/ca4101p10-69969.pdf

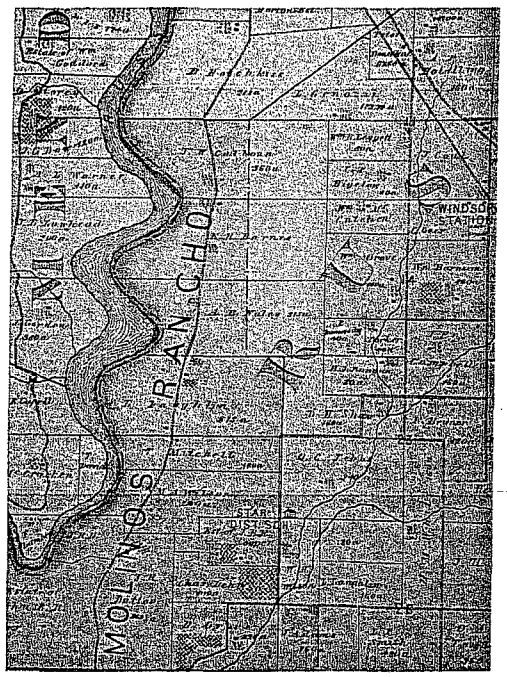
[12] http://www.sonomacountyhistory.org/sonoma-county-timeline/#1875

[13] http://www.sonomacountyhistory.org/sonoma-county-timeline/#1875

eggs, hope, prunes, and apples; these were joined by livestock and dairy industries. The county's markets included Europe by this time. Although Petaluma promoted itself as the "Egg Capital of the World," it lobbied the federal government to levy tariffs on cheaper eggs from China. In 1930, county population rose to 62,000 with farms increasing from 5,700 to 6,000 in the decade. In 1940, county population hit 69,250 despite the losses of the Depression and Prohibition, and surged to 103,405 in 1950. In 1950, the county's first high-tech operation, Optical Coating Lab (OCLI) opened in Santa Rosa, and developer Hugh Codding began building tracts, developments that heralded the transition of the county away from its agricultural past.[14]

B. Healdsburg

By the time the final 27 Mexican land grants in Sonoma County were complete, the area now covered by the City of Healdsburg had been included in the Sotoyome land grant, although the subject property lay just outside it. Also in the immediate vicinity was the Molino grant, just across the Russian River from the subject property. Just before the Gold Rush, only a few Anglos had settled around the Healdsburg area, but soon after the Gold Rush many more came, the first being Harmon Heald, who purchased the land in the Sotoyome grant of H. D. Fitch, one of the pre-Gold-Rush pioneers.[15] In 1857, Harmon Heald laid out Healdsburg Plaza, with the settlement's population at 300, and the town held its first agricultural fair the next year.[16] The post office name was changed from Russian River to Healdsburg; Heald started a store with H. M. Wilson and a hotel with a partner named Harris. The next year, with a population of 500, the town had two brick stores, an academy building with a capacity of 125, a fire company, and Masonic and Sons of Temperance halls, 25 business buildings and 120 houses. Its early development was limited by title disputes between speculators who had bought Spanish titles to land and squatters who had moved onto parcels and improved them; ultimately the title-holders agreed finance the transfer to the occupants.[17] The town developed enough to have its own department store, Rosenberg & Bush, founded by Wolfe Rosenberg in 1865. Two years later, Jerome Smith opened Smith Bank, Healdsburg's first, the same year Healdsburg incorporated. By 1872, the San Francisco and Northwest Pacific railroad network had expanded past Santa Rosa through Healdsburg to Cloverdale (service which is to be restored by the SMART network almost 150 years later).[18]



1877 map of Sonoma County, detail. Arrow shows subject property. *Historical Atlas of Sonoma County.* Oakland, Thomas A. Thompson. 1877. Healdsburg Museum.

In 1886, Healdsburg built its first city hall (demolished in 1960) at a cost of $12,500 and opened a public high

[14] http://www.sonomacountyhistory.org/sonoma-county-timeline/#1875

[15] Thompson. PP 88-89.

[16] http://www.sonomacountyhistory.org/sonoma-county-timeline/#1875

[17] Thompson. P 89.

[18] http://www.sonomacountyhistory.org/sonoma-county-timeline/#1875

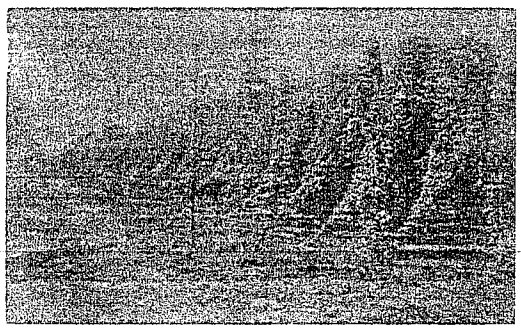
school which graduated eight girls and one boy in 1891. Another high school was completed in 1954. In 1888, the city gained a theater; Truitt's Theater hosted dances, concerts, and lectures as well as plays. By the turn of the 20th century, Healdsburg's main crops were hops, grapes and prunes. While railroad service had connected Healdsburg to the population center of the county for more than 40 years, the Santa Rosa-Healdsburg route was first paved in 1914. The 101 freeway reached Healdsburg only in 1964.[19]

Healdsburg's rapid development after its relatively early founding among post-Gold-Rush towns was ascribed primarily to the agricultural potential of its setting. "Nothing can surpass the fertility of the soil of Russian River and Dry Creek Valleys...maintained nearly at its maximum by the annual overflow of the streams, which brings down a rich alluvial mold," according to an early account.[20] Early farms ranged in size from 20 to 100 acres, putting the subject parcel, as shown on 19th century maps, close to the norm. An 1876 inventory of the town's production included 6,700 boxes of grapes, 138,600 pounds of dried fruit, 223,130 pounds of fresh fruit and vegetables, 1,245 tons of grain, as well as 252 cars of livestock, 69,700 pounds of hides and tallow and 148.867 pounds of wool. Non-agricultural production included 322 flasks of quicksilver, 80,000 pounds of tan bark, and 187,500 feet of lumber.[21]

C. Hops Industry

Growing and Picking Hops

Ale was originally made without hops, while beer was the name for the same drink made with the added ingredient of hops, a plant said to have originated in Egypt.[22] The flower of the hops plant, scientific name *Humulus lupulus*, is used to counter the sweet ingredients of beer with its bitter, astringent taste. The blossom of the female hop plant, which measures about 1-1/2" in diameter and is called a "cone" for its shape, is made up of scales or bracts growing from a stem. The unfertilized cone is used in hop-making today. A yellow, granular secretion called lupulin which forms on the surface of the bracts provides the flavor sought by brewers.[23] Sonoma county hops traditionally were "seeded," by growing a male vine in each row of female plants.[24]



Hops vines. Photograph courtesy of California Historical Society.

The hop plant, which is perennial and deciduous, grows vines each season. The vines were originally trained on poles, before the trellis system used in Cali-

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[19] http://www.sonomacountyhistory.org/sonoma-county-timeline/#1875

[20] Thompson. P 91.

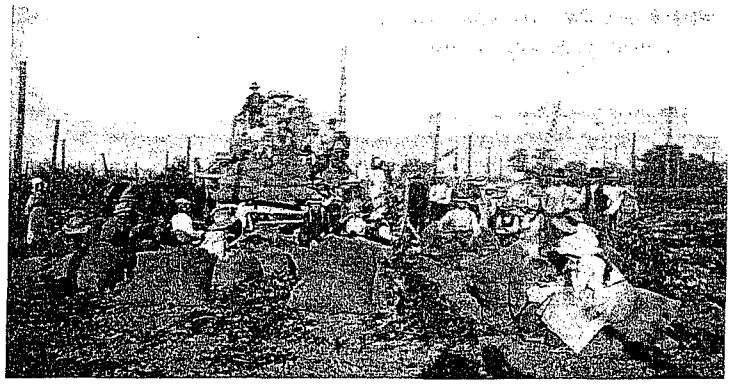
[21] Thompson. P 92.

[22] *History of Hops.* British Hop Association. http://www.britishhops.org.uk/history-of-hops/.

[23] Morehead, Gordon and Vossen Paul. *Hop Culture in California.* University of California Agriculture and Natural Resources. http://cesonoma.ucanr.edu/files/27166.pdf

[24] LeBaron, Gaye. "In other Augusts we'd be out there picking the hops." LeBaron's Notebook. *Santa Rosa Press Democrat.* Santa Rosa, 27 August 1995.

fornia was devised.[25] The trellis system consists of rows seven to eight feet apart, with vines trained on strings, hung from wires spanning poles that are set up in the field annually, allowing the vines to grow to a height of 15-20 feet. Although the vines are now harvested intact and processed centrally by machine, during the decades in which the subject property was built and used, the cones were picked by hand from the vines. Pickers pulled the vines, removed the hops, and placed the hops in baskets, emptying the full baskets into sacks.[26] The burlap sacks weighed 75-80 pounds each.[27] Pickers wore full sleeves and pants to reduce scratches from the vines.[28] Horse-drawn wagons or trucks took the hops from the field to the kiln.



"Hop picking on Westside Road." Showing Alyce McCracken, "lady in frilly bonnet in right foreground." Photo courtesy of Healdsburg Museum.

Hops must be dried so that they can be stored until used in brewing. Originally, the cones were air-dried but this method was not practical for large-scale production. American hop production was originally influenced by practice in Britain, where oast houses were devised to dry hops. These brick buildings contained three rooms: one for storage of green hops, in the center an oast room (oast is derived from an Indo-European word that means "burn") with a brick heating oven with a floor of lath strips about two and a half feet above it in which the hops were dried, and a cooling room.[29]

Hops, picked with a moisture content of 75%, must be dried to a content of 10-14% to keep them from spoiling.[30] Hop sacks were emptied onto the drying floor of the kiln to a depth of 18 to 36 inches, where they were heated for 8-20 hours. Workers used wood rakes to circulate the hops on the drying floor so they would heat evenly; sulfur was added to bleach the hops. The floor consisted of lath strips with spacers that allowed warm air from below to circulate. A thin cloth over the lath prevented the hops from falling through the gaps in the floor. Once the hops reached the correct moisture level, they were moved to a cooling room, and then to the baling press. The bales, about 18 by 24 inches and five feet long, weighed 200 pounds. Buyers sam-

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[25] Bauer, William J. *We Were All Like Migrant Workers Here.* University of North Carolina Press. Chapel Hill, NC, 2009. Pp 84-85.

[26] Owen, Lorraine. "Hops and Hop Picking: A Photo Essay." *The Sonoma County Historical Society Journal, 1986, No. 2."* Sonoma County Historical Society. Santa Rosa, 1986. P 2.

[27] Djordevich, Marie. Handwritten notes by curator for hops exhibit at Healdsburg Museum. Healdsburg Museum archives. 1996.

[28] LeBaron.

[29] Tomlan, Michael A. *Tinged with Gold: Hope Culture in the United States.* University of Georgia Press. Athens, GA, 1992. P 159.

[30] Morehead and Vossen.

pled a six-by-ten-inch sample cut from every tenth bale to ensure consistent quality, smelling for mold and judging whether the color was correct. [31]

Hops are picked during a season that typically lasts three to four weeks, usually beginning in late August.[32] In hop-growing regions, this typically meant a substantial amount of labor was required during a concentrated period, even though wages were low. Growers established camps for the pickers, many of whom returned annually and socialized after each day's long work. Some migrants spent the season in campgrounds on the Russian River.[33] Locally, pickers included ranch hands, Pomo Indians from Mendocino County or the coast, San Francisco longshoremen, immigrant groups from Italy, Mexico, Japan and Germany -- and even German POWs during World War II.[34] In 1894, the *Sonoma County* Tribune reported that 50 Native Americans had arrived on wagons and horseback, beckoned from Mendocino County to pick in Sonoma County because "the majority of the hop plantations up there are not going to be picked."[35] A 1928 newspaper article set the harvest labor requirement for Healdsburg at 2,500 and explained that much same labor pool would pick in Mendocino County and the Central Valley before coming to Healdsburg, where the work paid 1 cent per pound[36] -- and did not exceed 1-1/2 cents through the in1930s.[37] The low pay and migratory nature of the work led to social tensions and labor disputes, the most famous of which, the Wheatland Hop Riot, occurred at the Durst Ranch in the Sacramento Valley in 1913. Four people lost their lives during a strike organized by the International Workers of the World.[38] Although the hops industry made growers and the brokers to whom they sold their crops (often several years in advance) wealthy, it was a very unpredictable business because prices were global, set by distant harvests.[39] In 1881, the price was $1.10 per pound, but in 1885, it declined to $0.06 per pound.[40]

"Hop field camp at Goddard's." Photo courtesy of Healdsburg Museum.

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[31] Djordevich.

[32] Bauer. P 88.

[33] Owen. P 2.

[34] LeBaron.

[35] *Sonoma County Tribune.* 30 August 1894, P 3, column 4. (Djordevich notes.)

[36] "2500 Hop Pickers to Find Work in this Section." *Healdsburg Enterprise.* 23 August 1928.

[37] Owen. P 3.

[38] LeMenager, Jim. *Manhunt: The Wheatland Hop Riot Case.* Unpublished academic paper. 22 May 1967.

[39] LeBaron.

[40] Bauer. P 97.

Hops in Sonoma County

Hops have been grown in a limited number of regions--which were widely dispersed in the United States, Europe, and China.[41] The plant was introduced to North America by English colonists, but commercial production began in New England after the Revolutionary War. New York was the leading producer by the mid-1840s, with Michigan and Wisconsin also developing significant hops production, but the West dominated during the 20th century.[42] (Hops are also native to North America, but only cultivated hops have figured significantly in brewing.[43])

Wilson Flint, a New Hampshire native who came to California in 1849, is said to have introduced hops roots to the state from Vermont in the winter of 1855-1856.[44] Amasa Bushnell, who had in 1856 planted 10 acres of hops in San Mateo County with roots he brought from the East,[45] introduced roots when he came to Green Valley on the Russian River in 1858 and went into partnership with Otis Allen of Sebastopol, growing 1,000 pounds that year. But local production did not gather significant momentum until the 1870s.[46] While large farms in the Sacramento and Livermore valleys equalled the largest producers in the Midwest and East, the hillier topography of Sonoma and Mendocino Counties limited the size of farms.[47]

Among the trends that affected hop production in Sonoma County or beyond were the importance of the international market, a factor documented from the early 18th century[48] which dominated the American industry by World War I,[49] the transition from manual to mechanized harvesting with a machine invented by two Sonoma county men, Joe and Florian Dauenhauer,[50] pests and blights, and Prohibition. (A lease recorded at the County shows that the Dauenhauer machine was used on the subject property in the 1950s. See Appendix 6.) While California eluded pest infestations that beset other hop-producing regions as late as 1891,[51] the introduction of nitrate fertilizers after World War II in an effort to find a peacetime use for chemical plants originally built to produce munitions made the soil of Sonoma County hospitable to the growth of downy mildew, decimating hops.[52] In the Northwest, the annual freeze killed this blight, compounding the advantage the larger farms there drew from mechanized harvesting. By 1916, three years before the Constitution was amended to extend Prohibition nationwide, 23 states

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[41] LeBaron.

[42] Tomlan. P 6.

[43] Tomlan. P 11.

[44] Ibid. P 26.

[45] *The Resources of California.* San Francisco, 1892. Healdsburg Museum.

[46] LeBaron, Gaye, columnist. *Santa Rosa Press Democrat.* Santa Rosa, 18 January 1976.

[47] Tolman. P 29.

[48] Tolman. P 12.

[49] Tolman. P 38.

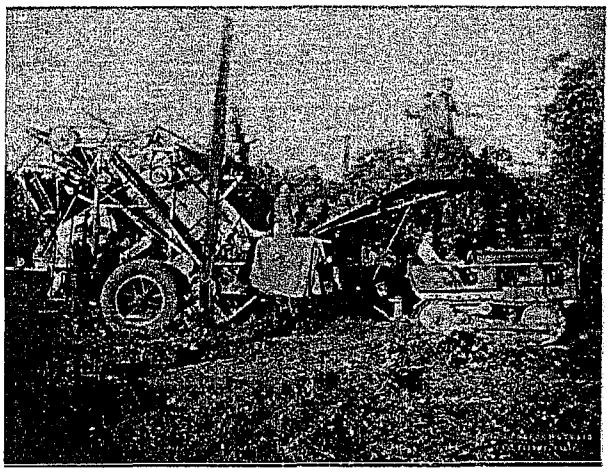
[50] LeBaron.

[51] Tolman. P 30.

[52] LeBaron. Djordjevich's sources said a mold had crippled production at the turn of the century, but agreed that downy mildew in the mid-1940s was a "calamity."

had already adopted local bans.[53] Hop growers were limited to the export market until the 21st Amendment ended Prohibition in 1933. World War II brought two developments favorable to American producers: European production was disrupted by combat, and the U.S. War Department commissioned beer production to maintain troop morale[54]--but both these factors were temporary, and prices fell after the war.[55] A final influence that challenged the domestic hops market until relatively recently was the change in American tastes during the 20th Century. One local veteran of the hops world, Walt Tischer, blamed Rosie the Riveter, explaining that after wartime factory work, more women began drinking beer, but they preferred lighter lagers and brewers decreased their use of hops in response.[56]

California led all other states in hop production from 1915 to 1922, with its acreage in production peaking in 1916.[57] The Northwest was already becoming a leader, with Oregon the top-producing state from 1905 to 1915 and from 1922 to 1943, when Washington assumed dominance.[58] Sonoma County had 150 acres in hops in 1877, and 2,300 in 1915 producing an average of eight bales per acre. By weight, the production in a mature field was 1,500 - 2,000 pounds per acre annually. In 1913, the county produced almost half of California's hops output; the Healdsburg area accounted for about one third of the county's production. County hops acreage peaked at 2,600 and was estimated by Tischer to account for 15 percent of overall agricultural production, declining to 1,500 acres in 1932. World War II saw a spike in hops production.[59] Sonoma was one of only three in California with a nationally significant level of hop production in the late 1930s.[60] By 1960, the county had only two hops growers, Alex Vescova and Pete Bussman.



Harvesting hops by machine on Jacobs Ranch, Dry Creek Road, 1948-51. Photo courtesy of Healdsburg Museum.

D.Hop Kilns and Barns

British practice strongly influenced American architecture for hop production, though practices in other countries also played a role and Americans also devised their own designs and building practices. A 16th century publication documented a three-room masonry structure that continued in use in Britain through the 18th

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[53] Tolman. P 38.

[54] Djordjevich.

[55] Tolman. P 39.

[56] LeBaron.

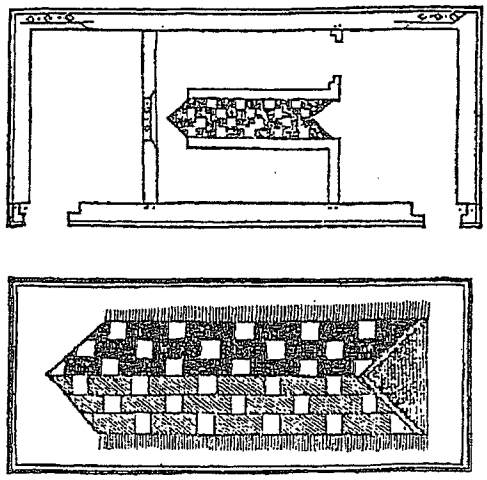
[57] Tolman. P 30.

[58] Tolman. P 33.

[59] Djordjevich. The sources in the notes provide conflicting figures for yields.

[60] Tolman. P 30.

century.[61] In the 19th century, British hop kilns (where hops are dried) and hop houses (buildings incorporating rooms for cooling, baling, and storage as well as drying) evolved with larger buildings and different fuels and construction details for the furnace.[62]



Plan diagram, c 1574, of hop house in Kent, England (above) and detail of brick oast furnace (below) showing "checkerboard" brick pattern that increased surface area for heating air. Tomlan, from Scot, Reynold, *A Perfite Platforme of a Hoppe Garden*, 1574, reprinted New

Although some early American hop kilns were constructed of masonry and used open furnaces to dry the hops (usually introducing issues of the effect the combustion gases on the hops), the trend in America was to buildings of wood with masonry, or somewhat later, iron or steel heating apparatus. In America, the easy abundance and low cost of wood, or charcoal made from wood, eliminated challenges that fuel posed to British hop farmers. While a description from the 1830s of a Massachusetts kiln documented the practice of building the structure into the side of a hill so that the furnace was accessible from below and the drying floor from the uphill side, the only mention of a roof was that it "would be a further improvement."[63] While ventilation to dissipate the moisture from the hops was essential to successful operation of an enclosed kiln, American practice quickly evolved to roofed kilns, which retained heat better than an open drying floor and also provided protection from rain. The hip roof form associated with hop kilns in the West was said to have been introduced in New York around 1850; it takes advantage of the stack effect to induce a draft from the furnace below, through the drying floor, at out the open cupola. Although there are examples of round hop kilns in the East and Midwest, this form did not take hold in the West and ultimately faded from use.

Once they reach the necessary moisture level, hops must be cooled and then baled for shipping. In Britain and America, a variety of architectural solutions provided spaces for these operations, with associated sub-types of the hop house. The earliest approach, documented in Britain in the 16th century, was to build a simple, gabled structure and subdivide the interior.[64] The drying floor had to be separated from the furnace (especially where the fire was open) to avoid scorching the hops; this necessity, along with the construction of the firebox and flue (if used) and the benefit of the stack effect led to building forms for the kiln which were tall but compact in footprint. Although the cooling room needed some ventilation, it did not necessitate a specialized building form, nor did storage of the green hops or baling. As a result, many hop houses consisted of a kiln of specialized form and construction, and a more conventional, barn-like building for the other operations. Two other factors affected the building forms for hop kilns and hop houses: the short harvest season and fragile crop required that each farm process its annual output within about two weeks, making it desirable to keep the drying floor in continuous operation and thus putting a premium on easy of loading and unloading the kiln; and even with

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[61] Tolman. P 159.

[62] Tolman. P 160.

[63] Tolman. P 168.

[64] Tolman. P 160.

masonry construction, hop kilns were always vulnerable to building fires because their function was to heat a large quantity of hops to about 160 degrees F. for a long period.

Overall, these influences resulted in varying building forms in America with some common, though not universal, traits:

- The kiln itself was a compact, tall building form with a tapering roof profile
- The kiln form was not scalable; larger farms had multiple kilns instead of a larger, single kiln
- The kiln was set on a sloping site, providing access from grade to the furnace at the downhill side and the drying floor at the uphill side
- The cooling room, baling room, and store rooms were in a building form similar to a barn
- The kiln somewhat distinct from the rest of the hop house, though it was connected to it.
- Building forms and mechanical devices which allowed quick movement of the hops from one stage to the next increased output and could reduce fuel use.[65]

Although other construction materials continued in use, and experiments with new materials such as steel and concrete could be found, wood came to dominate construction of hop kilns and hop houses in the U.S. during the 19th century. Balloon framing became common for hop kilns, even in the East.[66] (Balloon framing was a structural technique introduced in the United States as industrial production of lumber and standardized use of wood framing instead of masonry influenced the growing construction industry. It frames the full height of a building's walls with continuous studs, nailing the framing for intermediate floors onto the side of the wall studs, instead of framing the walls at each level independently like interposed but independent blocks.)

Hop kilns at Wohler Ranch c 1940. Note trestle connecting kilns and hop house at right. Photo courtesy of Healdsburg Museum.

In Sonoma County, hop kilns like the subject building supplanted the earlier type that dominated in 1875 when the crop was introduced locally.[67] Daniel Flint (whose brother Wilson brought the first hop roots to California) built the first kiln in the state, a frame building erected by 1861. It had a brick furnace, with pipes that heated the air below the drying floor.[68] California practice was notable for continuing the developments begun in the Midwest to speed movement of hops, including the use of cars and trestles to move hops from the kiln to a cooling room in a separate building; it also experimented with a wire screen for the drying floor instead of wood lath, and multiple kilns were found on many hop farms.[69] In the 20th century, electric fans were introduced to ventilate kilns, and oil and gas replaced wood as the

[65] Tomlan. Pp 192-193.

[66] Tomlan. Pp 177-178.

[67] Djordjevich.

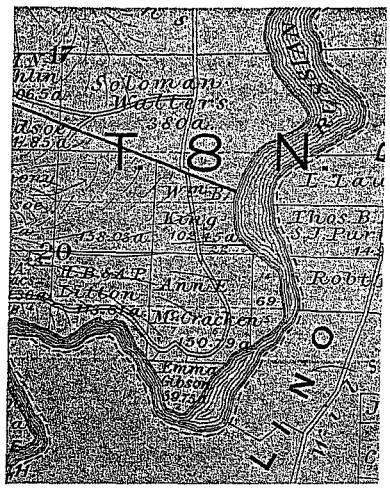
[68] Tomlan. P 195.

[69] Tomlan. Pp 196-7.

fuel for drying. After World War I, these and other developments led to a new design more similar to generic agricultural processing facilities than hip-roofed hop kilns of previous generations.

E. Site Ownership History

As early as 1877, the subject property was shown on early maps as part of larger parcel of land owned by J. McCracken, [70] and Ann E. McCracken in 1897. [71] The 1877 and 1897 maps both indicate a similar property outline comprising over 159 acres, surrounded by various adjacent properties and bounded at the southeast corner by the Russian River. The early maps appear to show a roadway passing through the property just west of where the subject property exists today running north to south, then curving to the west. Although Westside Road otherwise known as Guerneville Road runs a similar route as west property line of the subject property. [72]



1897 map, detail showing Ann McCracken as owner of subject parcel, with A.P. Litton adjacent owner. *Illustrated Atlast of Sonoma County, California.* Santa Rosa, Reynolds & Proctor. 1898. Healdsburg Museum.

Between 1897 and 1944, the ownership history is unclear. A.P. Litton owned the property adjacent to the one shown as belonging to Ann E. McCracken on the 1897 map and apparently acquired her land at some point after 1897 and before 1944, when he deeded it to C.S. Litton. After 1944, there are a limited number of owners listed in the list of ownership below.

In 1950, Cecil Litton leased a 100-foot-square portion of the property to Neil and Bruno Venturacci with Charles Knox for storing their hop-picking machine. The lease agreement notes a separate contract under which the Venturaccis and Knox were to pick Litton's crop. [73]

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[70] Thompson & West. Historical Atlas Map of Sonoma County, California. Oakland, Ca. : Thompson & West, 1877.

[71] Reynolds & Proctor. T8N, R9W. Illustrated Atlas of Sonoma County, California. Santa Rosa: Reynolds & Proctor, [1898], c1897.

[72] Google Maps, 2014. Website, Accessed March 27, 2014: https://maps.google.com/maps?oe=utf-8&client=firefox-a&channel=sb&q=7097+westside+rd+healdsburg+ca&ie=UTF-8&hq=&hnear=0x80843d0d7c08de2d:0xb84d12bd12040caa,7097+Westside+Rd,+Healdsburg,+CA+95448&gl=us&ei=-8c0U5rTNeXwyAHcu4DADA&ved=0CCcQ8gEwAA

[73] Sonoma County Recorder. Official Records, Book 960, Page 43-44. Lease Agreement.

Ownership for Assessor's Parcel No. 100-240-031

Date	Owner/Grantor	Grantee
1877	J. McCracken	
1897	Ann E. McCracken	
1944 – Jul 3	A.P. Litton	C.S. Litton
1983 – Jun 7	Estate of Cecil Litton	Luella D. Litton (wife)
1988 – Jul 29	Luella D. Litton	Ronald Kaiser
2012 – Dec 28	Ronald Kaiser Pamela C. Kaiser	Ramey Vineyards LLC

F. Owners

The 1900 U.S. Census for Mendocino Township lists Jasper McCracken as a farmer born in Missouri in 1833, married to Mary McCracken, born in 1850, also a native of Missouri. Their two daughters, Effie and Edna, born in 1877 and 1885 respectively, lived with them.

According to his obituary, Albert Perry Litton was born in Lineville, MO and died in Healdsburg at age 81 in 1944, having lived there all but eight years of his life. He ranched in Dry Creek Valley before moving to the West Side and lived with his son Cecil Litton for several years before his death.[74] The 1900 U.S. Census says Albert and Nellie W. Litton married in 1886. Nellie, a California native, was born in 1871.

Cecil Litton was born 17 April 1891 and died in Sonoma 10 September 1980.[75] Cecil Litton and Luella Litton lived in Whittier (Los Angeles County), where he was listed in the city directory as an electrician. The 1930 U.S. Census record shows Cecil Litton worked in the oil fields and Luella Litton had no employment outside the home. Luella Litton was an Iowa native whose parents were also Iowa natives; she and Cecil had married within a year of the census survey.[76] Cecil Litton served in the U.S. Army from 5 June 1917 to 21 December 1918.[77] His 1942 draft registration card lists his employment as a ranch in Healdsburg.[78]

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[74] "Retired West Side Rancher Passes." *The Healdsburg Tribune and Enterprise.* Healdsburg, 22 December 1944.

[75] California Death Index, 1940-1997.

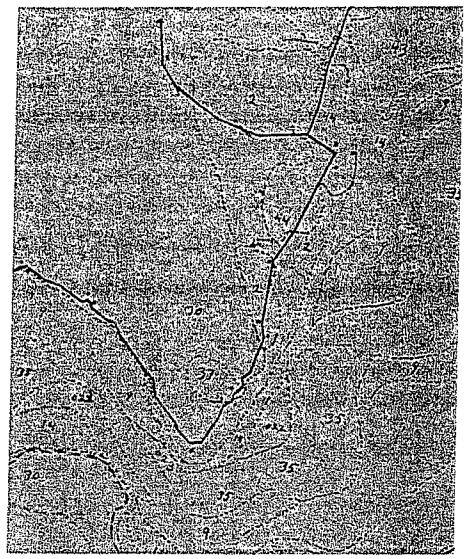
[76] http://interactive.ancestry.com/6224/4531822_00730/91224901?backurl=http%3a%2f%2fsearch.ancestry.com%2fcgi-bin%2fsse.dll%3fdb%3d1930usfedcen%26h%3d91224901%26indiv%3dtry%26o_vc%3dRecord%253aOtherRecord%26rhSource%3d2469&ssrc=&backlabel=ReturnRecord

[77] Department of Veterans Affairs BIRLS Death File, 1850-2010.

[78] U.S., World War II Draft Registration Cards, 1942

G. Construction History and Chronology

There is limited recorded development history of the property prior to 1978. The county does not have building permit records for the Hop Kiln or Baling Barn, and the assessor's records do not provide a construction date. Maps located in the research for this report do not provide strong evidence of the construction date of the subject buildings. Maps older than 1900 do not appear to note structures. A 1915 soils map of Healdsburg which appears to note the location of ranches or buildings with a dot does not indicate the subject buildings.[79]



1915 soils map of Healdsburg, detail. Arrow shows subject site. Dots appear to indicate buildings already present on nearby properties. Earth Sciences Map Library, UC Berkeley.

A Sonoma County tax roll for 1946-9 lists the "Hop Kilns" valued at $1,330, the "Hop Cooler" valued at $720, an unstated acreage of hops valued at $1,600 and 10 acres in two groups of trees valued at $820. It also lists other buildings and a small number of livestock, including a bull, cows, calves, and horses.[80] The Sonoma County Assessor's records, as of 1952, lists a "Double Hop Kiln," a "Platform" (the bridge on the west side of the Hop Kiln that provided access to the drying room doors at the top level of the building), the "Hop Cooler," and the "Tramway" ("high wood trestle & tracks," 170' by 6'). The "Year Built" column on the form is blank. This record notes "T&G wall in drying rooms" of the Hop Kiln, but describes the interior of the Baling Barn as "unf," apparently indicating that the assessor did not observe any interior wall finishes including the horizontal boards on the south side of the second level. In 1952, the condition of the buildings was noted as the following "% Good" in each case: Hop Kilns, 80%; Platform, 80%; Hop Cooler, 65%; Tramway 65%. The 1956 valuation update valuates all the buildings as 30% good, and the 1969 update maintains a 30% valuation for the "Hop Cooler" but marks the Hop Kilns, Tramway, Platform "NV" as having no value. As of March 21, 2014, the Assessor's records note two buildings on the site with an area of 1088 square feet.

A document dated January, 2000 provided by the previous owners, Ron and Pam Kaiser, to the current property owners states that the Hop Kiln, Baling Barn, Trestle, and shed west of the three subject structures (which it identifies as the storage shed for the hop picking machine) were built in 1948.[81] A similar document created five years earlier gives a 1948 construction date.[82] These documents do not state the basis for the construction dates and make no reference to any older buildings replaced by the construction in 1948 or 1949.

The Hop Kiln, Baling Barn, and Trestle operated as interdependent parts of a single system. While it is conceivable the Hop Kiln and Baling Barn could have been built at separate times

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[79] Watson, E.B. *Healdsburg area ..., Sonoma County, California, 1915 / E.B. Watson, et al. ; Bureau of Soils.* Oakland, Oakland Blue Print Co., 1916

[80] Sonoma County tax records. Healdsburg Museum. See Appendix 4.

[81] *Property Highlights for 7097 Westside Road Healdsburg, CA 95448.* Unattriubuted, one-page document provided by David Ramey. Dated 1/7/00.

[82] *Structure Inventory and History 7097 Westside Road Healdsburg, CA 95448.* Unsigned two-page document apparently prepared by Ron and Pam Kaiser. Dated "As of April 29, 1995."

(with Trestle constructed with the second of the two buildings), it appears very likely all three were constructed at the same time. Based on the building conditions noted in the assessment records, it appears they were likely built by the early 1930s. The two buildings and Trestle would likely have been noted on the map if they were in place by 1915. On the basis of this information, it appears likely the subject buildings were constructed after 1915 and before the mid-1930s.

VII. Evaluation of Historical Status

A. California Register of Historical Resources

The subject property was evaluated to determine if it was individually eligible for listing in the California Register of Historical Resources. The California Register is an authoritative guide to significant architectural, archaeological, and historical resources in the State of California. Resources can be listed in the California Register through a number of methods. State Historical Landmarks and National Register-eligible properties (both listed and formal determinations of eligibility) are automatically listed. Properties can also be nominated to the California Register by local governments, private organizations, or citizens. This includes properties identified in historical resource surveys with Status Codes of 1 to 5 and resources designated as local landmarks or listed by city or county ordinance. The evaluative criteria used by the California Register for determining eligibility are closely based on those developed by the National Park Service for the National Register of Historic Places (National Register). In order to be eligible for listing in the California Register a property must be demonstrated to be significant under one or more of the following criteria:

> Criterion 1 (Event): Resources that are associated with events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States.
>
> Criterion 2 (Person): Resources that are associated with the lives of persons important to local, California, or national history.
>
> Criterion 3 (Design/Construction): Resources that embody the distinctive characteristics of a type, period, region, or method of construction, or represent the work of a master, or possess high artistic values.
>
> Criterion 4 (Information Potential): Resources or sites that have yielded or have the potential to yield information important to the prehistory or history of the local area, California or the nation.

The following section examines the eligibility of the subject property for listing in the California Register under those criteria.

Criterion 1 (Events)

The Hop Kiln, Baling Barn, and Trestle appear to be significant under California Register Criterion 1 for their association with the hops industry; they appear to be significant at the local level. Although hops have been grown in countries spread widely over a number of continents and there are varieties native to North America, there have historically been only a limited number of major hop-producing regions in the world at any time. While hops were introduced to New England before the American Revolution and soon became an export crop, only a few American regions have had notable hops industries, chiefly New England, New York, a few Midwestern States, California, and the Northwest. California was the leading state in production of hops

early in the 20th century, and was one of the top producers for a long period in the 19th and 20th centuries.

Amasa Bushnell brought hops roots to Sonoma County in 1858, during the period in which Americans settled the county and developed its agriculture following Statehood and the Gold Rush. In the heyday of its hops industry, Sonoma County accounted for almost half the output in the state and had up to 2,600 acres in production. From records available, it appears the subject property was built during the peak period of hops production in Sonoma County. The Hop Kiln, Trestle, and Baling Barn are readily identifiable as a complex built specifically for processing hops. Set in one of the prime agricultural zones of Sonoma County on the Russian River, they convey the historical significance of hops production in the county.

The property has already received informal recognition locally through publication, although it is not listed.[83] Other hop kilns have received formal designation, including Walters Ranch (National Register of Historic Places, California State Landmark) in Sonoma County. Because the subject property is limited in size and does not appear to have important and unusual features within the history of hops production, it does not appear to be significant at the state or national level.

Criterion 2 (Persons)

The property was owned and occupied by the Litton family, which was mentioned as one of the important hops producers in Healdsburg,[84] and was earlier owned by members of the McCracken family, early members of the agricultural community. Available documentation does not provide information demonstrating that these people were notably important to historical developments, however. For this reason, the subject property does not appear signfiicant under Criterion 2.

Criterion 3 (Design/Construction)

Hops are a small but important ingredient in brewing. The flower, or cone, of the female hop plant produces lupulin, which gives beer its distinctive--"hoppy"--taste. This flower is picked during a short period in late summer and has to be dried to a relatively precise moisture content. Hops have been traded internationally for centuries, and breweries and hops production were not geographically related, leading to a tradition of baling hops for storage and shipment,. Over the past four centuries, a specific architecture for hops processing facilities evolved in Western Europe and the United States. The Western states share many characteristics with the Midwest and East, but the later development of the hops industry here and differences in building materials and prevailing local construction techniques make the hop kilns and hop houses of California and the Northwest an identifiable sub-type of hops architecture.

The subject property appears to be a good example of a California hop kiln and hop house, with the trestle completing it as a processing complex that is representative of the era in which Sonoma County was most notable in hops production. The property appears eligible to the California Register under Criterion 3 at the local level. Its foremost feature is the twin hip roof forms of the Hop Kiln; while many other hop kilns do share this trait, it is not universal and gabled hop kilns are much less distinctive. The double-roof form further conveys the way construction tech-

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[83] In their book *Historical Buildings of Sonoma County: A Pictorial Story of Yesterday's Rural Structures* (Penngrove, 3rd Wing Press. 1995) Jack Withington and Ron Parenti selected the subject property as one of three hop kilns in the county for photographic documentation (p 59).

[84] Djordjevich.

niques for hop processing responded to practical limitations where the volume of hops was too large for a single kiln. The subject property demonstrates several developments that were widespread in the period it was built, including a lower roof pitch on the kiln than previously was common (likely made possible by using of an electric fan in the ventilator), use of an all-iron furnace and flue pipes for heating, and the separate hop house connected to the kiln by a trestle.

Criterion 4 (Information Potential)

Criterion 4 applies primarily to archaeological resources, though also to properties with the potential to yield important information if observed or documented in more detail than is customarily possible in a typical building assessment. Archaeology is beyond the scope of this study. The two buildings and trestle are simply constructed, readily visible properties which do not have the potential to yield further information if approached with specialized devices or techniques. For this reason, the property does not appear eligible under Criterion 4.

B. Property Type

The California Register recognizes specific property types: buildings, structures, sites, objects, and districts. The Trestle is a structure because unlike the Hop Kiln and the Baling Barn (which are buildings), it cannot be occupied by humans. (Objects include statues, monuments, and other often non-functional entities.) A district is a grouping of related buildings, structures, sites, or objects which is significant in the aggregate even if the parts that make it up are not individually significant. The subject property was originally part of a complete farm where hops were both grown and processed. Today, the hop fields are vineyards and do not retain integrity as hop fields because the two are very different visually. For this reason, the property is not eligible as a district because it no longer conveys the indispensable hop-growing function the farm originally had. Thus, the Hop Kiln and Baling Barn are buildings under the California Register Criteria and the Trestle is a structure.

C. Integrity

In addition to being determined eligible under at least one of the four California Register criteria, a property must also retain sufficient historical integrity. The concept of integrity is essential to identifying the important physical characteristics of historical resources and hence, evaluating adverse change. For the purposes of the California Register, integrity is defined as "the authenticity of an historical resource's physical identity evidenced by the survival of characteristics that existed during the resource's period of significance" (California Code of Regulations Title 14, Chapter 11.5). A property is examined for seven variables or aspects that together comprise integrity. These aspects, which are based closely on the National Register, are location, design, setting, materials, workmanship, feeling and association. National Register Bulletin 15, How to Apply the National Register Criteria for Evaluation defines these seven characteristics:

- Location is the place where the historic property was constructed.
- Design is the combination of elements that create the form, plans, space, structure and style of the property.
- Setting addresses the physical environment of the historic property inclusive of the landscape and spatial relationships of the building/s.
- Materials refer to the physical elements that were combined or deposited during a particular period of time and in a particular pattern of configuration to form the historic property.

- Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history.
- Feeling is the property's expression of the aesthetic or historic sense of a particular period of time.
- Association is the direct link between an important historic event or person and a historic property.

According to *California Office of Historic Preservation Technical Assistance Series #6, "California Register and National Register: A Comparison:"*

> It is possible that historical resources may not retain sufficient integrity to meet the criteria for listing in the National Register, but they may still be eligible for listing in the California Register. A resource that has lost its historic character or appearance may still have sufficient integrity for the California Register if it maintains the potential to yield significant or historical information or specific data.

Thus, the California Register may include properties that have suffered a greater degree of damage to their integrity than would be acceptable for listing in the National Register.

The Hop Kiln, Baling Barn, and Trestle appear to have undergone few alterations. While the Hop Kiln in particular and also the Baling Barn are in poor condition, they retain the features most important to their association with hops production and the specialized construction techniques it engendered. Because a substantial part of the Trestle is missing, it does not retain integrity as an individual feature; but there is enough remaining so that its original configuration can still be understood. In summary, the overall property retains a very high degree of integrity of location, design, setting, feeling and association. Although the integrity of materials and workmanship are seriously diminished, the property still conveys how it was built and what it was made of. Overall, the subject property retains historical integrity and is eligible for listing in the California Register.

VIII. Evaluation of Project-Specific Impacts under CEQA

This section analyzes the project specific impacts of the proposed project on the environment as required by CEQA.

A. Project Description

The review of the proposed project was based upon conceptual drawings and computer renderings provided by the architect, Lundberg Design. This description is limited to the Hop Kiln, Baling Barn and Trestle and their immediate site. The other elements of the overall project are not described here, and would not cause an impact on the subject buildings.

The proposed project will retain the existing agricultural use and integrate certain facilities for a commercial winery. The Hop Kiln will be converted to a wine tasting room and the Baling Barn will be converted to a marketing center. Site work will include removal of most of the ancillary and outbuildings and construction of a gate, asphalt driveway, and parking lot.

Essentially retaining the existing grades, a new driveway from Westside Road and parking areas will be constructed arranged around the existing buildings. The paving will be a combination of asphalt paving from Westside Road, chip seal paving adjacent to the buildings, and gravel at overflow parking areas. The driveway is designed as a loop around a large, central landscaped

island. The main drive will run at a slight southeast angle from Westside Road into the site and connect to a looped drive, which will run north to south past the wine tasting building (Hop Kiln) and adjacent marketing building (Baling Barn), accessing 26 parking stalls. From there, the drive curves east to access 52 overflow stalls. As the drive loops back to the west, it runs past a small overflow parking area at the north consisting of 43 stalls around a small landscaped island, and back to the west to connect to the main drive to Westside Road.

Hop Kiln

The proposed project for the Hop Kiln will retain a portion of the original Hop Kiln system as interpretive exhibit and provide new storage spaces, two tasting rooms, and a new stair and elevator. The main entry to the first level occurs at the east side of the building between a new stair and the south existing east extension.

The proposed interior plan retains the bilateral layout of the building, while inserting a circulation element with a stair on the east side and an elevator on the west side connected by an addition between them over the existing planes of the roof. The central interior area will serve as a circulation zone between the stair on the the east and the elevator on the west. The lower level at the south section will be remain double height space and will retain the iron furnace and flue pipes, with mechanical equipment at the east extension. The lower level at the north section will provide case storage with the north extension housing electrical and heating/ventilation/air-conditioning equipment. There will be a new level mezzanine in the north section, which will provide open storage and rooms for dry goods and office supplies.

On the upper floor there will be a tasting room at both the north and south section, each one delineated by sliding glazed wall systems, with an H-shaped circulation zone around them. At the corners of the building on the north side, there will be single-occupant toilet rooms. At the south corners there will be storage rooms. Both tasting rooms will have an island counter separating the larger tasting space from a kitchen or service bar. Custom shutters will be installed in the existing openings on the west side of the upper level which originally provided access to the drying room floor. Similar openings will be created on the east side, with the same type of shutters; these openings will have a glass guardrail. Two similar new openings with bi-folding doors and glass rails will be added at the south façade behind the service bar at the tasting room on that side of the building.

The exterior walls of the Hop Kiln will be clad in horizontal fiber cement ship lap siding, and the existing, deteriorated roof shingles will be replaced by corrugated Corten roofing. The new stair and elevator additions and the connection between them at the roof will be clad in weathered steel Corten panels. The chimney stack at the north façade will be replaced with a new stack to match the existing one; the stack on the south will be removed. The new stair on the east facade will have one glazed opening. The single main entry door and the double doors at the east extensions will be clad in siding to match the exterior wall. The main entry will be covered with a glass roof canopy, which stems the gap between the stair and the east extension. The exterior walls will be filled with insulation and finished to allow sections of the interior space to be conditioned.

Pedestrian Bridge

The remaining portion of the Trestle between the Hop Kiln and Baling Barn will be replaced with a new steel pedestrian bridge supported on wood posts set in concrete footings. The new bridge will be extend to the second story of the north façade of the Marketing building (Baling Barn), ending at a slightly lower point than the original Trestle did.

Baling Barn

The proposed project for the Baling Barn will retain the three levels and provide storage, open office space, and guest rooms. The north end of the building will function as circulation with a

new stair at the north wall and a new elevator and toilet/storage room at each level. The main entry to the first level will occur at the north end of the east side of the building. There will be a new stair and ramp assembly from adjacent grade up to the lower level. The entry vestibule will provide access to the main stair, a small toilet room, and the elevator and its adjacent machine room. The main space occupying the southern two thirds of the lower floor will be for general storage. The second floor circulation scheme is similar to the lower floor; the rest of this floor will be open office space with a kitchen in the east extension. The office space will have a new open steel egress stair on the south facade. At the upper floor, the circulation core at the north and central lounge south of it will be open to the second floor along the east and west sides. The south end of the upper floor will have two guest sleeping rooms with private bathrooms. The original upper floor plate will be demolished and the new one constructed 1'-4" lower in the building in order to provide ample headroom throughout the upper level.

The exterior walls of the Baling Barn building will be clad in horizontal fiber cement ship lap siding and existing corrugated steel roofing will be replaced with corrugated Corten. A chimney stack to match the one at the Hop Kiln will be added to the east façade of the east extension. The new exterior entry and egress stair will be clad in steel Corten panels. New "window box" projections on the lower and second level will be constructed of Corten panels and a black anodized aluminum glazing system on the north, east, and west facades. The exterior walls will be filled with insulation and finished to allow sections of the interior space to be conditioned.

At the north façade, the existing first floor opening will be closed and finished in exterior cladding. The upper level opening for the pedestrian bridge will be have a new projecting box with a glazed entry door with sidelights. At the east façade, the existing openings at the north end of the façade will be modified for the new entry and second story window box. At the south end of the east façade, the existing first story opening will be covered with new siding and the existing second story opening will become a window box, modified to be centered between the east extension and the south end of the façade. At the south façade, the existing three openings will be covered with siding and the exterior egress stair will project from the second and first levels. The re will be small, square windows at the north and south walls of the east extension. Only the first floor opening at the north side of the east extension will be retaining and provided with a pair of swinging doors to match the finish siding at the walls. The top-hinged doors at the other first floor openings will be removed and the openings covered with new siding. At the east and west façades, a band of black anodized aluminum clerestory windows provide light and air to the upper story.

B. Status of Existing Property as a Historical Resource

The subject property is not listed as a historical resource in the official database maintained by the State of California[85] and is not a Sonoma County landmark (nor is it in a landmark district). It is outside the boundaries of the City of Healdsburg. As discussed above, the Hop Kiln, Baling Barn and Trestle appear individually eligible for listing in the California Register under Criteria 1 and 3. As such, the property would be treated a historical resource for the purposes of CEQA.

C. Determination of Significant Adverse Effect under CEQA

According to CEQA, a "project with an effect that may cause a substantial adverse change in the significance of a historic resource is a project that may have a significant effect on the environment."[86] Substantial adverse change is defined as: "physical demolition, destruction, re-

[85] Telephone statement by Annette Neal, California Historical Resources Information System Northwest Information Center, 7 April 2014.

[86] CEQA Guidelines subsection 15064.5(b).

location, or alteration of the resource or its immediate surroundings such that the significance of resource would be materially impaired."[87] The significance of an historical resource is materially impaired when a project "demolishes or materially alters in an adverse manner those physical characteristics of an historical resource that convey its historical significance and that justify its eligibility for inclusion in the California Register...as determined by a lead agency for purposes of CEQA."[88] Thus, a project may alter a structure that is considered a historic resource but still not have a significant adverse effect on the environment as defined by CEQA as long as the alterations will not materially impair or undermine those physical characteristics the lead agency determines make the structure a historic resource to begin with. Since the subject buildings appear to be individual historic resources, the following section analyzes the potential impact of the proposed project.

D. Evaluation of the Project Under the Secretary of the Interior's Standards

The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Preserving, Rehabilitating, Restoring, & Reconstructing Historic Buildings (the Standards and the Guidelines, respectively) provide guidance for reviewing proposed work to historic properties.[89] The Standards are used by Federal, state, and local agencies in evaluating work on historic properties. Under the CEQA Guidelines, projects that comply with the Standards are presumed to have a less-than-significant effect.[90] Projects that do not comply with the Standards are evaluated to determine whether they would cause material impairment as described above.

The Secretary's Standards generally recommend identifying the features and materials important to the historical character of the property, and retaining and repairing them. Rehabilitation is the only one of the four Secretary's Standards treatments that allows for the construction of an addition or other alteration to accommodate a change in use.[91] This requires avoiding changes to the most important features and making changes so that the historic nature of the property remains readily visible. The Rehabilitation Standards recommend that new work to historic buildings be designed "in a manner that makes clear what is historic and what is new."[92] The Rehabilitation Standards recommend not "duplicating the exact form, material, style, and detailing of the historic building in a new addition so that the work appears to be part of the historic building."[93] The Rehabilitation Standards also differ from the other three treatments in that an

[87] CEQA Guidelines subsection 15064.5(b)(1).

[88] CEQA Guidelines subsection 15064.5(b)(2).

[89] U.S. Department of Interior National Park Service Cultural Resources, Preservation Assistance Division, *Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings, 1992*. The *Standards*, revised in 1992, were codified as 36 CFR Part 68.3 in the July 12, 1995 Federal Register (Vol. 60, No. 133). The revision replaces the 1978 and 1983 versions of 36 CFR 68 entitled *The Secretary of the Interior's Standards for Historic Preservation Projects.* The 36 CFR 68.3 *Standards* are applied to all grant-in-aid development projects assisted through the National Historic Preservation Fund. Another set of *Standards*, 36 CFR 67.7, focuses on "certified historic structures" as defined by the IRS Code of 1986. *The Standards* in 36 CFR 67.7 are used primarily when property owners are seeking certification for Federal tax benefits. The two sets of *Standards* vary slightly, but the differences are primarily technical and non-substantive in nature. The *Guidelines*, however, are *not* codified in the Federal Register.

[90] CEQA Guidelines subsection 15064.5(b)(3).

[91] Ibid., 63.

[92] Ibid., 112

[93] Ibid.

"assumption is made prior to work that existing historic fabric has become damaged or deteriorated over time and, as a result, more repair and replacement will be required."[94]

The first step in analyzing a project's compliance with the Rehabilitation Standards is to identify the property's character-defining features, including characteristics such as massing, materials, detailing, and spatial relationships. In regard to the Hop Kilns and Bailing Barn, the property's primary character-defining features are:

Hop Kiln
- Simple massing with double hip roof form and ventilators
- Wood siding and roofing
- Limited number of exterior openings
- Large interior spaces
- Platform and large doors on west facade
- Siting with slope to west and Trestle
- Drying room floor construction
- Furnace and flue pipes

Baling Barn
- Building form, including compact footprint and tall height
- Wood siding
- Limited number of exterior openings
- Large interior spaces
- Connection to Trestle
- Hops car

Trestle
- Wood construction technique and rails
- Location connecting buildings

Of secondary importance are:

Hop Kiln
- Open balloon framing
- Wall finish in drying room
- Lack of interior stairs
- East extensions

Baling Barn
- Open balloon framing and interior posts
- Baling machine and other interior features for hops processing
- Wall finish on south end of second level
- Opening which allowed movement of hops from top level to bottom during processing

The following analysis applies each of the Standards to the proposed project in more detail.

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

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[94] Kay D. Weeks and Anne E. Grimmer, U.S. Department of Interior National Park Service Cultural Resources, Preservation Assistance Division, *Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings* (Washington, D.C.: National Park Service, 1995), P 63.

The proposed use is appropriate under Standard 1. Rehabilitating it for long-term survival would be expensive for any use because of the heavy deterioration and extent of missing elements. The proposed use will allow retention of features and characteristics that would not be compatible with many potential uses.

2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.

Most of the distinctive materials which characterize the property will be retained. The remnant of the Trestle will be removed, but the existing portion is incomplete and is in very poor condition. The proposed design preserves not only the distinctive spaces of the Hop Kiln, but also one furnace, a feature that would be extremely difficult to put into utilitarian service. The spatial relationships within the Hop Kiln will be emphasized by adding vertical circulation in readily identifiable additions instead of incorporating it within the original building. The new pedestrian walkway between the Hop Kiln and the Bailing Barn will recall the presence of the Trestle and convey the functional configuration of the property.

3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

Nothing in the proposed design is intended to restore historic conditions based on speculation or conjecture, and the frankly contemporary materials and detailing of the new work will be readily identifiable.

4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.

The property does not appear to have been altered; none of the proposed changes amounts to reversing a previous change.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

The proposed project will retain the massing, most of the wood framing, and one furnace in the Hop Kiln. Retention of features such as the furnace flue at the north hop kiln will allow the property to continue to convey its significance as a hop kiln - hop house complex. Although the upper floor plate of the Baling Barn is not a particularly distinctive feature, it is one architectonic element of the building fabric and it will be removed.

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

The wood siding will be replaced with a different material, but it will match the appearance of the original siding. The roofing on the Hop Kiln, which is partially missing, will be replaced with Corten, a contemporary material that is similar in color and gloss to wood shingles and similar in scale and construction detailing to corrugated sheet steel, a material found on the property although not used on the hip roofs of the Hop Kiln. The same material will be used on the Baling Barn, which already has corrugated sheet steel roofing.

The new pedestrian bridge will not match the Trestle in design or materials; while it would be possible to reconstruct the Trestle faithfully to its original condition, the result would be a feature useful only for carrying hops but unsafe and impractical for pedestrian use. The pedestrian bridge will accurately convey the location of the Trestle and the way it connected the Hop Kiln and Baling Barn. The use of contemporary materials and details will convey the fact that the feature is not original.

7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

The proposed project does not include use of chemical or abrasive treatments.

8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

This report does not address archaeology.

9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

The new elements, including windows, doors, canopies and interior partitions, will be simply detailed and constructed using modern, utilitarian materials that are visually distinct but compatible with the character of the original agricultural construction materials and techniques found on the Hop Kiln.

10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

The only significant proposed addition is the elevator and stair mass to be added to the Hop Kiln. It will be readily identifiable as an addition, and if it were removed, the historical spatial relationships of the interior would be restored. This addition eliminates the need to build an internal stair, allowing the historic portion of the building to remain two levels that are not connected vertically on the interior.

The proposed project would rebuilt a platform connecting the upper level of the Hop Kiln to the nearby grade to the west, restoring the historic primacy of entry to the building at this location. Although it would not be a reconstruction in the sense the word is used in the Secretary's Standards, it would maintain one of the most important spatial relationships of the property. (The small remaining portion of the platform is in very poor condition and cannot feasibly be repaired.)

The new work will also require limited removal of existing walls to create new openings, but some large wall areas will remain. Although future removal of the new window assemblies would not leave the the buildings literally as they are today, their essential form would be intact and openings could easily be infilled.

Summary--Secretary's Standards
The two most challenging issues in rehabilitating the property are retaining the distinctive spaces and relationships which characterize the property as a hops production complex and making use of the buildings without altering their light, open wood stud framing devoid of win-

dows. The proposed design clearly succeeds in retaining important spaces and relationships, most notably by retaining unchanged one of the lower level spaces and furnaces in the Hop Kiln, by maintaining the spatial sense of the drying rooms and the second level of the Baling Barn, and by building the pedestrian bridge to convey the historic physical and functional connection between the Hop Kiln and Baling Barn.

Dealing with windows--and even doors--is much more challenging. Although the two buildings do have a number of doors, these are not ideally located. With no original glazed openings, the buildings cannot be heated and cooled without altering part of their historic character. The proposed design frankly announces the introduction of windows and doors without attempting to camouflage them as original in any way. Strict application of the Secretary's Standards might not allow this, but it should be kept in mind that the Secretary's Standards are intended only to guide rehabilitation in broad terms. If Standard 10 resulted in a prohibition on adding windows, it would raise the question of whether there is really any use for these specialized buildings.

Overall, the proposed project follows the direction of the Secretary's Standards to a great degree. It is particularly noteworthy for retaining one of the furnaces and both the drying room spaces in the Hop Kiln, for retaining the entire second level space open in the Baling Barn and limiting partitions on the other two levels, and for rebuilding the pedestrian bridge to regain the historic connection between the two buildings. Strict application of the Standards might not allow the introduction of windows needed for the proposed use, and might require leaving the top level of the Baling Barn in place. But such a strict, inflexible interpretation might discourage reuse of the building entirely, and would overlook degree to which the proposed design preserves the most important characteristics that distinguish the property.

E. Analysis of the Project-Specific Impacts under CEQA

The proposed design clearly conforms to the Secretary of the Interior's Standards in most respects as explained above. But there are a very small number of elements which may not conform, raising the question of whether the overall design can be classified as mitigated to a less than significant impact under CEQA Guidelines Section 15064.5 (b) (3). But even if this were not the case, the design would not have a significant impact on the environment under Section 15064.5 (b), paragraphs (1) and (2) (A) for the following reasons.

Under paragraph (1), in order to have a significant effect on the environment, the project would have to cause "substantial adverse change in the significance" of the property, which means alteration "such that the significance...would be materially impaired." Under paragraph (2) (A), the significance would be materially impaired if the project "Demolishes or materially alters in an adverse manner those physical characteristics...that convey its historical significance and that justify its eligibility for, inclusion in the California Register of Historical Resources." In some jurisdictions, this is determined simply by evaluating whether the property would remain eligible for the California Register if the project were executed; in other jurisdictions the evaluation looks at whether the important characteristics which exemplify the eligibility of the property would remain undiminished. The proposed project would be judged to have a less than significant effect on the environment under either evaluation.

The property is eligible to the California Register because it is a good example of a hop-processing complex. If the proposed project were executed, the property would continue to have the distinctive massing of the Hop Kiln, the furnace and flue of the kiln (which would be far more accessible to the public than in the past), large interior spaces in both buildings, traditional wood framing exposed on the interior in both buildings, and a physical connection between the buildings. These features would be adequate to convey the significance of the property, and it would retain historical integrity under the California Register Criteria, so the property would remain eligible.

The second approach typically used by some jurisdictions to test for material impairment, assessing changes to the most important characteristics, would look at the following features of the subject property: the form and massing of the Hop Kiln, the siting of the two buildings and the connection between them, the character of the building exteriors, specialized interior spaces, and hops-processing equipment/machinery. Of less importance, but also to be considered are: construction materials and techniques, interior finishes, detailed elements of the hops process such as the openings in the top floor of the Baling Barn, and the form and massing of the Baling Barn. The proposed project would make noteworthy changes *only* to the character of the building exteriors and the details of the hops process; the addition to the Hop Kiln is limited in size and compatible with the character of that building. Of paramount importance, it would retain the form and massing of both buildings, important interior spaces and features, and the siting and connection between the buildings. The important characteristics of the property that justify its eligibility to the California Register would not only be retained and rehabilitated, they would become accessible to the public for the first time. Thus, the project would not cause a material impairment of the significance of the property and would have a less than significant impact on historical resources under the CEQA Guidelines.

IX. Conclusion

Hops have for centuries been produced in a limited number of regions at any given time period. International trade in hops goes back centuries, and brewers and brokers concentrate the hops market, increasing the tendency for a limited number of regions to play a significant role in hops production. Hops must be dried very close to where they are grown, and once dried and baled they can be shipped to distant markets. Processing hops requires special facilities and procedures; for hundreds of years this has resulted in a specialized building type that has evolved from era to era and region to region.

After Statehood and the Gold Rush, Americans flocked to Sonoma County as they established agricultural operations in suitable parts of California. Amasa Bushnell brought hops roots to Sonoma County in 1858, and within 20 years hops became a significant crop in the county, remaining until the 1960s when the industry succumbed to downy mildew and economic competition from larger farms in the Northwest which could be harvested mechanically. The county still retains a number of hop kilns, the distinctive form of which conveys an important phase of agricultural heritage.

The Hop Kiln, Baling Barn and Trestle at 7097 Westside Road in Healdsburg were constructed to process hops grown on the ranch owned by the McCracken and Litton families. While no building permit records are available to document the construction date, the complex does not appear on a 1915 map and was noted as deteriorated on a 1952 tax roll, suggesting it was at least 20 years old at that time. This would put its likely construction date in the heyday of hops production in Sonoma County, an era in which California was one of the leading states in hops production and Sonoma County was an important center in the state. The two buildings are remarkably complete, although they are in poor condition. While much of the Trestle has been demolished, the remnant still marks the connection between the buildings. The Hop Kiln and Baling Barn appear to be eligible to the California Register under Criterion 1 for their association with hops production in Sonoma County and under Criterion 3 as examples of a specialized construction technique. Though it does not retain integrity individually, the Trestle would be eligible along with the two buildings under a multiple property submission. Because the adjacent fields where the hops grew historically are now vineyards, with a very different appearance, they do not retain integrity as a site of hops production and the subject property is not a historic district. Because the Hop Kiln, Baling Barn, and Trestle appear eligible to the California Register as

a grouping of two buildings and a structure, they would be considered to be a historical resource for the purposes of CEQA even though they are not listed on any historical register.

The proposed project would renovate the two buildings and replace the existing remnant of the Trestle with a new steel pedestrian bridge connecting the buildings the same way the Trestle once did. A new addition would introduce stairs on the on the east and an elevator on the west side of the Hop Kiln and spanning its roof between the two historic hip roofs of the drying rooms. The addition would provide vertical circulation within the Hop Kiln without altering the historic interior. The project would introduce new finishes and partitions in many spaces of the two buildings, but would retain the historic open wood stud framing in selected interior spaces. New windows would be added to both buildings, which originally had almost no fenestration and no glazed window sash.

Because the property is a historical resource for the purposes of CEQA, the project must be evaluated to determine whether it would cause a significant impact on them. Under the CEQA Guidelines, projects that conform to the Secretary of the Interior's Standard for Rehabilitation are automatically treated as being mitigated to a less than significant impact. The proposed project would clearly conform to the Secretary of the Interior's Standards for Rehabilitation in almost all respects. In practice, many agencies and jurisdictions apply the Secretary's Standards somewhat holistically, taking into consideration both the overall effect on the historical resource and whether individual parts of the project meet all 10 Standards. Of particular note under such an approach, the proposed design would retain one of the furnaces in the Hop Kiln along with its flue pipe and double-height space. It would retain the spatial definition of the drying rooms and the second level of the Baling Barn, the largest of the historic spaces in that building. It would reconstruct the platform on the west side of the Hop Kiln and the physical connection between the two buildings -- both substantial undertakings not required under a by-the-book application of the Secretary's Standards. While the size and number of new windows in the two buildings might not conform to a strict interpretation of the Secretary's Standards, the new openings would have a simple, bold visual character compatible with the utilitarian nature of the property, and they would have custom shutters which could be closed to regain the monolithic quality the property would have had much of the year. The addition to the Hop Kiln, while readily visible, would be small in relationship to the historic building and would eliminate the need to introduce internal stairs and an elevator within a building that never had them.

Even if a reductive application of the Secretary's Standards were to conclude that the proposed design does not conform in every respect, the proposed project would have a less than significant impact under CEQA Guidelines Section 15064.5 (b) (1) and (2) (A) because it would retain the distinctive features which make the property eligible to the California Register. The property would retain historical integrity if the project were executed as proposed, and it would remain eligible to the California Register.

APPENDIX 1:
1934 CADASTRAL MAP (Detail)
Source: Healdsburg Museum

SOTOYO
MILL CREEK
T.8N.R.9W.
STARR
AYETTE
MIRABEL
B OF A
F P G CO
B OF AM
MILLER
FRED LEONI
D N GODDARD
C&S A M
W GODDARD
B STOREY
HOTCHKISS ESTATE CO
F & F
H C FROST
CALHOUN
SACHS
E D THOMPSON
W M RICHARDSON
A B VALLEY
WATERMAN
WALKER
J CARLIN
W S WALTERS
G M HICKS ET ALS
R & W JONES
W M RICHARDSON
A & R MITCHELL
C VON LITTON
GRAFEN
LAUGHLIN
C W WILSON
W LEHN
J T GRACE
TRENTON FARMS
W FARLEY
PRATT
SILK
WRIGHT
PORTER
BALLARD
CHISHOLM ET AL
LOIS BIRKS
RICKMAN

APPENDIX 2:
ASSESSOR'S BUILDING CARD
Source: Sonoma County Assessor-Recorder

MISCELLANEOUS BUILDING RECORD

PARCEL 110-241-31

ADDRESS [illegible] Pl

SHEET ___ OF ___ SHEETS

DESCRIPTION OF BUILDINGS

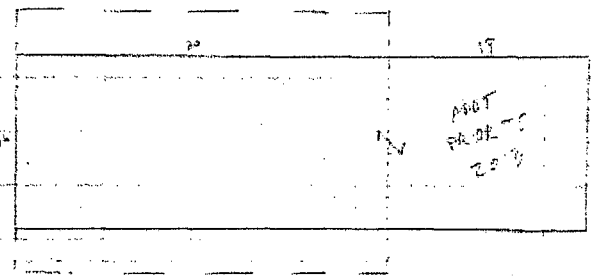
Bldg No	Structure	Size	Found.	Wall & Exterior	Roof Type	Roof Cover	Floor & Interior Detail	Second Story or Loft	Year Built	Air Life Table
1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
2	Shed	22x14	"	"	"	"	[illegible]		[illegible]	

COMPUTATION

Appraiser—Date		19				19				19				19			
Bldg No	Area	Unit Cost	Cost	% Good	R C N L N D	Unit Cost	Cost	% Good	R C N L N D	Unit Cost	Cost	% Good	R C N L N D	Unit Cost	Cost	% Good	R C N L N D
1	[illegible] 982	27	[illegible]														
2	306																
TOTAL																	

Appraiser—Date		19				19				19				19			
Bldg No	Area	Unit Cost	Cost	% Good	R C N L N D	Unit Cost	Cost	% Good	R C N L N D	Unit Cost	Cost	% Good	R C N L N D	Unit Cost	Cost	% Good	R C N L N D
TOTAL																	

SCAO/322/10-75



MISCELLANEOUS BUILDING RECORD

PARCEL

ADDRESS

SHEET OF SHEETS

DESCRIPTION OF BUILDINGS

Bldg No	Structure	Size	Found	Wall & Exterior	Roof Type	Roof Cover	Floors & Interior Detail	Second Story or Loft	Year Built	Av Life Table

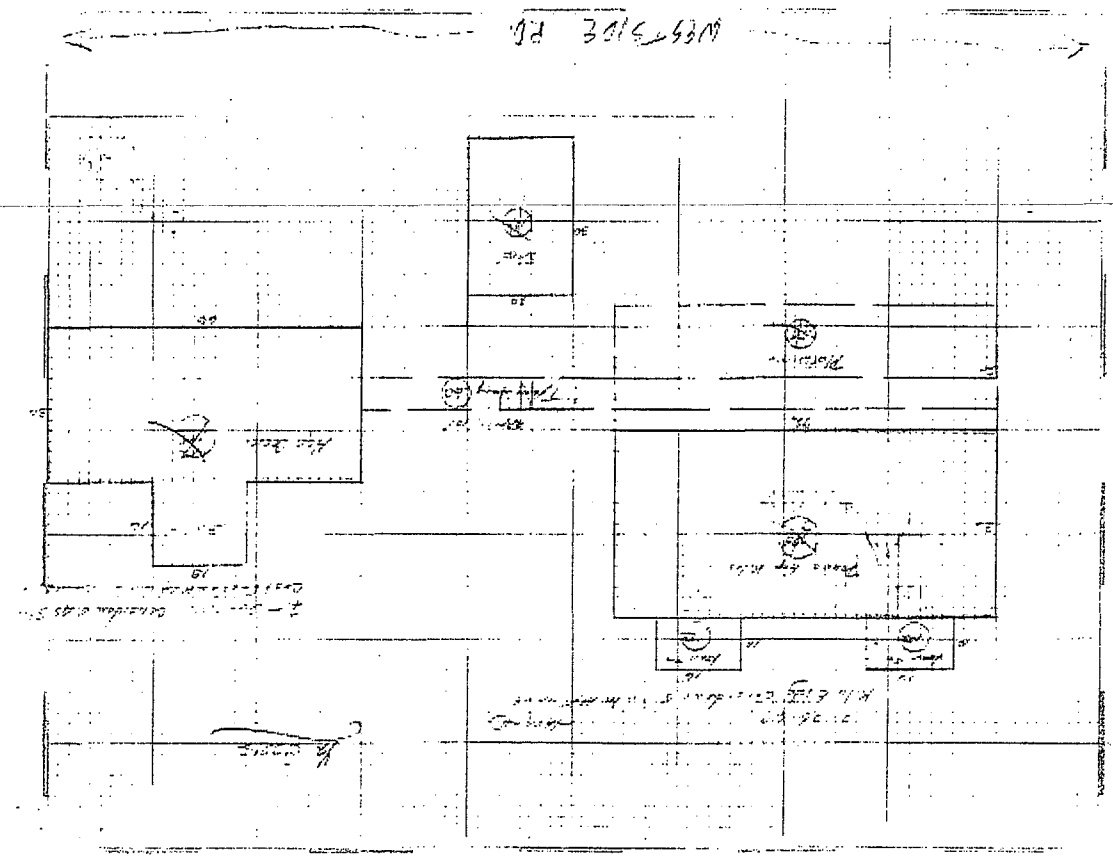
COMPUTATION

Appraiser—Date

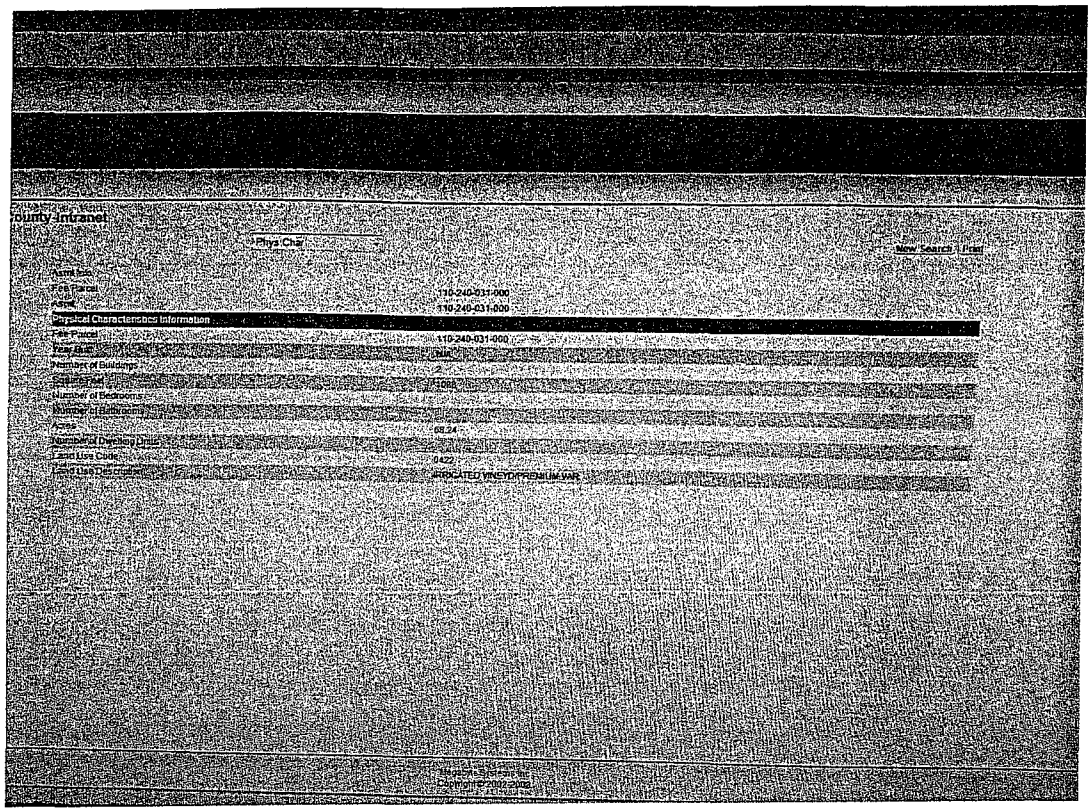
Bldg No	Area	Unit Cost	Cost	% Good	RCN L N D	Unit Cost	Cost	% Good	RCN L N D	Unit Cost	Cost	% Good	RCN L N D	Unit Cost	Cost	% Good	RCN L N D
TOTAL																	

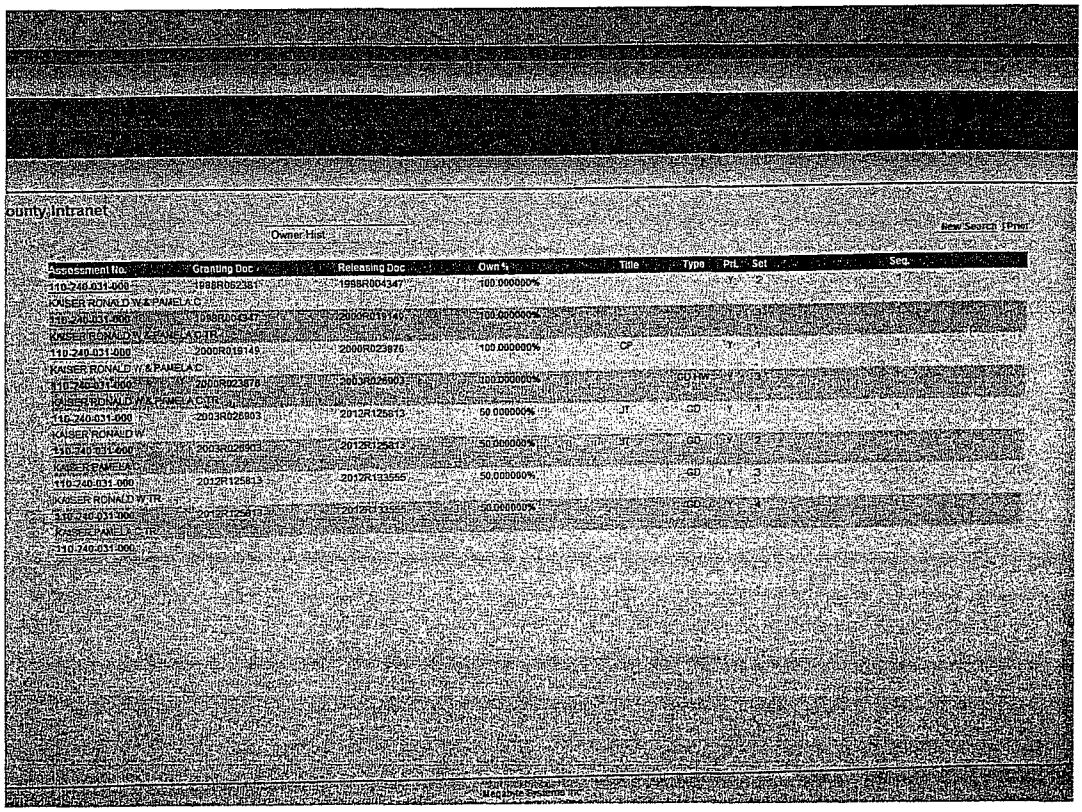
Appraiser—Date

Bldg No	Area	Unit Cost	Cost	% Good	RCN L N D	Unit Cost	Cost	% Good	RCN L N D	Unit Cost	Cost	% Good	RCN L N D	Unit Cost	Cost	% Good	RCN L N D
TOTAL																	



APPENDIX 3:
ASSESSOR'S PARCEL INFORMATION
Source: Sonoma County Assessor-Recorder





ounty Intranet

Phys Char

New Search | Print

Asmt Info	
Fee Parcel	110-240-031-000
Asmt	110-240-031-000
Physical Characteristics Information	
Fee Parcel	110-240-031-000
Year Built	NUL
Number of Buildings	2
Square Feet	1088
Number of Bedrooms	
Number of Bathrooms	
Acres	68.24
Number of Dwelling Units	
Land Use Code	0422
Land Use Description	IRRIGATED VINEYD/PREMIUM VAR

Megabyte Systems Inc
Copyright © 2002-2003

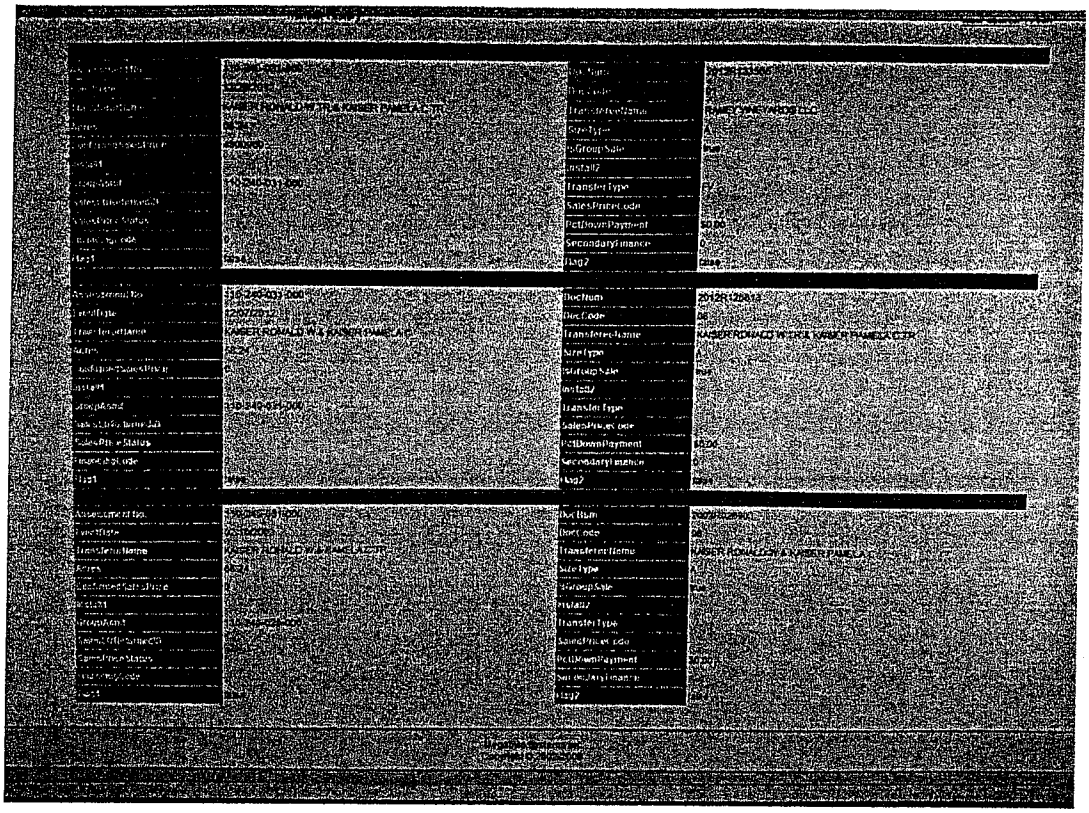
ounty Intranet

Owner Hist

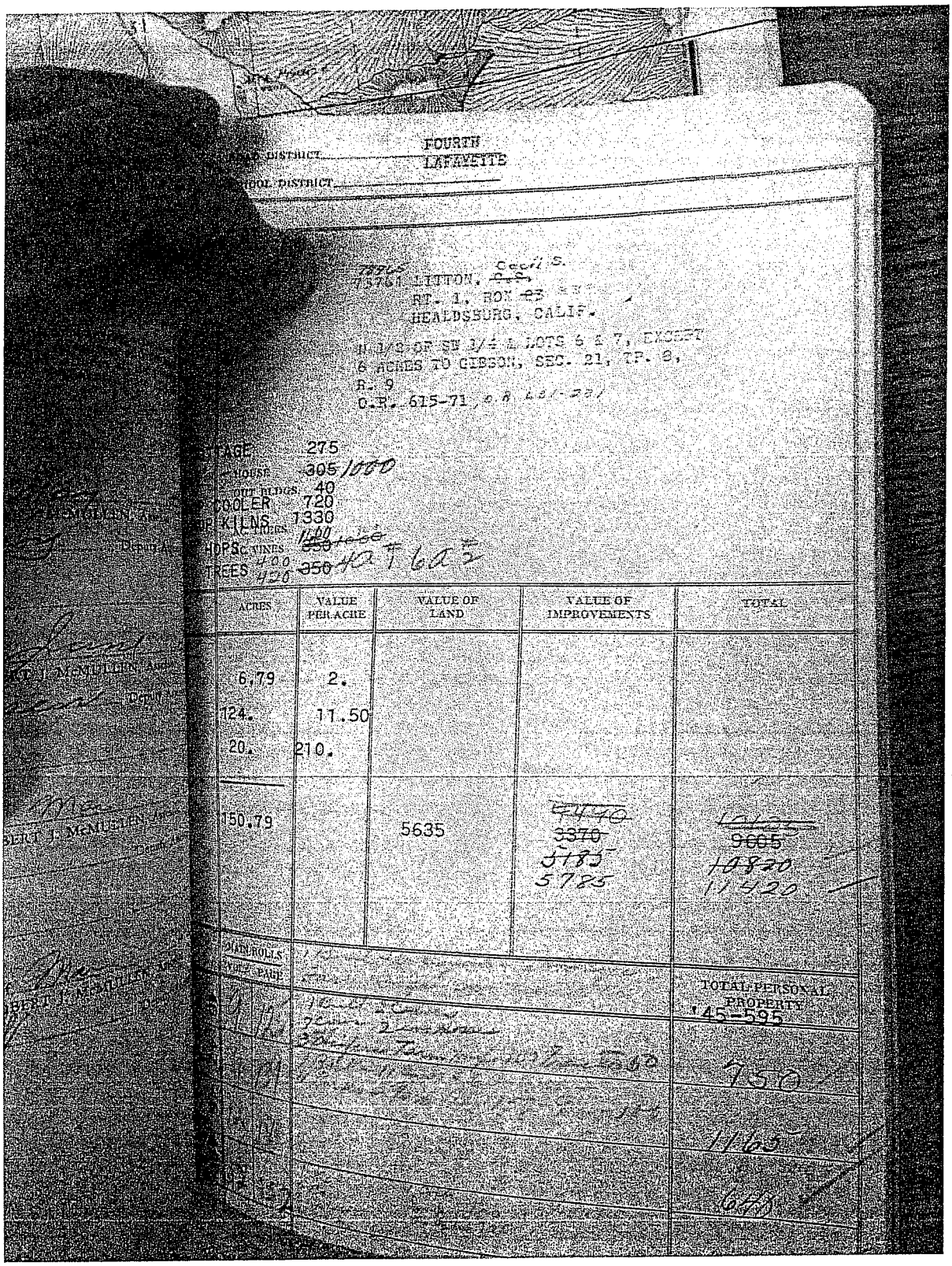
New Search | Print

Assessment No.	Granting Doc	Releasing Doc	Own %	Title	Type	Pri.	Set	Seq.
110-240-031-000	1998R062381	1998R004347	100.000000%			Y	2	1
KAISER RONALD W & PAMELA C								
110-240-031-000	1998R004347	2000R019149	100.000000%				3	
KAISER RONALD W & PAMELA C TR								
110-240-031-000	2000R019149	2000R023876	100.000000%	CP		Y	1	1
KAISER RONALD W & PAMELA C								
110-240-031-000	2000R023876	2003R026903	100.000000%		GD HW	Y	3	1
KAISER RONALD W & PAMELA C TR								
110-240-031-000	2003R026903	2012R125813	50.000000%	JT	GD	Y	1	1
KAISER RONALD W								
110-240-031-000	2003R026903	2012R125813	50.000000%	JT	GD	Y	2	
KAISER PAMELA C								
110-240-031-000	2012R125813	2012R133555	50.000000%		GD	Y	3	
KAISER RONALD W TR								
110-240-031-000	2012R125813	2012R133555	50.000000%		GD	Y	4	
KAISER PAMELA C TR								
110-240-031-000								

Megabyte Systems Inc



APPENDIX 4:
1947 TAX INVENTORY
Source: Healdsburg Museum



ROAD DISTRICT FOURTH
SCHOOL DISTRICT LAFAYETTE

73761 LITTON, ~~C.S.~~ Cecil S.
RT. 1, BOX ~~23~~
HEALDSBURG, CALIF.

N 1/2 OF SW 1/4 & LOTS 6 & 7, EXCEPT
6 ACRES TO GIBSON, SEC. 21, TP. 8,
R. 9
O.R. 615-71, O.R. 601-231

COTTAGE	275
HOUSE	~~305~~ 1000
OUT BLDGS.	40
COOLER	720
KILNS	1330
AC TREES	1600
HOPS AC VINES	~~350~~ ~~1000~~
TREES	400 420 ~~350~~ 40 # 6 a 2

ACRES	VALUE PER ACRE	VALUE OF LAND	VALUE OF IMPROVEMENTS	TOTAL
6.79	2.			
124.	11.50			
20.	210.			
150.79		5635	~~9440~~ ~~3370~~ ~~5185~~ 5785	~~10135~~ ~~9605~~ ~~10820~~ 11420

MAIN ROLLS
VOLT. PAGE

	TOTAL PERSONAL PROPERTY
	45-595
	750
	1165
	645

STATE OF CALIFORNIA, }
County of Sonoma } ss.

I hereby swear or affirm that this statement, together with [illegible] made in good faith, and is, to the best of my knowledge and belief, [illegible] and such statement, together with any similar statements currently filed, includes [illegible] owned, possessed or controlled by the herein named, in the County of Sonoma, [illegible] ornia, on the first Monday in March at 12 noon.

Cecil S Litton
Name of Taxpayer

Subscribed and sworn to before me this 28 day of Mar [illegible]
ROBERT J. McMULLEN, Assessor
By [illegible] Deputy Assessor

C S Litton
Name of Taxpayer

Subscribed and sworn to before me this 21 day of June [illegible]
ROBERT J. McMULLEN, Assessor
By Peter Vetterseid Deputy Assessor

C S Litton
Name of Taxpayer

Subscribed and sworn to before me this 8 day of Mar [illegible]
ROBERT J. McMULLEN, Assessor
By [illegible] Deputy Assessor

C S Litton
Name of Taxpayer

Subscribed and sworn to before me this 23 day of Mar [illegible]
ROBERT J. McMULLEN, Assessor
By [illegible] Deputy Assessor

APPENDIX 5:
1961 AERIAL PHOTO (Detail)
Source: Sonoma County Assessor-Recorder

APPENDIX 6:
1950 LEASE (First page)
Source: Sonoma County Assessor-Recorder

BOOK 660 PAGE 43

LEASE [illegible] AGREEMENT

THIS INDENTURE, made in the City of Santa Rosa, County of Sonoma, State of California, on the first day of February, 1950, by CECIL E. LITTON residing on the West Side Road near Healdsburg, California (herein called the "Lessor") and VENTURACCI and KNOX, a partnership consisting of Neil Venturacci, Bruno Venturacci and Charles Knox, doing business at 113 Ninth Street, Santa Rosa, California (herein called the "Lessee"), WITNESSETH;

A - WHEREAS, the Lessor is one of a group of hop growers in the vicinity of the Russian River south of Healdsburg, California; and

B - WHEREAS, the Lessor and the other hop growers who are his friends and neighbors are desirous of securing the services of a competent hop picker; and

C - WHEREAS, the Lessor has entered into a hop picking contract with the Lessee wherein the Lessee is to pick hops through the use of a hop picking machine; and

D - WHEREAS, the Lessee is the owner of, or has under its control, a Davenhauer hop picking machine; and

E - WHEREAS, it is necessary, as part of the successful operation of said machine, to construct a particular type of building to house it; and

F - WHEREAS, it is necessary, in order that the Lessee may properly carry out the terms of the contract with the Lessor and his friends and neighbors for the picking of his hops, to maintain the said hop picking machine in a building near the places of operation of the picking of hops; and

G - WHEREAS, the Lessor is desirous of aiding and assisting his friends and neighbors with the respect to the harvesting of their respective hop crops; and

H - WHEREAS, the Lessor recognizes that if he is able to provide assistance to his friends and neighbors, as aforementioned, it will constitute a good and valuable consideration to him.

NOW, THEREFORE, it is mutually agreed as follows:

1 - That the Lessor shall lease to the Lessee an area of ground approximately 100 yards in length along the West Side Road and extending in depth away from the said West Side Road a distance of 100 yards, forming a rectangular area. The northerly boundary of the property shall commence on the West Side Road at a point about five hundred yards north of the Wohn residence, and the southerly boundary shall commence at a point on the said West Side

May 9, 2018

Mr. David Ramey
Ramey Vineyards LLC
P.O. Box 788
Healdsburg, CA 95448

Response to Caltrans Comments on the "Traffic Study for the Ramey Winery"

Dear Mr. Ramey;

We are in receipt of comments from Caltrans on the traffic analysis prepared for the Ramey Winery project (UPE14-0008) as contained in a letter dated September 14, 2017 to Ms. Traci Tesconi from Ms. Patricia Maurice. As requested by Ms. Tesconi, the following information is provided in response to these comments. The Caltrans headings are provided along with a summary of comment for ease of review.

Operations Analysis

Caltrans indicated a concern about conflicts at the Westside Road interchange with US 101, and requests a traffic study that includes the trip generation and distribution. This information is available in the March 10, 2016, traffic study prepared for the project. Because the project generates fewer than 20 peak hour trips, analysis would only be required if the project affects a State facility that operates at LOS E or F. The section of US 101 north of Windsor is expected to operate acceptably under long-term future volumes in its current configuration according to the *Sonoma County GP 2020 Draft EIR*, therefore analysis of the project's potential impacts on this segment of the freeway is not warranted.

Travel Demand Analysis

Caltrans recommended that a VMT analysis be provided. However, the County has not yet established guidance for preparing a VMT analysis, nor have standards been adopted against which findings could be measured. Further, the guidance provided by the Office of Planning and Research is insufficient to address the trips generated by a winery. It is therefore premature to prepare a VMT analysis. It is noted that the potential safety issues as well as adequacy of facilities for pedestrians and bicyclists are addressed in the traffic study, as discussed in the final two bullets of this section of the comment letter.

Vehicle Trip Reduction

While the project is of insufficient size to establish a robust program for managing transportation demand, the applicant will be providing bicycle parking, which is one of the potential trip-reducing measures. Given the rural nature of the project and limited number of employees, implementation of any of the other typical Transportation Demand Management measures is infeasible.

Multimodal Planning

The project will have a driveway on Westside Road, which provides a connection to the proposed Class III bike route. No additional facilities are planned or proposed.

Traffic Impact Fees

The County has an established fee to mitigate traffic impacts by private development that it is assumed will be collected from the applicant.

Transportation Permit

Should there be a need for an oversized or excessive load vehicle to travel to the site, the appropriate permit will be required of the shipper.

We hope this information is adequate to address the Caltrans comments. Please feel free to contact me if there are any questions regarding this information or our conclusions. Thank you for giving us the opportunity to provide these services.

Sincerely,

Dalene J. Whitlock, PE, PTOE
Principal

DJW/djw/SOX472.R2CC

County of Sonoma
Permit & Resource Management Department

MEMO

DATE: August 9, 2018

TO: Honorable Supervisor Gore, Chairman of the Board
Supervisor Gorin
Supervisor Rabbitt
Supervisor Zane
Supervisor Hopkins
Sheryl Bratton, County Administrator

FROM: Traci Tesconi, Supervising Planner

SUBJECT: UPE14-0008 Ramey Winery Appeal Hearing Scheduled for Tuesday, August 14, 2018

Recommended change to Condition No. 117 of the Draft Board of Supervisors Conditions of Approval

---

On September 21, 2017, the above referenced project was approved by the Board of Zoning Adjustments. An appeal of the approval was filed by public interest groups and local residents. The appeal hearing before the Board of Supervisors has been set for Tuesday, August 14th at 1:45 P.M.

Within the Use Permit record and project description, the request includes food and wine pairing in the public and reserve tasting rooms. To clarify the record, staff is recommending the following change to Condition No. 117 in the Draft Board of Supervisors Conditions of Approval as follows:

Condition No. 117. *Food Service Condition:*

A restaurant, café, delicatessen or any other food service offering cooked-to-order food is prohibited. Table service, retail sales of cooked or prepared food or menu items are prohibited in the tasting room, except ***that*** *within the* ***public*** *and reserve tasting room****s*** *for food and wine pairings as noted below. The following types of food service are allowed under this permit:*

a. Samples or tastes of pre-packaged food, such as crackers, nuts or other palette cleansers, featuring local foods and food products offered in conjunction with wine tasting.

b. Prepared meals or appetizers featuring local foods and food products offered in conjunction with agricultural promotional events, such as wine club parties, and winemaker dinners, and with food and wine pairings as limited below. Such meals/appetizers may be prepared in a food preparation area prior to serving as

described on the approved project floor plan. The preparation area can include counter space, a double sink, microwave oven(s), warming oven(s), refrigeration, a stove or range, and an exhaust hood.

c. Retail sales of pre-packaged food not associated with the activities described in a) and b) are allowed in conjunction with wine tasting subject to the following limitations:

i) Retail sales of pre-packaged food featuring local foods and food products shall be permitted only during tasting room hours as approved by this Use Permit.

ii) Retail sales of pre-packaged food available for on-site consumption only.

iii) No indoor seating area or table service is permitted in conjunction with retail sales of pre-packaged food. Outdoor seating areas are permitted for use as outdoor picnic areas.

iv) No off-site signs advertising retail sales of pre-packaged food is permitted. All project signage shall conform to the Zoning Code Sign Regulations.

Food and Wine Pairing:

*Seating in the **public** and reserve tasting room**s** shall be limited to15 seats and no more than 15 persons.*

Food and wine pairings shall be selected by the winery with no menu options allowed.

Such pairing shall be limited to small appetizer-like portions, are limited to no more than four days per week and no more than twice per day at specified times (11:00 a.m. and 2:00 p.m.) avoiding the lunch hour and shall not be open to drop in guests.

Attachment: Draft Board of Supervisors Conditions of Approval for UPE14-0008

cc: Warren Watkins representing Healdsburg Citizens for Sustainable Solutions, Maacama Watershed Alliance, Forest Unlimited, Sonoma Coast Rural Preservation, and Todd Everett, appellants.
David and Carla Ramey, applicants
Carle Mackie Power & Ross LLP, Attention Ms. Kim Corcoran
Mr. Tennis Wick, Director of Permit Sonoma
Ms. Jennifer Barrett, Deputy Director of Permit Sonoma
Ms. Leslie Thomsen, Deputy County Counsel
File UPE14-0008

SONOMA COUNTY BOARD OF SUPERVISORS

Draft Conditions of Approval and Mitigation Monitoring Plan
Exhibit A

Staff:	Traci Tesconi	**Date:**	August 14, 2018
Applicant:	David and Carla Ramey Trust	**File No.:**	UPE14-0008
Owner:	David and Carla Ramey Trust	**APN:**	110-240-031, -032 and -040
Address:	7097 Westside Road, Healdsburg		

Project Description: Request for a Use Permit to construct a new winery building with a maximum annual case production of 60,000 cases and a new wine cave on the west side of the project site. On the east side of the project site is the conversion of a historic hop kiln building to a public tasting room and conversion of a historic hop bale barn to a reserve tasting room with a two-guest room marketing accommodation on the upper floor. The request also includes 20 agricultural promotional events per year with a range of maximum guests (10 events with 30 guests, 5 events with 60 guests, and 5 events with 120 guests) and participation in industry wide events totaling two event days per year with a maximum of 300 guests on 75 acres. On the west side of the project site, agricultural promotional events would be limited to a maximum of 30 guests and industry wide events will not be held on this side of the project site. A four- year Use Permit term to activate the permit is requested under Section 26-92-130 of the Zoning Code. No weddings, receptions, concerts, or non-agricultural related events are permitted under this Use Permit.

Prior to commencing the use, evidence must be submitted to the file that all of the following non-operational conditions have been met.

1. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of $50.00 (or latest fee in effect at time of payment) for County Clerk processing, and $2,216.25 (or latest fee in effect at time of payment) because a Mitigated Negative Declaration was prepared, for a **total of $2,266.25 made payable to Sonoma County Clerk** and submitted to PRMD. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.

BUILDING:

2. The applicant shall apply for and obtain building related permits from the Permit and Resource Management Department (PRMD). The necessary applications appear to be, but may not be limited to, site review, building permit, and grading permit.

3. Prior to initiation of the approved use, the project shall comply with the accessibility requirements set forth in the most recent California Building Code (CBC), as determined by the PRMD Building Division. Such accessibility requirements shall apply to all new construction and remodeling and, where required by the CBC, to retrofitting of the existing structure.

4. The business operator shall post a sign that includes the phone number for a current job manager for the benefit of neighbors. The job manager can be contacted if there are any problems associated with the construction process site such as dust, storm water runoff, hours of operation, equipment noise, traffic issues or lack of compliance with any project conditions of approval.

5. Any wine cave used for guided tours or public/private assembly shall comply with the model California Codes including, but not limited to exiting, fire suppression, lighting and accessibility regulations.

HEALTH:

"The conditions below have been satisfied BY _____ DATE _____

PRIOR TO BUILDING PERMIT AND VESTING THE USE PERMIT:

Water:

6. Prior to building permit issuance the applicant shall have the proposed water supply system evaluated for potential contamination or pollution via backflow by an American Water Works Association certified Cross Connection Control Specialist. The recommendations for cross connection control shall, at a minimum, meet the requirements of the 2013 California Plumbing Code and subsequent editions adopted by Sonoma County. A copy of the report must be submitted to the Project Review Health Specialist for review.

   If the applicant has been required to do a cross-connection control survey by the California Department of Public Health, then a copy of that survey may be submitted to meet this condition within 120 days after occupancy.

7. Prior to building permit issuance and project operation, provide the Project Review Health Specialist with the bacteriological (E. Coli and total coliform) arsenic and nitrate analysis results of a sample of your water tested by a State-certified lab. If the analysis shows contamination, the applicant will be required to treat the well per County requirements and re-test the well. If the contamination cannot be cleared from the well destruction under permit of this Department may be required.

8. Prior to the issuance of building permits the applicant shall provide an engineered design of the water supply system, construct and/or develop the water sources (wells and/or springs), complete the appropriate water quality testing and apply for a water supply permit from the State Drinking Water Program because it has determined that more than 25 persons per day for 60 days within a year will be served by the water system. A copy of the Use Permit application and conditions must be provided to the State Drinking Water Program in order to obtain appropriate raw water source sampling requirements. (This process should begin as soon as possible, as the application, plan check and sampling will take some time.) Prior to the issuance of building permits, copies of the clearance letter must be submitted to the Project Review Health Specialist, or the State Drinking Water Program may e-mail clearance directly to PRMD.

9. The water supply well is required to have a 50-foot annular seal prior to vesting the Use Permit. Annular seals are installed at the time of construction of the water well, and are very difficult (and sometimes impossible) to retro-fit in an economic manner. If documentation of a 50-foot annular seal cannot be obtained, then a new water well may be required.

10. Prior to the issuance of any building permit an Easement is required to be recorded for this project to provide Sonoma County personnel access to any on-site water well serving this project and any required monitoring well to collect water meter readings and groundwater level measurements. Access shall be granted Monday through Friday from 8:00 a.m. to 5:00 p.m. All Easement language is subject to review and approval by PRMD Project Review staff and County Counsel prior to recordation.

11. Prior to building permit issuance, a water well serving this project shall be fitted with a groundwater level measuring tube and port, or electronic groundwater level measuring device. Water meter(s) to measure all groundwater extracted for the permitted use shall be installed on the water system. A Site Plan showing the location of the well with the groundwater level measuring device and the location of the water meter(s) shall be submitted to the PRMD Project Review Health Specialist.

Septic:

12. Prior to building permit issuance and vesting the Use Permit, the applicant shall obtain a permit for the sewage disposal system. The system may require design by a Registered Civil Engineer or Registered Environmental Health Specialist and both soils analysis, percolation and wet weather testing may be required. Wet weather groundwater testing may also be required. The sewage system shall meet peak flow discharge of the wastewater from all sources granted in the Use Permit and any additional sources from the parcel plumbed to the disposal system, and shall include the required reserve area.

This project is approved for agricultural promotional events and shall provide septic system capacity in accordance with PRMD Policy 9-2-31 (available on PRMD's website under Policy and Procedures). The project septic system shall be designed to accommodate 100 % percent of the wastewater flow from an event with 60 guests, in addition to peak wastewater flows from all other sources plumbed to the septic system, including the 15 employees listed in the traffic study.

If a permit for a standard, innovative or experimental sewage disposal system sized to meet all peak flows cannot be issued, then the applicant shall revise the project (fees apply and a hearing may be required) to amend the Use Permit to a reduced size, not to exceed the on-site disposal capabilities of the project site and attendant easements. The Project Review Health Specialist shall receive a final clearance from the Well and Septic Section that all required septic system testing and design elements have been met.

13. Application for wastewater discharge requirements shall be filed by the applicant with the North Coast Regional Water Quality Control Board. Documentation of acceptance of a complete application with no initial objections or concerns by the Regional Water Quality Control Board shall be submitted to the Project Review Health Specialist prior to building, grading for ponds or septic permit issuance (if the Regional Water Board Water Resource Engineer or Environmental Specialist have objections or concerns then the applicant shall obtain Waste Discharge Requirements prior to building permit issuance). A copy of the Waste Discharge Permit shall be submitted to the Project Review Health Specialist prior to issuance of a Certificate of Occupancy or project operation and vesting the Use Permit.

14. In-room Jacuzzi tubs, hot tubs or any other over-size tub designed for use by two or more persons, or any common area Jacuzzi or hot tub, or Vichy Shower shall not be allowed unless they are specified in the septic system analysis and additional capacity in the septic system is allocated for their use.

15. Toilet facilities shall be provided for patrons and employees prior to vesting the Use Permit. A copy of the Floor Plan showing the location of the restrooms shall be submitted to the Project Review Health Specialist prior to issuance of building permits.

16. Prior to building permit issuance and vesting the Use Permit, sewage disposal system(s) shall be evaluated relative to the proposed wine cave(s). If the floor of the wine cave(s) are lower than any wastewater disposal field or septic tanks, a minimum 50-foot setback from any tanks, sumps, and septic disposal field shall be maintained. The Project Review Health Specialist shall receive a Topographic Map created by a Civil Engineer, Surveyor or REHS depicting the septic system and wine cave components for review.

<u>Consumer Protection:</u>

17. Prior to the issuance of building permits and the start of any on-site construction, plans and specifications for any food facility that provides food or beverage to the public must be submitted to, and approved by the Department of Health Services, Environmental Health & Safety Section. Be advised that major expenses can be triggered relating to the need for commercial exhaust hoods, fire suppression systems, food storage space and walk in refrigerators/freezers dependent upon the scale of food service and the menu items selected. Early consultation with Environmental Health & Safety is recommended. All food service on this site shall be limited to the scale, scope, frequency and any menu limitations specified under the Planning conditions in this Use Permit.

    If the project will operate under a Wine Tasting Room Exemption, the exemption requires:

    a. Proof of a State Wine Grower License (Alcoholic Beverage Control 02 license).

    b. A statement that the wine tasting facility will not offer for sale, food or beverage for onsite consumption (with the exception of the actual wine tasting, prepackaged non-potentially hazardous beverages and crackers).

    c. Note that this Use Permit requires that if any of the following items are new or replacement installations they shall be built to CalCode standards: all flooring, counter tops, restrooms and sinks in the food or beverage service area. The goal is to minimize the need to replace new materials when a small change in the menu triggers the need for a Food Facility permit.

Contact the Department of Health Services, Environmental Health & Safety Section at 565-6565 for information and instructions. An e-mail of the approval from the Environmental Health & Safety Section or a copy of the Plan Check Approval shall be presented to the Project Review Health Specialist to verify compliance with requirements of the California Retail Food Code (CalCode).

Solid Waste:

18. Prior to building permit issuance, the applicant shall submit a design for trash enclosures and recycling areas for review and approval by the PRMD Building Plan Check Section. (Fees may apply.) Note that trash trucks must have at least a 32-foot turning radius at the trash enclosure and the dumpster must have 16 feet of overhead clearance.

Noise:

19. Prior to the issuance of building permits, noise mitigations shall be photocopied from the Noise Study Addendum and attached to the building plans submitted for plan check.

20. NOTE ON GRADING, IMPROVEMENT, AND BUILDING PLANS:

Construction activities associated with this project shall be restricted as follows:

a. All internal combustion engines used during construction of this project will be operated with mufflers that meet the requirements of the State Resources Code, and, where applicable, the Vehicle Code. Equipment shall be properly maintained and turned off when not in use.
b. Except for actions taken to prevent an emergency, or to deal with an existing emergency, all construction activities shall be restricted to the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. and 5:00 p.m. on weekends and holidays. If work outside the times specified above becomes necessary, the applicant shall notify the PRMD Project Review Division as soon as practical.
c. There will be no starting up of machines nor equipment prior to 7:00 a.m, Monday through Friday or 9:00 am on weekends and holidays; no delivery of materials or equipment prior to 7:00 a.m nor past 7:00 p.m, Monday through Friday or prior to 9:00 a.m. nor past 7:00 p.m. on weekends and holidays and no servicing of equipment past 7:00 p.m., Monday through Friday, or weekends and holidays. A sign(s) shall be posted on the site regarding the allowable hours of construction, and including the developer's phone number for public contact.
d. Pile driving activities shall be limited to 7:30 a.m. to 7:00 p.m. weekdays only.
e. Construction maintenance, storage and staging areas for construction equipment shall avoid proximity to residential areas to the maximum extent practicable. Stationary construction equipment, such as compressors, mixers, etc., shall be placed away from residential areas and/or provided with acoustical shielding. Quiet construction equipment shall be used when possible.
f. The Permit Holder shall designate a Project Manager with authority to implement the mitigation prior to issuance of each building/grading permit. The Project Manager's phone number shall be conspicuously posted at the construction site. The Project Manager shall determine the cause of noise complaints (e.g. starting too early, faulty muffler, etc.) and shall take prompt action to correct the problem.

Mitigation Monitoring: PRMD staff shall ensure that the note listed above has been placed on all grading, building, and improvement plans prior to issuance of permits. Any noise complaints will be investigated by PRMD staff. If violations are found, PRMD shall seek voluntary compliance from the permit holder and thereafter may initiate an enforcement action and/or revocation or modification proceedings, as appropriate. (Ongoing)

Vector Control:

21. A Mosquito and Vector Control Plan acceptable to the Marin-Sonoma Mosquito and Vector Control District (telephone 707-285-2200) shall be submitted prior to bringing the public onto a property with ponds. The Project Review Health Specialist shall receive a copy of the Mosquito and Vector Control Plan and an acceptance letter from the Marin-Sonoma Mosquito and Vector Control District.

PRIOR TO OCCUPANCY:

Noise:

22. Prior to issuance of temporary or final occupancy of the winery building, or vesting the Use Permit, to reduce noise levels from heavy trucks using the truck loading and turn around area, and from bottling noise, the height of the retaining wall on the south side of the loading area shall be extended to 6- feet above existing grade (above the retaining wall as depicted on project plans) and shall consist of masonry materials to act as a noise barrier. This noise barrier/retaining wall with a height of 6-feet above the existing ground level shall extend for 100-feet parallel to the southerly property line boundary of the winery site. The barrier height in relation to building pad elevation must be certified by the project engineer. The sound consultant shall confirm in writing that the design, location, and final construction of the noise barrier/retaining wall complies with the required noise standards as described in the Noise Study Addendum, prepared by Illingworth and Rodkin, dated August 16, 2017. (Refer to Sheets A0.00, A1.02, and A2.04 of the Project Plans, dated August 16, 2017).

    Mitigation Monitoring: Prior to temporary or final occupancy of the winery building or vesting of the Use Permit, a letter from the sound consultant shall be submitted to the Project Review Health Specialist confirming the noise barrier/retaining wall consisting of masonry materials has been located, designed, and constructed in accordance with the recommendations as described in the Noise Study Addendum, prepared by Illingworth and Rodkin, dated August 16, 2017.

23. The southern façade and part of the eastern façade of the Mechanical Equipment Room of the winery building shall be designed and constructed as solid walls with any and all materials recommended by the sound consultant to ensure a 28+ dBA reduction and meet 42dBA nighttime standard per adjusted Table NE-2 (Refer to Sheet A1.12 of the Project Plans, dated August 16, 2017).

    Mitigation Monitoring: Prior to issuance of any building permit for the winery building, project plans shall depict the southern façade and part of the eastern façade of the Mechanical Equipment Room of the winery building shall be installed with solid walls. Prior to temporary of final occupancy of the winery building, a letter from the sound consultant shall be submitted to the Project Planner confirming the solid walls have been constructed in accordance with the recommendations as described in the Noise Study Addendum dated August 16, 2017.

24. Prior to temporary or final occupancy of the winery building or tasting room buildings, a long term, on-going Noise Management and Monitoring Plan for event activities shall be submitted to the PRMD Project Review Health Specialist and found to be acceptable. The plan shall address potential cumulative noise impacts from all events in the area. Implementation of the on-going Noise Management and Monitoring Program shall be required upon operation of the project.

Septic:

25. Prior to building occupancy, all wastewater plumbing shall be connected to a sewage disposal system that has been constructed under permit for the proposed use by the PRMD Well and Septic Section. The Project Review Health Specialist shall receive a final clearance from the

District Specialist that all required septic system testing, design elements, construction inspections and any required operating permits have been met.

Wine Caves and Radon Gas:

26. Prior to completion of wine cave excavation, radon gas exposure shall be tested by an Electret-Passive Environmental Radon Monitor (E-PERM) or other method as approved by PRMD. A copy of the lab report shall be submitted to the Project Review Health Specialist. If radon gas is found to be present in excess of 25 pCi/L, then mitigation methods shall be implemented into the wine cave design.

27. Following construction but prior to wine cave operation, radon gas exposure shall be re-tested by an E-PERM or other method as approved by PRMD. A copy of the lab report shall be submitted to the Project Review Health Specialist. Where radon is found to be in excess of 100 pCi/L in areas where winery workers or guests are exposed, appropriate mitigation measures (such as continuous ventilation during human occupancy) shall be taken to comply with OSHA regulations. Where radon is found to be in excess of 25 pCi/L (25% of the maximum allowable exposure limit), airborne radioactive area signs shall be posted to conform to OSHA regulations.

OPERATIONAL REQUIREMENTS:

Water:

28. The property owner or lease holder shall have the backflow prevention assembly tested by an American Water Works Association certified Backflow Prevention Assembly Tester at the time of installation, repair, or relocation and at least on an annual schedule thereafter.

29. A safe, potable water supply shall be provided and maintained.

30. (a) The location of the wells, and groundwater elevations and quantities of groundwater extracted for this use shall be monitored quarterly and reported to PRMD in January of the following year pursuant to Section WR-2d of the Sonoma County General Plan and County policies. Annual monitoring fees shall be paid at the rate specified in the County Fee Ordinance. If the County determines that groundwater levels are declining in the basin, then the applicant shall submit and implement a Water Conservation Plan, subject to review and approval by PRMD.

    (b) The Permit Holder/Applicant shall not grant any future well easements or agreements which would allow water from the project site wells to be used by third parties or to be transferred for off-site use.

31. Required water meters shall be calibrated, and copies of receipts and correction factors shall be submitted to PRMD Project Review staff at least once every five years.

Septic:

32. Maintain the Annual Operating Permit for any package treatment plant, alternative (mound or pressure distribution) or experimental sewage disposal system installed per Sonoma County Code 24-32, and all applicable Waste Discharge Requirements set by the Regional Water Quality Control Board.

33. Use of the on-site wastewater disposal system shall be in accordance with the design and approval of the system.

34. All future sewage disposal system repairs shall be completed in the Designated Reserve areas and shall meet Class I Standards. Alternate reserve areas may be designated if soil evaluation and testing demonstrate that the alternative reserve area meets or exceeds all of the requirements that would have been met by the original reserve area. If wastewater ponds or a

package treatment plant are needed, then a modification of the Use Permit may be required, as determined by PRMD.

35. When permitted agricultural promotional events exceed 60 persons, the permit holder shall provide portable toilets meeting the following minimum requirements:

    a. An adequate number of portable toilets shall be provided, but in no case shall the number of portable toilets be less than one toilet per one hundred (100) event employees and visitors per day for day use.

    b. Portable hand washing facilities shall be provided with all portable toilets used for serving visitors or the public. Employees serving food to visitors or the public must have access to permanently plumbed running hot and cold water sinks plumbed to a permitted on-site wastewater treatment system or public sewer.

    c. Portable toilets shall be serviced as needed, but in no case less than once every seven days.

    d. The applicant shall provide an accessible portable restroom on the job site where required by Federal, State or local law, including but not limited to, requirements imposed under OSHA, the Americans with Disabilities Act or Fair Employment and Housing Act.

    e. Portable toilets shall not be brought on-site prior to 48 hours before the special event and shall be promptly serviced and removed within 48 hours after the special event.

    f. If complaints are received by PRMD regarding the number of available portable toilets that PRMD deems a valid complaint, the applicant or current operator of the Use Permit shall increase the number of portable toilets and/or increase the frequency of maintenance of the portable toilets for the remainder of the agricultural promotional event and at future agricultural promotional events as directed by PRMD. The property owner and/or his agent(s) are expected to maintain portable toilets and hand washing units so that:

        i) The holding tank does not leak or overflow.
        ii) Toilet paper is promptly replaced when the dispenser runs out.

        iii) Water, paper towels and soap are promptly replaced when the hand washing units run out.

        iv) The wait to use a portable toilet shall not be so long that people use alternatives to sanitary restroom facilities.

        v) Reliance upon portable toilets shall not create a public nuisance.

36. Portable toilets and portable hand-washing facilities shall be placed and maintained for employees as needed on the work sites, but in no case shall they be serviced less than once per three days when 24 hour operations are conducted, and once per seven days when only daytime operations are conducted. The permitee shall provide an accessible portable restroom on the job site where required by Federal, State or local law, including but not limited to, requirements imposed under OSHA, the Americans with Disabilities Act or Fair Employment and Housing Act.

<u>Consumer Protection:</u>

37. Obtain and maintain all required Food Facility Permits from the Sonoma County Environmental Health Division if required for the wine tasting activities approved in this Use Permit. State law allows for a wine tasting exemption from a Food Facility Permit. However, in order to qualify for the wine tasting exemption State law requires that no food or beverage be sold for on-site consumption except for wine tasting, prepackaged non-potentially hazardous beverages and crackers. No food or beverage shall be sold for off-site consumption except for bottles of wine

and prepackaged non-potentially hazardous beverages. Contact the Environmental Health Division at 565-6547 for information and instruction sheet. Note that no food service exceeding the limits specified under the planning conditions shall be authorized on this site by the issuance of any retail food facility permit, catering permit, mobile food vendor permit or building permit.

38. Obtain and maintain all required Food Industry Permits from the Sonoma County Environmental Health Division prior to serving any food.

Noise:

Noise shall be controlled in accordance with Table NE-2 (or an *adjusted* Table NE-2 with respect to ambient noise as described in General Plan 2020, Policy NE-1c,) as measured at the exterior property line of any affected residential or sensitive land use:

ABLE NE-2: *Adjusted* Maximum Allowable **Exterior Noise** Exposures

Hourly Noise Metric[1], dBA	Daytime[1] (7 a.m. to 10 p.m.)	Nighttime[1] (10 p.m. to 7 a.m.)
L50 (30 minutes in any hour)	45	40
L25 (15 minutes in any hour)	50	45
L08 (4 minutes 48 seconds in any hour)	55	50
L02 (72 seconds in any hour)	60	55

[1] The sound level exceeded n% of the time in any hour. For example, the L50 is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L02 is the sound level exceeded 1 minute in any hour.
[2] This table has been adjusted downward by 5dB for simple tone noises, music and speech.

TABLE NE-2: *Adjusted* Maximum Allowable **Special Event** Noise Exposures

Hourly Noise Metric[1], dBA	Daytime[2] (7 a.m. to 10 p.m.)	Nighttime[2] (10 p.m. to 7 a.m.)
L50 (30 minutes in any hour)	45	40
L25 (15 minutes in any hour)	50	45
L08 (4 minutes 48 seconds in any hour)	55	50
L02 (72 seconds in any hour)	60	55

[1] The sound level exceeded n% of the time in any hour. For example, the L50 is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L02 is the sound level exceeded 1 minute in any hour.
[2]This table has been adjusted downward by 5 dB due to events with speech and music.

39. No nighttime heavy truck deliveries and/or shipments is permitted, and no nighttime bottling is permitted between the hours of 10 P.M. and 7 A.M.)

Mitigation Monitoring: Any noise complaints will be investigated by PRMD staff. If violations are found, PRMD shall seek voluntary compliance from the permit holder and thereafter may initiate an enforcement action and/or revocation or modification proceedings, as appropriate. (Ongoing

40. Based on the Noise Element of the General Plan, the Environmental Noise Assessment prepared by Illingworth and Rodkin, dated March 7, 2017, and the Addendum dated August 16, 2017; and the current Site Plan; the following operational noise limitations apply to each of the buildings or site features on the project site:

    1. At the **Winery building** (*west side* of Westside Rd):
        - The use of amplified music or sound systems is not permitted either indoors or outdoors. This does not restrict the use of small personal music devices or personal computer music devices used by employees of the winery.
        - Acoustical music is not permitted either indoors or outdoors.

    2. At the **two tasting room buildings** (*east side* of Westside Rd):
        - The use of amplified music and sound is permitted indoors during daytime hours up to 9 P.M., with doors and windows closed.
        - The use of loud instruments (drums, cymbals, horns, and similar instruments) and acoustical music is permitted indoors with doors and windows closed.
        - Amplified music within the two tasting room buildings shall be maintained at normal, not peak amplification levels, such that the L50 level of the amplified music not exceed 72 dBA at a distance of 50 feet.
        - The use of outdoor music or sound systems is not permitted around the tasting room buildings.

    3. At **Picnic Walnut Grove** (*east side* of Westside Rd):
        - The use of outdoor amplified music or sound systems is not permitted in this area.
        - The use of loud instruments (drums, cymbals, horns, and similar instruments) is not permitted in this area.
        - The use of outdoor amplified speech is permitted, but limited to using a sound system mechanically set to limit the volume level to 78 dBA at 50 feet.
        - The use of quieter, **non-amplified,** acoustic musical instruments (such as piano, stringed instruments, woodwinds, flute, etc.) not exceeding the level of ordinary conversations of 60 dBA at 3 feet, is permitted outdoors in the Picnic Walnut Grove, during daytime hours only, and when in compliance with the *Adjusted* Noise Element of the Sonoma County General Plan and shall cease by 9 P.M.

    4. Outdoor event activities, including outdoor wine tasting, are only permitted at the Picnic Walnut Grove area, as depicted on the approved Site Plan.

    Mitigation Monitoring**:** If noise complaints are received from nearby residents, and they appear to be valid complaints in PRMD's opinion, then the applicant shall conduct a Noise Study to determine if the current operations meet noise standards and identify any additional noise Mitigation Measures if necessary. A copy of the Noise Study shall be submitted to the Project Review Health Specialist within sixty days of notification from PRMD that a noise complaint has been received. The owner/operator shall implement any additional Mitigation Measures needed to meet noise standards.

41. Agricultural promotional events shall not consist of weddings, concerts, dances or personal/business parties, but shall consist of wine marketing events, wine pairing meals or events promoting a specific aspect of Sonoma County agriculture.

    Mitigation Monitoring: If noise complaints are received from nearby residents, and they appear to be valid complaints in PRMD's opinion, then the applicant shall conduct a Noise Study to determine if the current operations meet noise standards and identify any additional noise Mitigation Measures if necessary. A copy of the Noise Study shall be submitted to the Project Review Health Specialist within sixty days of notification from PRMD that a noise complaint has been received. The owner/operator shall implement any additional Mitigation Measures needed

to meet noise standards.

Solid Waste:

42. All garbage and refuse on this site shall accumulate or be stored in non-absorbent, water-tight, vector resistant, durable, easily cleanable, galvanized metal or heavy plastic containers with tight fitting lids. No refuse container shall be filled beyond the capacity to completely close the lid. Garbage and refuse on this site shall accumulate or be stored for no more than seven calendar days, and shall be properly disposed of at a County Transfer Station or County Landfill before the end of the seventh day.

Smoking:

43. Smoking is prohibited at any public event, in any dining area, service area (including entry lines or ticket purchase lines) and in any enclosed area that is a place of employment (Sonoma County Code 32-6). "No Smoking" signs shall be conspicuously posted at the point of entry into every building where smoking is prohibited by Chapter 32 of the Sonoma County Code. The California Health and Safety Code (section 113978) also requires the posting of "No Smoking" signs in all food preparation areas, all retail food storage areas, and all food utensil washing areas. Note that Health and Safety Code section 113781 definition of food includes any beverage intended for human consumption.

44. A "Designated Smoking Area" may be established in unenclosed areas consistent with Sonoma County Code section 32-3. Designated Smoking Areas must be at least 25 feet away from any building or area where smoking is prohibited, must be conspicuously identified by signs as a smoking area, and shall be equipped with ash trays or ash cans.

GRADING AND STORM WATER:

"The conditions below have been satisfied BY _____ DATE _____

45. Grading and/or building permits require review and approval by the Grading & Storm Water Section of the Permit and Resource Management Department prior to issuance. Grading permit applications shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations.

46. A drainage report for the proposed project shall be prepared by a civil engineer, currently registered in the State of California, be submitted with the grading permit application, and be subject to review and approval by the Grading & Storm Water Section of the Permit and Resource Management Department. The drainage report shall include, at a minimum, a project narrative, on- and off-site hydrology maps, hydrologic calculations, hydraulic calculations, pre- and post-development analysis for all existing and proposed drainage facilities. The drainage report shall abide by and contain all applicable items in the Drainage Report Required Contents (DRN-006) handout.

47. Drainage improvements shall be designed by a civil engineer, currently registered in the State of California, and in accordance with the Sonoma County Water Agency Flood Control Design Criteria. Drainage improvements shall be shown on the grading plans and be submitted to the Grading & Storm Water Section of the Permit and Resource Management Department (PRMD) for review and approval. Drainage improvements shall maintain off-site natural drainage patterns, limit post-development storm water levels and pollutant discharges in compliance with PRMD's best management practices guide, and shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations. Drainage improvements shall not adversely affect adjacent properties or drainage systems.

48. The applicant shall provide grading plans, prepared by a civil engineer currently registered in the State of California, which clearly indicate the nature and extent of the work proposed and include all existing and proposed land features, elevations, roads, driveways, buildings, limits of grading, adequate grading cross sections and drainage facilities such as swales, channels, closed conduits, or drainage structures. The grading plans shall abide by and contain all applicable items from the Grading Permit Required Application Contents (GRD-004) handout.

49. Portions of the proposed project are located within a Special Flood Hazard Area (SFHA) and is affected by flooding from the Russian River. No fill shall be placed within a SFHA, unless an engineering analysis demonstrates that no reduction in the flood storage capacity within the SFHA will result from the fill placement and related improvements. Any land subject to inundation by a SFHA shall be delineated and shown on the grading plans as "SUBJECT TO INUNDATION" in one-inch lettering. The base flood elevation is estimated to be at 79 feet above mean sea level. The lowest floor elevation of any habitable structure must be at 80 feet or higher above mean sea level. The grading plans shall show all elevations based upon the North American Vertical Datum of 1988 (NVGD 88).

50. As part of the grading plans, the applicant shall include an erosion prevention/sediment control plan which clearly shows best management practices to be implemented, limits of disturbed areas, vegetated areas to be preserved, pertinent details, notes, and specifications to prevent damages and minimize adverse impacts to the environment. Tracking of soil or construction debris into the public right-of-way shall be prohibited. Runoff containing concrete waste or by-products shall not be allowed to drain to the storm drain system, waterway(s), or adjacent lands. The erosion prevention/sediment control plan shall abide by and contain all applicable items in the Grading Permit Required Application Contents (GRD-004) handout.

51. Residue or polluted runoff from the crush pad or from production areas/activities shall not be allowed to drain directly to the storm drain system, waterway(s) or adjacent lands. Crush pads and production areas shall be covered or drain directly to a proper waste disposal system. No diversion valves shall be allowed.

52. Runoff from waste receptacles or outside washing areas shall not be allowed to drain directly to the storm drain system, waterway(s) or adjacent lands. Areas used for waste receptacles and outside washing areas shall be covered and be separated from the rest of the project site by grade breaks that prevent storm water run-on. Any surface water flow from a waste receptacle or outside washing area shall not be permitted to enter the storm drain system without receiving appropriate treatment.

53. If the cumulative land disturbance of the project is equal to or greater than one (1) acre, then the project is subject to National Pollutant Discharge Elimination System (NPDES) requirements and must obtain coverage under the State Water Resource Control Board's General Construction Permit (General Permit). Documentation of coverage under the General Permit must be submitted to the Grading & Storm Water Section of the Permit and Resource Management Department prior to issuance of any grading permit for the proposed project.

TRANSPORTATION AND PUBLIC WORKS:

"The conditions below have been satisfied" BY _____ **DATE** _____

54. The Applicant, his or her personal representatives, and project consultants are advised that the issuance of building permits is subject to the payment of a development fee (Traffic Mitigation Fee) as required by Section 26, Article 98 of the Sonoma County Code. The fee is computed multiplying project Average Daily Traffic (ADT) by the commercial fee in effect at the time of permit issuance. Project ADT is the sum of case production ADT and permitted event ADT.

55. To allow for the smooth and safe movement of passenger vehicles entering and exiting the public

road that provides access to the property, entry to Westside Road shall conform to AASHTO recommendations. More specifically, the Applicant shall construct all driveway entrances to meet the following criteria:

a. A minimum paved throat width of 24 feet;

b. Return curves having a pavement radius sufficient to accommodate the wheel path of the largest vehicle entering the site; the design may incorporate paved tapers to insure right-turn movements are completed without the need to enter the opposing traffic lane.

c. The driveway shall enter Westside Road as close to perpendicular as possible, but in no case shall the driveway enter the public road at more than 20 degrees from perpendicular.

d. The entrance shall be surfaced with asphalt concrete a minimum distance of 25 feet from the edge of pavement.

e. The minimum sight distance for vehicles exiting the Project driveways shall be in accordance with the findings of the W-Trans traffic study dated March 10, 2016. Prior to issuance of a building permit for the winery building or wine cave, the Applicant shall implement all stopping sight distance improvements as recommended within the study. Improvement of the westerly driveway entry shall conform to the Winery Entry Grading Plan, dated June 26, 2017, prepared by Adobe Associates, Inc. The minimum finished grade shall be established 0.75 feet below the sightline. A hardscape shall be installed along this line to preserve sight distance. Alternatively, the finished grade shall be established 1.0' below the sightline with a low-growing ground cover planted on the surface. Any trees impacting the sight triangle shall be trimmed and maintained sufficiently above the ground surface to clear sight obstructions.

f. Refer to County of Sonoma Department of Transportation and Public Works Construction Standard Drawing 814, latest revision, for private road and driveway intersection details (http://sonomacounty.ca.gov/TPW/Roads/Services/Road-Data-and-Resources/Construction-Standards/).

g. An Encroachment Permit issued by PRMD shall be obtained prior to constructing any improvements within County road right-of-way.

h. All driveway entrance improvements shall be constructed prior to occupancy of any new structure.

56. Prior to PRMD issuance of temporary or final occupancy on building permits for the winery, the Permit Holder shall obtain necessary permits to install an automated swing or rolling gate at the winery production facility (west) project driveway. Fire and emergency access shall be provided per Fire requirements. The gate shall be setback a minimum distance of 30 feet from the edge of pavement. NOTE: Placement of temporary barricades in this driveway during events does not satisfy this requirement.

Mitigation Monitoring**:** PRMD shall not issue final or temporary occupancy on the winery or tasting room buildings, until the Permit Holder has obtained all necessary permits and has installed the automated swing or rolling gate at the winery production facility (west) project driveway. Fire and emergency access shall be provided per Fire requirements. The gate shall be setback a minimum distance of 30 feet from the edge of pavement.

57. To minimize pedestrian crossings at Westside Road, the winery production facility parking lot shall remain closed to the public, with the exception of the 30-person agricultural promotional events. During the 30-person events, a Parking Attendant shall monitor the gate to control vehicle and pedestrian access and egress of the winery facility.

58. All guest parking shall be provided on the tasting room side of the public road. The Department of Transportation and Public Works requires the installation of an automated swing or rolling gate at this driveway. Fire and emergency access shall be provided per Fire requirements. The gate shall be setback a minimum distance of 30 feet from the edge of pavement. Placement of temporary barricades in this driveway during events does not satisfy this requirement.

59. The Department of Transportation and Public Works recommends the Applicant update the project overflow parking plan to account for previously identified overflow spaces that are eliminated from the production facility parking lot.

60. Under the approval of an Encroachment permit and prior to issuance of any building permits for the winery building on the west side of the project site by PRMD, modifications to the embankment and vegetation on the Permit Holder's property on the northerly side of the project's west side driveway entrance shall be completed to allow a minimum of 250-feet of sight distance needed for the critical approach speed. The plans for the modification to the embankment shall be prepared by a Registered Civil Engineer and shown on the final grading plans for the project. The details of vegetation removal shall be done by a licensed landscape architect and depicted on the final landscape plans. This area shall be maintained with hardscape materials or low lying ground vegetation.

    Mitigation Monitoring: The Permit and Resource Management Department shall not issue any grading permit or building permit until the Encroachment permit has been approved to allow the modifications to the embankment and vegetation on the Permit Holder's property on the northerly side of the project's west side driveway entrance.

61. The existing Westside Farms sign shall be removed and this area left clear to provide adequate sight distance to the north.

    Mitigation Monitoring: The Permit and Resource Management Department shall not issue any grading permit until the Westside Farms sign has been removed.

62. Agricultural promotional events on the west side of the project site are limited to a maximum capacity of 30 guests. No industry wide events shall be held on the west side of the project site.

    Mitigation Monitoring: Failure by the Permit Holder to adhere to the 30-guest maximum on the west side of the project site or holding industry-wide events on the west side of the project site is considered a violation of the Use Permit conditions and subject to modification or revocation proceedings.

63. To minimize pedestrian crossings at Westside Road, the winery production facility (west) parking lot shall remain closed to the general public. All guest parking shall be provided on the tasting room side (east) of the public road. (On-going Condition).

    Mitigation Monitoring: Failure by the Permit Holder to keep the automated gate closed to the general public is considered a violation of the Use Permit conditions and subject to modification or revocation proceedings. (On-going Condition).

64. Parking of vehicles and/or trucks associated with this winery facility is not permitted along any public or private roadways, or shared vineyard roads.

    Mitigation Monitoring: If the Permit and Resource Management Department receives complaints that vehicles and/or trucks associated with this winery facility are being parked along public roadways, PRMD staff would investigate the complaint and if the condition is violated the use permit may be subject to modification.

65. For the larger industry-wide events and agricultural promotional events of 100 guests or more, at least two parking attendants shall be on duty to direct traffic and guide the on-site parking of guest vehicles. Parking attendants shall remain on duty throughout the duration of the events.

    Mitigation Monitoring: If the Permit and Resource Management Department receives complaints that parking attendants are not on duty during the larger industry-wide events and agricultural promotional events, PRMD staff would investigate the complaint and if the condition is violated the use permit may be subject to modification.

FIRE AND EMERGENCY SERVICES:

"The conditions below have been satisfied BY _____ DATE _____

66. As a condition of approval by Sonoma County Fire and Emergency Services and the Local Fire Protection District, this project is subject to the Sonoma County Fire Safety Ordinance (Sonoma County Code). All applications for development approvals must be approved by the Sonoma County Fire Marshal, and shall be accompanied when required by code; plans, engineering calculations, and other data necessary to determine compliance with the provisions of the codes, and shall be in compliance with the following conditions: (Ref. California Code of Regulations Title-14, Division 1.5,Chapter 7, Subchapter 2, Articles 1 – 5, when located in the State Responsibility Area (SRA), & Sonoma County Code Chapter 13, Article IV, Section 13-17 & Sonoma County Code Chapter 13.

67. Prior to any construction, or changes in use of existing building or facilities, applicable Fire Code construction permits required by Chapter 1, Division II of the California Fire Code as adopted and amended by Sonoma County Code shall be obtained from the Sonoma County Fire and Emergency Services Department.
    a. The applicant or owner shall demonstrate all existing use permit conditions are in compliance and recommend changes to address previously approved conditions set by the Fire Code Official.

68. Applicant shall provide evidence to Sonoma County Fire that the fire service features for buildings, structures and premises will comply with the California Fire Code as adopted and amended by Sonoma County Code. Including but not limited to: fire apparatus access roads; access to building openings and roofs; premises identification and road naming; gate access & key boxes; fire protection water supplies; and building features.
    a. Access roads: minimum emergency access is required to provide safe access for emergency fire equipment and civilian evacuation concurrently, and to allow unobstructed traffic circulation during a wildfire or other emergency.
    i. Newly constructed access roads from every building to a public street shall be all-weather hard-surfaced (suitable for use by fire apparatus) right-of-way of an approved width and shall extend to within 150 feet (45 720 mm) of all portions of the exterior walls of the first story of buildings as measured by an approved route around the exterior of the building or,
    ii. Buildings occupying greater than 62,000 sqft in total area on the same lot shall have additional fire apparatus access roads from two separate locations or as approved by the fire code official. See appendix D section D104 the exception is deleted by county amendment.
    iii. Buildings with a average height of greater than 30-0 feet shall meet aerial access per D105
    iv. Buildings meeting the requirements of D106 and D107 shall have additional access roads as approved by the fire code official.
    b. Premises Identification and Road Naming: Approved road names & signs, address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road shall be provided.
    c. Gates: Where gates or similar barriers are installed across access roads, an approved lock shall be installed as required by the fire code official.

d. Water Supply: An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises.
e. Building features: Fire sprinklers are required and fire alarm system is required.

69. Applicant shall provide evidence to Sonoma County Fire that applicable Fire Code Operational Permits required by Chapter 1, Division II of the California Fire Code as adopted and amended by Sonoma County Code will be obtained from Sonoma County Fire or the local fire code official.

70. Applicant shall provide a written "Fire Safety and Evacuation Plan" (as required by Section 403 and 404 of the California Fire Code) to Sonoma County Fire for approval. This includes but not limited to medial trained staff, fire watch, crowd managers. This plan shall be re-evaluated at any time when requested in writing by the fire code official.

a. This shall be also provided for the special events larger than 100 persons.

71. Applicant shall provide evidence to Sonoma County Fire that there are enough parking spaces to support the proposed activity without compromising emergency access. A ratio of two persons per vehicle shall be used in making such calculations.

72. Applicant shall provide to Sonoma County Fire evidence of the type of winery cave that is on the facility – either Type-1, 2, or 3. Type 1 Winery Caves are not permitted for public access. Type-2 winery caves permit limited public access. Unless the winery cave is a Type 2 or Type 3 winery cave, it shall not be permitted to be used for any events.

a. Wine caves may be required to be sprinklered and provide a fire alarm system

73. Prior to any business operation, applicant shall provide evidence to Sonoma County Fire that the prevention, control and mitigation of dangerous conditions related to storage, dispensing, use and handling of hazardous materials will be in accordance with Chapter 50 of the California Fire Code as adopted and amended by Sonoma County Code.

a. Provide CUPA Exemption form
b. Provide CERS ID Number
c. Contact Hazmat CUPA Division for inspection clearance 707-565-1152

74. Due to the scope of this project a Fire Services Pre-Construction meeting is required at the applicant's cost with the local fire authority included.

PLANNING:

"The conditions below have been satisfied BY _____ DATE _____

75. This Use Permit is for a winery with a maximum annual production capacity of 60,000 cases with a wine cave, a public tasting room, and a reserve tasting room with a two guest-room marketing accommodation on the upper floor. The Use Permit also includes participation in two industry-wide events days per year with a maximum of 300 people on site per event and 20 agricultural promotional events per year with a range of maximum guests (10 events with 30 guests, 5 events with 60 guests, and 5 events with 120 guests). No weddings, receptions, or concerts are permitted.

On the west side of the project site at the winery, agricultural promotional event size is limited to a maximum of 30 guests, which equates to 12 vehicles using the standard ratio of 2.5 people per vehicle. Industry-wide events will not be held on this side of the project site. The agricultural promotional events on the west side will be business and marketing related technical tastings.

The 20 authorized agricultural promotional events must promote and market agricultural products

grown or processed in the County and be secondary and incidental to agricultural production. All event activities must be directly related to and promote agricultural products grown or processed on the property.

Hours of operation:

- Winery operations: Monday through Friday, 7:00 a.m. to 6:00 p.m. Non-Harvest Season
  Monday through Friday, 6:00 a.m. to 10:00 p.m. Harvest Season

- Tasting Room hours: 10:00 a.m. to 5:00 p.m., 7 days a week
- Industry- Wide events: 11:00 a.m. to 5:00 p.m., two event days per year
- Agricultural Promotional Events: Varies. 11 a.m. to 3 p.m., 9 a.m. to 9 p.m., or 6 p.m. to 9 p.m. with all clean up completed by 10:00 p.m.

Any proposed modification, alteration, and/or expansion of the use authorized by this Use Permit shall require the prior review and approval of PRMD or the Board of Zoning Adjustments, as appropriate. Such changes may require a new or modified Use Permit and additional environmental review. The use shall be operated in accordance with the proposal statement and site plan (as amended by this application) located in File No. UPE14-0008.

76. This Use Permit (UPE14-0008) shall supersede all prior Use Permits, upon implementation or when all the pre-operational conditions have been met and this Use Permit is vested.

77. Prior to temporary or final occupancy on either the hop kiln or hop bale barn, the applicant shall submit a complete application and current processing fee for Level 1 zone change to add the HD Combining Zone and Landmarks designation on APN 110-240-031 (east side of Westside Road) prior to issuance of any grading or building permit on that parcel. (Adding the HD overlay zone may be processed as a part of the Comprehensive Planning Division's semi-annual package of zone changes required as conditions of approval.)

Mitigation Monitoring: PRMD shall not allow temporary or final occupancy on either the hop kiln or hop bale barn until the applicant has submitted a complete application and current processing fee for Level 1 zone change to add the HD Combining Zone and Landmarks designation on APN 110-240-031 and-032 (east side of Westside Road).

Noise:

78. NOTE ON GRADING, IMPROVEMENT, AND BUILDING PLANS:

Construction activities associated with this project shall be restricted as follows:

a. All internal combustion engines used during construction of this project will be operated with mufflers that meet the requirements of the State Resources Code, and, where applicable, the Vehicle Code. Equipment shall be properly maintained and turned off when not in use.

b. Except for actions taken to prevent an emergency, or to deal with an existing emergency, all construction activities shall be restricted to the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. and 5:00 p.m. on weekends and holidays. If work outside the times specified above becomes necessary, the applicant shall notify the PRMD Project Review Division as soon as practical.

c. There will be no starting up of machines nor equipment prior to 7:00 a.m, Monday through Friday or 9:00 am on weekends and holidays; no delivery of materials or equipment prior to 7:00 a.m nor past 7:00 p.m, Monday through Friday or prior to 9:00 a.m. nor past 7:00 p.m. on weekends and holidays and no servicing of equipment past

7:00 p.m., Monday through Friday, or weekends and holidays. A sign(s) shall be posted on the site regarding the allowable hours of construction, and including the developer's phone number for public contact.

d. Pile driving activities shall be limited to 7:30 a.m. to 7:00 p.m. weekdays only.

e. Construction maintenance, storage and staging areas for construction equipment shall avoid proximity to residential areas to the maximum extent practicable. Stationary construction equipment, such as compressors, mixers, etc., shall be placed away from residential areas and/or provided with acoustical shielding. Quiet construction equipment shall be used when possible.

f. The Permit Holder shall designate a Project Manager with authority to implement the mitigation prior to issuance of each building/grading permit. The Project Manager's phone number shall be conspicuously posted at the construction site. The Project Manager shall determine the cause of noise complaints (e.g. starting too early, faulty muffler, etc.) and shall take prompt action to correct the problem.

Mitigation Monitoring : PRMD staff shall ensure that the note listed above has been placed on all grading, building, and improvement plans prior to issuance of permits. Any noise complaints will be investigated by PRMD staff. If violations are found, PRMD shall seek voluntary compliance from the permit holder and thereafter may initiate an enforcement action and/or revocation or modification proceedings, as appropriate. (Ongoing)

Marketing Accommodations:

79. The two guest room marketing accommodations located on the upper floor of the reserve tasting room (hop bale barn) shall not be used for commercial purposes, including, but not limited to, transient occupancy, vacation rental, hosted vacation rental, or farm stay; and a form of monetary compensation shall not be accepted or exchanged. The marketing accommodations are limited to use by private guests of the winery operator or the winery owners.

Mitigation Monitoring: If the Permit and Resource Management Department receives a complaint that the marketing accommodations are being used for occupancy beyond private guests of the winery operator or the winery owners, PRMD staff shall investigate the complaint and if the condition is violated the Use Permit may be subject to modification or revocation

Planning Fees:

80. This "At Cost" entitlement is not vested until all permit processing costs and development fees are paid in full. Additionally, no grading or building permits shall be issued until all permit processing costs and development fees are paid in full.

81. Construction of new or expanded non-residential development on each lot shall be subject to Workforce Housing Requirements pursuant to 26-89-045 of the Sonoma County Code.

PRIOR TO BUILDING/GRADING PERMIT PHASE

82. Building permits for the winery building and east side tasting room conversions shall be filed simultaneously. The applicant expects the tasting room improvements to be completed before completion of the winery building and wine cave construction. The winery building construction shall begin prior to final occupancy of the tasting room buildings to ensure the project site does not convert to stand-alone tasting rooms. The winery building construction must be completed and granted final occupancy within two years of commencement of the tasting rooms operations, or all tasting room uses shall cease until such time the winery building receives final occupancy.

83. Prior to building permit issuance for the tasting rooms, the property owners shall execute and record a Right-to-Farm declaration on a form provided by PRMD.

Design Review:

84. Prior to issuance of any grading permit for the winery or tasting room development project, a joint meeting shall be held by the Design Review Committee and Sonoma County Landmarks Commission to review and grant final approval on the site plan, building elevations, circulation, parking, landscaping, fencing, irrigation, signage, and exterior lighting plans to minimize any visual impact through design and landscaping improvements. Also, as recommended by the Board of Zoning Adjustments, the installation of solar panels on the roof of the winery building shall be reviewed and considered by DRC. The applicant shall comply with the recommendations listed on the joint DRC/Landmarks Commission Action Sheet, dated December 2, 2014, and any subsequent recommendations.

    Mitigation Monitoring: The Permit and Resource Management Department shall not issue any grading, building, or other development permit until the required plans have been given final approval from the Design Review Committee and Sonoma County Landmarks Commission. PRMD shall not issue temporary or final occupancy for any related building permit until a site inspection of the project site has been conducted by the Project Planner to verify exterior building colors, landscape improvements, signage, and exterior lighting have been installed in accordance with approved plans.

85. Prior to issuance of building permits for the winery and/or tasting room buildings, an exterior lighting plan shall be submitted to the Design Review Committee and Sonoma County Landmarks Commission for a joint-committee review and approval. Exterior lighting is required to be fully shielded from off-site views, and directed downward to prevent "wash out" onto adjacent properties or the night sky. Generally, fixtures should accept sodium vapor lamps and not be located at the periphery of the property. Flood lights are not allowed. The lighting shall be installed in accordance with the approved lighting plan during the construction phase.

    Mitigation Monitoring: The Permit and Resource Management Department shall not issue building permits for the winery and/or tasting room buildings until an exterior lighting plan has been reviewed and approved by the Design Review Committee and Sonoma County Landmarks Commission in a joint-committee review, consistent with the above mitigation measures and County standards. The Permit and Resource Management Department shall not sign off temporary or final occupancy on any related Building Permit for the winery or tasting room buildings until a site inspection of the property has been conducted that indicates all lighting improvements have been installed according to the approved plans and conditions. If light and glare complaints are received, the Permit and Resource Management Department shall conduct a site inspection and, if warranted, require that the property be brought into compliance or initiate procedures to revoke the permit.

    With implementation of the foregoing mitigation, potential impacts due to new sources of exterior lighting and glare would be reduced to a level of insignificance.

86. Additional measures for lighting impacts include: Lighting plans shall be designed to meet the Lighting Zone (LZ2 for rural) standards from Title 24 effective October 2005.

87. All exterior fixtures shall be limited to lamps (light bulbs not exceeding 100 watts.

88. The project site is subject to the VOH district requirements to mitigate for removal of any Valley Oak tree under Section 26-67-030 of the Zoning Code. Any removal of any large valley oak, or any small valley oaks having a cumulative diameter at breast height greater than sixty inches (60″), on any property within the VOH district, the Permit Holder shall mitigate the resulting valley

oak loss by one of the following measures:

(1) retaining other valley oaks on the subject property,
(2) planting replacement valley oaks on the subject property or on another site in the county having the geographic, soil, and other conditions necessary to sustain a viable population of valley oaks,
(3) a combination of measures (1) and (2), or
(4) payment of an in-lieu fee, which shall be used exclusively for valley oak planting programs in the county.

The Permit Holder has the sole discretion under the VOH district criteria to determine which mitigation measure to use to mitigate the valley oak loss. The requirements for each mitigation measure are specified in the Table under Section 26-67-030 of the Zoning Code. Prior to occupancy of the winery or tasting room building whichever is first, the mitigation measure shall be implemented.

Mitigation Monitoring: Prior to issuance of any grading or building permits, or prior to final design review before a joint meeting with the Design Review Committee/Sonoma County Landmarks Commission, an appropriate form of mitigation set forth in the Table under Section 26-67-030 of the Zoning Code shall be incorporated into the project and the projects' final landscape plan. Prior to final occupancy on the winery or tasting room buildings whichever is first, the mitigation measure shall be implemented.

89. NOTE ON GRADING PLANS**:** "In the areas of project development, construction fencing shall be installed under the drip-line of all trees that will be retained. Construction fencing shall be placed to ensure that no construction equipment, fill, staging or storage will impact the root zone of these oaks. An arborist shall inspect the location of the construction fencing to insure the root zones of the trees to remain are protected."

Mitigation Monitoring**:** PRMD shall ensure the note has been placed on all grading plans. Also prior to any grading activities the Permit Holder shall submit to the Project Planner evidence through photographs and an arborist letter that construction fencing has been installed prior to issuance of any related grading or building permits for the project.

90. Native trees to be removed greater than 6" DBH should be replaced by planting same species Plantings of native oaks on site at a ratio of 5 to 1 should be installed within the project landscape plan. It is recommended that new landscape plantings utilize as many native species as possible (shrubs and trees).

Mitigation Monitoring: PRMD shall require any planting of any replacement native oaks trees is done prior to issuance of final occupancy of the winery and tasting room buildings for the project.

91. NOTES ON GRADING, IMPROVEMENT, AND BUILDING PERMIT PLANS:

"The following cultural resource protection measures shall be included in the project:

1. All employees or others on the project site/job site shall be told that no artifacts are to be removed from the area except through authorized procedures. In this usage "artifacts" means any item over fifty (50) years of age. As a general rule artifacts greater than 100 years of age should be considered important unless a specific evaluation determines otherwise.

2. If archaeological or paleontological resources are found, all earthwork in the vicinity of the find shall cease, and PRMD staff shall be notified so that the find can be evaluated by a qualified archaeologist. When contacted, a member of PRMD Project Review staff and project archaeologist shall visit the site to determine the extent of the resource and to develop proper mitigation measures required for the discovery. No further grading in the vicinity of the find shall commence until a mitigation plan is approved and completed subject to the review and approval

of the archaeologist and Project Review staff.

3. All employees or others on the job site shall be educated and informed that no artifacts are to be removed from the area except through authorized procedures. It should be made clear to all individuals and companies associated with any project that any artifacts found in the course of work are the property of the Agency. It is not up to the contractor to determine what the agency considers important.

4. Any artifacts that are found on or near the project area are to be turned over to, or brought to the attention of, the inspector, project manager, or the discoverer's immediate supervisor.

5. Whenever any artifact is found or reported, a tag should be included that indicates the following: (A) the identity of the finder and the date of discovery; (B) the identity of the inspector or other responsible individual to whom the artifact is given; (C) a description of the location where the artifact was found, such as the approximate distance and direction to the nearest measured point, identification of a point on the building plans, or other reliable, accurate method; and (D) a description of the artifact that will allow it to be identified if the tag and artifact are separated.

6. The inspector shall carry a small supply of plastic baggies and 3x5 cards for documentation of artifacts. The artifact, if portable, should be transported to a safe location where it can be kept until it can be inspected by an archaeologist. "

Mitigation Monitoring: PRMD staff shall ensure that the notes listed above has been placed on all grading, building, and improvement plans prior to issuance of permits. The Permit Holder shall ensure the above protection measures are implemented during ground disturbing activities and project construction. If violations occur, PRMD shall seek voluntary compliance from the Permit Holder and thereafter may initiate an enforcement action and/or Use Permit revocation or modification proceedings, as appropriate. (Ongoing).

92. The Permit-Holder shall be responsible to ensure:

a. There shall be a qualified archaeological monitor and/or tribal monitor present during all initial ground- disturbing activities into native soils on the project. The tribal monitor shall be, but not limited to, a representative(s) of the Lytton Rancheria. The qualified archaeological monitor and/or tribal monitor shall have the authority to stop and redirect grading activities to evaluate any tribal cultural resources discovered on the property. Such evaluation shall be done in consultation with the appropriate tribe. However, if the archaeologist and tribal monitor determine, based on their knowledge and experience, that there is no further need for monitoring, the monitoring may cease.

b. All building and/or grading permits shall have the following note printed on plan sheets:

"In the event that archaeological resources such as pottery, arrowheads, midden or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work shall be halted in the vicinity of the find and County PRMD project Review staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. PRMD staff may consult and/or notify the appropriate tribal representative from tribes known to PRMD to have interests in the area. Artifacts associated with prehistoric sites include humanly modified stone, shell, bone or other cultural materials such as charcoal, ash and burned rock indicative of food procurement or processing activities. Prehistoric domestic resources include hearths, firepits, or house floor depressions whereas typical mortuary resources are represented by human skeletal remains. Historic artifacts potentially include all byproducts of human land use greater than 50 years of age including trash pits older than 50 years of age. When contacted, a member of PRMD project Review staff and the archaeologist shall visit the site to determine the extent of the resources and to develop and coordinate proper protection/mitigation measures required for the discovery. PRMD may refer the mitigation/protection plan to designated tribal representatives for review and comment. No work

shall commence until a protection/mitigation plan is reviewed and approved by PRMD project Review staff. Mitigations may include avoidance, removal, preservation and/or recordation in accordance with California law. Archeological evaluation and mitigation shall be at the applicant's sole expense.

If human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and PRMD staff, County Coroner and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American, the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" can be designated and the appropriate provisions of the California Government Code and California Public Resources Code will be followed."

Mitigation Monitoring: Prior to any ground disturbing or grading activities, the Permit Holder shall be responsible for ensuring a qualified archaeological monitoring and/or tribal monitor is present during all initial ground-disturbing activities into native soils on the project. The PRMD shall not issue any grading or building permit until staff has determined the above note has been placed on the plans. In the event that archaeological resources, tribal cultural resources, or cultural resources are discovered, such as pottery, arrowheads, midden, or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work shall be halted in the vicinity of the find and County PRMD project Review staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. Failure by the Permit-Holder to comply with these requirements shall be considered a violation of the Use Permit and may result in the modification or revocation proceedings of the said Use Permit.

93. The installation of adequate bicycle racks near the entrance to the proposed public tasting rooms. Please reference the bicycle parking standards provided on pages 19 and 20 of the 2010 Sonoma County Bicycle and Pedestrian Plan, which can be found via the following link; http://www.sonoma-county.org/prmd/docs/misc/bikeplandraft.pdf. Bicycle spaces are provided at a ratio of 1 bicycle space for every 5 vehicle spaces. Additional bicycle parking guidelines are also provided by the Association of Pedestrian and Bicycle Professionals (APBP), which can be found online at the following website; http://www.apbp.org/resource/resmgr/publications/bicycle_parking_guidelines.pdf. Please note that the SCBPAC recommends the installation of inverted-U style bicycle racks.

Construction Phase:

94. NOTE ON ALL GRADING, BUILDING, AND IMPROVEMENT PLANS:

"The Permit Holder shall be responsible for controlling dust and debris during all construction phases. Consistent with BAAQMD guidance, the following measures shall be implemented by the permit holder on the project site during the construction period:

a. Water all active construction areas at least twice daily

b. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.

c. Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites.

d. Sweep daily (preferably with water sweepers) all paved access roads, parking areas and staging areas at construction sites.

e. Hydro-seed or apply (non-toxic) soil stabilizers to inactive construction areas.

f. Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles dirt, sand, etc.

g. Limit traffic speeds on unpaved access roads to 15 mph.

h. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.

i. Replant vegetation and ground cover in disturbed areas as quickly as possible. The Permit Holder shall be responsible for controlling dust and debris during all construction phases."

Mitigation Monitoring: If dust complaints are received, PRMD staff shall conduct an on-site investigation. If it's determined by PRMD staff that complaints are warranted, the Permit Holder shall implement greater or additional dust control measures as determined by PRMD or PRMD may issue a stop work order.

95. Prior to issuance of final occupancy on any related building permit, landscape planting and irrigation shall be installed in accordance with the plans approved by the Design Review Committee and Sonoma County Landmarks Commission. A site inspection by the Project Planner is required and a letter from the Landscape Architect or Contractor must be submitted verifying landscape and irrigation installation is in accordance with approved plans.

Mitigation Monitoring: The Permit and Resource Management Department shall not issue final occupancy on any building related permit until it has been verified by a site inspection by the Project Planner and a letter from the Landscape Architect or Contractor that landscaping and irrigation have been installed in accordance with approved plans.

With the implementation of these mitigation measures, the project effect on scenic vistas and scenic resources would be reduced to a less than significant impact. (Also see item 1.d, below, regarding mitigation for night lighting.)

96. NOTE ON ALL GRADING, BUILDING, AND IMPROVEMENT PLANS**:** "To avoid or minimize potential impacts to passerines and raptors that may potentially nest in the trees**,** the following requirements shall be implemented during all stages of project development and construction:

1. Grading or removal of nesting trees should be conducted outside the nesting seasons, which occurs between approximately February 15 and August 15.

2. If grading between August 15 and February 15 is infeasible and groundbreaking must occur within the nesting season, a pre-construction nesting bird (both passerine and raptor) survey of the grasslands and adjacent trees shall be performed by a qualified biologist within 7 days of ground breaking. If no nesting birds are observed no further action is required and grading shall occur within one week of the survey to prevent "take" of individual birds that could begin nesting after the survey.

3. If active bird nests (either passerine and/or raptor) are observed during the pre-construction survey, a disturbance free buffer zone shall be established around the nest trees until the young have fledged, as determined by a qualified biologist.

4. The radius of the required buffer zone can vary depending on species, (i.e., 75-100 feet for passerines and 200-300 feet for raptors), with the dimensions of any required buffer zones to be determined by a qualified biologist in consultation with CDFW.

5. To delineate the buffer zones around a nesting tree, orange construction fencing shall be placed at the specified radius from the base of the tree within which no machinery or workers shall intrude.

6. After protective construction fencing is in place around the buffer zones, there will be no restrictions on grading or construction activities outside the prescribed buffer zones."

   Mitigation Monitoring: PRMD staff shall ensure that the above mitigation measures are listed on all grading, building and improvement plans, prior to issuance of grading or building permits. Failure by the applicant to comply with the above requirements may result in a revocation or modification of the Use Permit.

97. NOTE ON ALL GRADING, BUILDING, AND IMPROVEMENT PLANS**:** "To prevent direct mortality of bats that may roost in tree cavities, crevices, exfoliating bark, or foliage of the trees identified on the site, the following requirements shall be implemented during all stages of project development and construction:

1. Potential habitat trees shall be removed only between approximately March 1 or when evening temperatures are above 45° F and rainfall less than ½ " in 24 hours occurs, and April 15, prior to parturition of pups. The next acceptable period is after pups become self-sufficient (September 1 through October 15), or prior to evening temperatures dropping below 45°F and onset of rainfall greater than ½" in 24 hours.

2. Tree removal shall be conducted using a two-stage process over two consecutive days. With this method, small branches and small limbs containing no cavity or crevice or exfoliating bark habitat on habitat trees, as identified by a qualified bat biologist are removed first on day 1, using chainsaws only (no dozers, backhoes, etc.). The following day (Day 2), the remainder of the tree is to be removed. The disturbance caused by chainsaw noise and vibrations, coupled with physical alteration, has the effect of causing colonial bat species to abandon the roost tree after nightly emergence for foraging. Removing the tree the next day prevents re-habitation and re-occupation of the altered tree.

3. Trees containing suitable potential habitat must be trimmed with chainsaws on Day 1 under initial field supervision by a qualified bat expert to ensure that the tree cutters fully understand the process, and avoid incorrectly cutting potential habitat features or trees. After tree cutters have received sufficient instruction.

4. All other vegetation other than trees within the Limit of Work should be removed prior to tree removal, according to the dates provided above. If vegetation must be removed outside those dates, a 50-ft buffer around each habitat tree should be observed to reduce likelihood of abandonment of the roost and young.

5. If non-habitat trees must be removed outside seasonal periods of bat activity as described above, a 50-ft. buffer around each habitat tree shall be observed to reduce likelihood of abandonment of the roost and young.

6. In order to minimize potential take of solitary bats, tree removal should begin with small trees and vegetation on the site, followed by smaller trees in each location where trees are to be removed. Only chainsaws should be used, to create a noise disturbance that will be sufficient to cause roosting individual to abandon the site.

   Mitigation Monitoring**:** PRMD staff shall ensure that the above mitigation measures are listed on all grading, building and improvement plans, prior to issuance of grading or building permits. Failure by the applicant to comply with the above requirements may result in a revocation or modification of the Use Permit.

98. NOTE ON ALL GRADING, BUILDING, AND IMPROVEMENT PLANS**: "**To prevent direct mortality of bats that may roost in structures on the site, the following requirements shall be implemented during all stages of project development and construction:

A. Large Barn: Under direct supervision of a qualified bat biologist, and only during "seasonal periods of bat activity", conduct partial dismantling of portions of the exterior siding and roofing materials to increase light and airflow into structure, causing bats to abandon the structure of their own volition. All walls will require some removal of siding material to accomplish this, but the upper loft will also require supplemental lights aimed up from the floor directly beneath the hop cars to cause bats to abandon the roost crevices.

"Seasonal periods of bat activity" are identified as:

1. Between March 1 (or when heavy rains [greater than ½" in 24 hrs.] cease and/or evening temperatures remain above 45F) and April 15 (after which time females will begin to give birth to pups.

2. Between September 1 (after all pups are self-sufficient) and approximately October 15 (or before heavy rains [greater than ½" in 24 hrs.] begin and/or evening temperatures fall below 45F)

B. South Hop Barn: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity, conduct partial dismantling of portions of exterior siding and roofing materials to increase light and airflow into structure, causing bats to abandon the structure of their own volition. All walls will require some removal of siding material to accomplish this. Refer to mitigation above to identify the seasonal periods of bat activity.

C. North Hop Barn: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity, conduct partial dismantling of portions of exterior siding and roofing material to increase light and airflow into the structure, causing bats to abandon the structure of their own volition. All walls will require some removal of siding material to accomplish this. Refer to mitigation above to identify the seasonal periods of bat activity.

D. Residence: Under direct supervision of a qualified bat biologist, and only during seasonal periods of bat activity, conduct partial dismantling of portions of exterior siding and roofing materials to increase light and airflow into the structure, causing the bats to abandon the structure of their own volition. All walls and portions of the soffit boards will require some removal of material to accomplish this. Refer to mitigation above to identify the seasonal periods of bat activity.

E. Chicken Shed: No further actions are required to prevent the use by bats or take of roosting bats.

F. Pump/Storage Barn: To reduce the likelihood of this building being used by bats abandoning the larger structures, all doors should be left open during the day and night hours. No further actions are required."

Mitigation Monitoring **:** PRMD staff shall ensure that the measures are listed on all grading, building and improvement plans, prior to issuance of grading or building permits. Failure by the applicant to comply with the above requirements may result in a revocation or modification of the Use Permit.

99. To protect the potential presence of the western pond turtle and its habitat, the following terms are required:

a. Establish and maintain a minimum 50-foot wide setback around the reservoir prior to any ground disturbing activities or project construction. Except for the exclusions stated herein, no activities shall occur within the setback area. Excluded from the setback area required by this term are any features, and access to such features, that are currently in existence and are delineated on the

proposed development map. Features are defined as including but not limited to: cropland and planted landscape areas, roads and roadways, bridges, equipment and material storage areas, buildings, structures, fences, wells, pipes, drainage facilities, utility lines and poles, pumps, sumps, and water diversion and storage facilities. Planting and irrigation of riparian vegetation within the setback area is allowed;

b. A qualified biologist shall conduct a pre-construction survey for western pond turtle, in those areas not already paved or graveled. If pond turtle is observed in the proposed construction area, the biologist shall notify CDFW and provide a relocation plan for the individual.

c. In the future, prior to dredging the reservoir, a plan should be created to avoid disturbing the emergent (wetland) vegetation around the reservoir during dredging operations. Approval of any dredging operations should be obtained from the California Department of Fish and Wildlife; a. Establish and maintain a minimum 50-foot wide setback around the reservoir.

Mitigation Monitoring**:** Prior to issuance of any grading permit or any ground disturbing activities, the Permit Holder shall be responsible for establishing a 50-foot wide setback from the existing reservoir. Under the guidance of a qualified biologist, Wildlife Exclusion Fencing (WEF) shall be installed at the edge of the 50-foot setback line and shall remain in place throughout the duration of the project and while construction activities are ongoing. Upon project completion the WEF can be completely removed and the areas returned to original condition or better.

100. A total of 21 trees are proposed for removal as part of the project development, they include: 6 coast live oak trees, 5 valley oaks, 4 cottonwoods and one redwood, all of which are native trees. Prior to final design review before a joint meeting with the Design Review Committee/Sonoma County Landmarks Commission and prior to PRMD issuance of any grading or building permit, a certified arborist shall submit a final tree survey and inventory to the Project Planner. The arborist shall provide the replacement value of the trees to be removed and the protection measures during construction activities for the remaining trees. A final landscape plan shall be based on the findings of the arborist report address the replacement of any native specimens.

Mitigation Monitoring: Prior to final design review before a joint meeting with the Design Review Committee/Sonoma County Landmarks Commission and prior to issuance of any grading or building permits, the Project Planner shall review the arborist report and shall review the final design plans to ensure that the replacement trees are incorporated into the final landscape plan.

101. The project site is subject to the VOH district requirements to mitigate for removal of any Valley Oak tree under Section 26-67-030 of the Zoning Code. Any removal of any large valley oak, or any small valley oaks having a cumulative diameter at breast height greater than sixty inches (60″), on any property within the VOH district, the Permit Holder shall mitigate the resulting valley oak loss by one of the following measures:

(1) retaining other valley oaks on the subject property,

(2) planting replacement valley oaks on the subject property or on another site in the county having the geographic, soil, and other conditions necessary to sustain a viable population of valley oaks,

(3) a combination of measures (1) and (2), or

(4) payment of an in-lieu fee, which shall be used exclusively for valley oak planting programs in the county.

The Permit Holder has the sole discretion under the VOH district criteria to determine which mitigation measure to use to mitigate the valley oak loss. The requirements for each mitigation measure are specified in the Table under Section 26-67-030 of the Zoning Code. Prior to

occupancy of the winery or tasting room building whichever is first, the mitigation measure shall be implemented.

102. The following dust control measures will be included in the project:

a. Water or dust palliative shall be sprayed on unpaved construction and staging areas during construction as directed by the County.

b. Trucks hauling soil, sand and other loose materials over public roads will cover the loads, or will keep the loads at least two feet below the level of the sides of the container, or will wet the load sufficiently to prevent dust emissions.

c. Paved roads will be swept as needed to remove soil that has been carried onto them from the project site.

d. Water or other dust palliative will be applied to stockpiles of soil as needed to control dust.

PRMD staff shall ensure that the measures are listed on all site alteration, grading, building or improvement plans, prior to issuance of grading or building permits.

103. The applicant shall include these Conditions of Approval on separate sheets of plan sets to be submitted for building and grading permit applications.

104. All grading and development on site shall be done in compliance with the County Tree Protection Ordinance, including protection of trees during construction with a chain link fence at the drip-line, and replacement of damaged or removed trees. The project's grading and landscape plans shall detail all tree protection implementation measures.

PRMD shall not sign off the grading or building permit for issuance until the project grading and landscape construction documents clearly show all tree protection measures (as required in the County Tree Protection Ordinance). PRMD shall not sign off the grading or building permit for occupancy until a site inspection has been conducted, and the applicant has provided written verification from the project's landscape architect or contractor, that the tree protection measures were complied with.

105. All building and/or grading permits shall have the following note printed on plan sheets:
''In the event that archaeological resources such as pottery, arrowheads, midden or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work shall be halted in the vicinity of the find and County PRMD - Project Review staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. PRMD staff may consult and/or notify the appropriate tribal representative from tribes known to PRMD to have interests in the area. Artifacts associated with prehistoric sites include humanly modified stone, shell, bone or other cultural materials such as charcoal, ash and burned rock indicative of food procurement or processing activities. Prehistoric domestic resources include hearths, firepits, or house floor depressions whereas typical mortuary resources are represented by human skeletal remains. Historic artifacts potentially include all by-products of human land use greater than fifty (50) years of age including trash pits older than fifty (50) years of age. When contacted, a member of PRMD Project Review staff and the archaeologist shall visit the site to determine the extent of the resources and to develop and coordinate proper protection/mitigation measures required for the discovery. PRMD may refer the mitigation/protection plan to designated tribal representatives for review and comment. No work shall commence until a protection/mitigation plan is reviewed and approved by PRMD - Project Review staff. Mitigations may include avoidance, removal, preservation and/or recordation in accordance with California law. Archeological evaluation and mitigation shall be at the applicant's sole expense.

''If human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and PRMD staff, County Coroner and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American, the Native American Heritage Commission must be contacted by the Coroner so that a ''Most Likely Descendant'' can be designated and the appropriate provisions of the California Government Code and California Public Resources Code will be followed.''

Building/grading permits shall not be approved for issuance by Project Review staff until the above notes are printed on the building, grading and improvement plans.

106. A Water Conservation Plan shall be submitted for all buildings and landscaping prior to building permit issuance, subject to PRMD review and approval. The Water Conservation Plan shall include all reasonably feasible measures to reduce water demand to the maximum extent feasible and enhance water resource recovery to maintain sustainable water supplies. Measures that must be evaluated include: installation of low-flow fixtures, best available conservation technologies for all water uses, rainwater and stormwater collection systems and graywater reuse. Landscaping plans must comply with the County Water Efficient Landscape Ordinance. Prior to Building Permit Issuance a Landscape Permit application shall be submitted for all new and rehabilitated landscapes, as required by the Water Efficient Landscape Regulations (Chapter 7D3 of the Sonoma County Building Code). Verification from a qualified irrigation specialist that landscaping plan complies with the County Ordinance shall be provided prior to building permit issuance. The measures in the plan shall be implemented by the applicant and verified by PRMD staff prior to Certificate of Occupancy or operation of the use.

107. Prior to final or temporary occupancy on the winery or tasting room buildings, the Permit Holder shall submit for approval to the Project Planner at PRMD a Traffic and Parking Management Plan prepared by a qualified traffic engineer. In order to provide orderly and efficient movement of vehicles entering the site and to minimize traffic impacts on the public road the Traffic and Parking Management Plan shall include; but not limited to, on-site traffic control measures for all events that exceed 125 guests. Traffic control shall be located off of the public road.

Mitigation Monitoring: The Permit and Resource Management Department shall not issue temporary or final occupancy on any building permit for the winery or tasting room buildings until the any grading permit until a Traffic and Parking Management Plan has been submitted and approved by the Project Planner at PRMD.

USE PERMIT OPERATIONAL REQUIREMENTS

108. If pomace is to be disposed of, it shall be disposed of in a manner that does not create a discharge to surface water, or create nuisance odor conditions, or attract nuisance insects or animals, according to the following priority:

1. Pomace shall be composted and land applied, or land applied and disced into the soil on vineyards or agricultural land owned or controlled by the applicant.

2. Pomace shall be sold, traded or donated to willing soil amendment or composting companies that prepare organic material for use in land application.

3. Pomace shall be transported to any County's composting facility in a fashion that allows the pomace to be used by the County's composting program.

Pomace shall not be disposed of into the County solid waste landfill by direct burial, except where all possibilities to dispose according to priorities 1 through 3 above have been exhausted. In all cases, care shall be taken to prevent contamination of pomace by petroleum products, heavy metals, pesticides or any other material that renders pomace unsuitable for composting with subsequent land application. Land application, placement of pomace into a composting facility or disposal shall occur within two weeks of the end of wine grape crush.

Mitigation Monitoring: If the Permit and Resource Management Department receives complaints regarding objectionable odors from pomace stockpiling and/or disposal, PRMD staff would investigate the complaint and if the condition is violated the use permit may be subject to modification. With implementation of the foregoing standard condition, project impacts associated with the creation of objectionable odors would be less than significant.

109. The Permit-Holder prior to scheduling any large agricultural promotional events of 100 guests or more on the project site shall coordinate events with the two adjacent winery operators within one-half mile to off-set event days and/or event times, with the exception of the two industry wide event days because these days are set by the Russian River Valley Grape Growers Association. Furthermore, the Permit Holder shall not hold larger agricultural promotional events of 100 guests or more when there is a large bike event sponsored by a bona-fide organization or group (on going).

Mitigation Monitoring: Failure by the Permit Holder to coordinate the larger agricultural promotional events of 100 guests or more on the project site with the two adjacent winery operators within one-half mile or holding a larger agricultural promotional event of 100 guests or more during a large bike event ,as specified above, shall be considered a violation of the Use Permit conditions and subject to modification or revocation proceedings.

110. This permit shall be subject to revocation or modification by the Board of Zoning Adjustments if: (a) the Board finds that there has been noncompliance with any of the conditions or (b) the Board finds that the use for which this permit is hereby granted constitutes a nuisance. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to Section 26-92-120 and 26-92-140 of the Sonoma County Code.

111. This use shall be constructed, maintained, and operated in conformance with all applicable county, state, and federal statutes, ordinances, rules, and regulations. A violation of any applicable statute, ordinance, rule or regulation shall be a violation of the Use Permit, subject to revocation or modification.

112. One-Year Review. A review of event activities under this Use Permit shall be undertaken by the director one year after commencement of the first event to determine compliance with the Conditions of Approval applicable to agricultural promotional events. The director shall give notice of this Use Permit review to all owners of real property within three hundred feet (300′) of the subject site plus any additional property owners who have previously requested notice. The director shall allow at least ten (10) days for comment. If the director determines that there is credible evidence of non-compliance with the Conditions of Approval applicable to events or that event activities constitute a public nuisance, the director shall refer the matter to the Board of Zoning Adjustments for possible revocation or modification of the Use Permit with regard to events. Any such revocation or modification shall be preceded by a public hearing noticed and heard in compliance with the Zoning Code. This Use Permit review shall not include any other aspect of the original Use Permit approval, unless other Conditions of Approval have not been met, violations have occurred, or the use constitutes a public nuisance.

113. The days and hours for special events shall be subject to review and approval by a Special Events Coordinator or similar program established by the County or at the County's direction.

The applicant shall submit to the County an annual request and schedule for special events for each calendar year including the maximum number of participants, times and dates. The applicant shall contribute, on an annual basis, a fair share towards the cost of establishing and maintaining the program. The program should consider the fairness for long established uses and establish reasonable costs for managing the program.

114. Annual Report. After commencement of event activities, the owner/operator shall submit a report each year to PRMD by January 15th describing the number of agricultural promotional events

that occurred during the previous year, the day, date, time, and duration of each event, the number of persons attending each event, the purpose of each event, and any other information required by the director. The annual report shall also include the proposed events for the coming year.

115. Customer and Site Visitor Management. The operator of the establishment shall take all reasonable steps, including contacting law enforcement in a timely manner, to prevent customers or other persons from engaging in objectionable activities on the premises, parking areas under the control of the operator, and other public or quasi-public areas within site of the premises during business hours.

116. Staff Training. Within 90 days from issuance of a Certificate of Occupancy or if no building permit is required, within 90 days of issuance of the Use Permit, all owners, managers, and employees selling alcoholic beverages at the establishment shall complete a certified training program in responsible methods and skills for selling alcoholic beverages. The certified program shall meet the standards of the California Department of Alcoholic Beverage Control or other certifying/licensing body, which the State may designate. New owners, managers, and employees shall complete the training course within 30 days of the date or ownership or employment and every third year thereafter. Records of successful completion for each owner, manager, and employee shall be maintained on the premises and presented upon request by a representative of the County.

117. Food Service Condition:

A restaurant, café, delicatessen or any other food service offering cooked-to-order food is prohibited. Table service, retail sales of cooked or prepared food or menu items are prohibited in the tasting room, except that within the **public** and reserve tasting room**s** for food and wine pairings as noted below. The following types of food service are allowed under this permit:

a. Samples or tastes of pre-packaged food, such as crackers, nuts or other palette cleansers, featuring local foods and food products offered in conjunction with wine tasting.

b. Prepared meals or appetizers featuring local foods and food products offered in conjunction with agricultural promotional events, such as wine club parties, and winemaker dinners, and with food and wine pairings as limited below. Such meals/appetizers may be prepared in a food preparation area prior to serving as described on the approved project floor plan. The preparation area can include counter space, a double sink, microwave oven(s), warming oven(s), refrigeration, a stove or range, and an exhaust hood.

c. Retail sales of pre-packaged food not associated with the activities described in a) and b) are allowed in conjunction with wine tasting subject to the following limitations:

i) Retail sales of pre-packaged food featuring local foods and food products shall be permitted only during tasting room hours as approved by this Use Permit.

ii) Retail sales of pre-packaged food available for on-site consumption only.

iii) No indoor seating area or table service is permitted in conjunction with retail sales of pre-packaged food. Outdoor seating areas are permitted for use as outdoor picnic areas.

iv) No off-site signs advertising retail sales of pre-packaged food is permitted. All project signage shall conform to the Zoning Code Sign Regulations.

Food and Wine Pairing:

Seating in the **public** and reserve tasting room**s** shall be limited to15 seats and no more than 15 persons.

Food and wine pairings shall be selected by the winery with no menu options allowed.

Such pairing shall be limited to small appetizer-like portions, are limited to no more than four days per week and no more than twice per day at specified times (11:00 a.m. and 2:00 p.m.) avoiding the lunch hour and shall not be open to drop in guests.

118. Any proposed modification, alteration, and/or expansion of the use authorized by this Use Permit shall require the prior review and approval of PRMD or the Board of Zoning Adjustments, as appropriate. Such changes may require a new or modified Use Permit and additional environmental review.

119. The Director of PRMD is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to PRMD demonstrating that the conditions is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. PRMD shall consult with affected departments and agencies and may require an application for modification of the approved permit. Changes to conditions that may be authorized by PRMD are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from PRMD, and shall not affect the original permit approval date or the term for expiration of the permit.

The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.

Maacama Watershed Alliance P.O. Box 1226 Calistoga, CA 94515

"Agriculture is the backbone of Sonoma County. Water...its lifeblood."

FOR THE PUBLIC RECORD

knights@sonic.net

RE: PUBLIC HEARING **APPEAL OF WESTSIDE FARMS WINERY AND HOSPITALITY COMPLEX** Sonoma Co. UPE14-0008 **Intent to Adopt a Mitigated Negative Declaration at 7097 Westside Road**

August 9, 2018

To our Board of Supervisors,

We thank you for considering the appeal of the Westside Farms winery use permit, filed on October 2, 2017 by Maacama Watershed Alliance, Healdsburg Citizens for Sustainable Solutions, Forest Unlimited, Todd Everett (Westside area resident), Warren Watkins and Sonoma Coast Rural Preservation. Given grave policy errors, unstudied impacts and procedural missteps below, appellants request the County not approve a discretionary use permit for this project plan.

Our position is supported by the existing record. We are also submitting new items (comments, expert testimony) with this letter. Those **new items of evidence** are highlighted in **BOLD** for easy identification. All exhibits at set forth in the Table of Exhibits.

Approving this project would establish precedents that downgrade longstanding land use practices or policies outlined below designed to protect public safety and the health and welfare of the neighborhood. Moreover, the project fails to meet several requirements of the General Plan, zoning density requirements, Williamson Act facility size limits, the County Uniform Rules for Ag Preserves (Rules 2, 7, 8), and the California Environmental Quality Act. Appellants request that this project plan be denied, and the Applicant and staff tasked to revise the project to conform with the law. Importantly, we ask that you honor the broader community's desire for

policies that protect the carrying capacity of our scenic wine valleys and balance the needs of wineries and residents.

PROJECT DESCRIPTION: The project site, known as Westside Farms, consists of 75 acres (one legal parcel) containing 42 acres of commercial vineyard. Westside Road bisects the parcel. Exhibit B is an overview of the proposed project at the site.

On the 6-acre west side of the road, the project will add a new 32,210-square-foot winery building with 60,000 annual case production, an unstudied 20,720-square-foot wine cave, administrative offices, employee kitchen/breakroom, employee shower and locker room, two technical tasting rooms, a wine library, a commercial kitchen, and employee and public restrooms. The area also includes a 3-acre pond, the primary dwelling unit and ancillary farm buildings.

On the east side (69 acres), the project will retain the grape acreage and construct a hospitality complex. The historic hop kiln building will be reconstructed as a public tasting building with two rooms with wine tasting bars, a commercial kitchen, public restrooms, case-good storage, general storage, and office space.

The 5,000 square foot historic hop baling barn will also be reconstructed with significant intensification of use. The middle floor will have a reserve wine tasting room used for tasting, food and wine pairing, and agricultural, promotional and industry wide events. There is a commercial kitchen and VIP lounge area. The upper floor has two guest room marketing accommodations with two full bathrooms and a common lounge. The lower floor is mechanical and storage.

The project will have 15 fulltime employees, 3 part time employees, and 6 seasonal employees for a total of 24 employees.

New parking areas: East side includes 20 standard spaces, 4 handicap accessible spaces, and 58 overflow parking spaces (unmarked gravel area). West side includes 25 standard spaces, 2 handicap accessible spaces, and 21 overflow parking spaces (unmarked).

Events: the proposed project would have 22 events: 20 agricultural events per year with a range of maximum guests (10 events with 30 guests in the winery tasting room, five events with 60 guests and 5 with 120 guests), and participation in two industry wide event days per year.

The existing Ramey winery facility in downtown Healdsburg currently makes 40,000 cases, with 36,000 cases sold into the distribution market.

COUNTYWIDE POLICY ISSUES: The potential precedents associated with the BZA's approval of a mitigated negative declaration (MND) and use permit for this project led to an appeal by a team representing a wide variety of interests: land use and road safety, agricultural land conservation contracts, bicycle joint road use conflicts,

noise, biological and geological experts. The team built on the work completed by the Westside Community Association Advisory Committee, who met with applicant Ramey early in the process and actively participated in every hearing. (Exhibit A: Administrative Record: 2014 to 2017 Letters from WCA Advisory for all hearings up to BZA. February 4, 2014 County Letter on Baling Barn violations, County Map for Westside Area of Potential Concentration)

For some time, the public has voiced concern about unsustainable wine tourism development in rural lands. Since 2008, the General Plan has required policy standards in areas of concentration, but development of standards has been continuously delayed. In 2014 and 2016, the Board of Supervisors tasked County staff to prepare a winery event ordinance and associated local area guidelines for areas of concentration, such as the Westside area. Community groups actively participated in all stakeholder processes and briefings for the prospective ordinance, and for protective standards and siting criteria for areas of concentration.

Notwithstanding these concerns, the BZA approved what may the most impactful winery event center on County's agricultural lands – certainly, the proposed project is the largest winery and event center considered for approval in the Westside Area, an area of overconcentration identified by the County. **(Exhibit C: Map of Existing and Potential Tasting Room access roads within ½ mile and chart Large Project Comparison Westside Farms to 2012 Hop Kiln Project)**

The existing Ramey winery in Healdsburg produces 40,000 cases annually, with 36,000 cases sold into the distribution market. Until construction and full production of the proposed winery facilities, the hospitality component of the project is significantly oversized for 4,000 case direct to consumer marketing efforts.

Approval of this project, as is, would set the following <u>detrimental policy precedents</u>. Issues with technical expert testimony and additional information outlined below:

1. Downgrade the road safety standard for unsignalized intersections (including driveways) in an area with a detrimental concentration of tasting rooms

2. Approve a detrimental concentration of winery and tasting facilities given there are 29 permitted wineries or tasting rooms in the Westside Road Area. **And, there are four existing and proposed winery tasting rooms /event facilities, including a wedding venue, located within a ½ mile of the project site.**

3. Allow facilities on both sides of the road with two opposing driveways – truck turning movements and events at both increase joint road use conflicts.

And,
omit required procedure of review by Bicycle and Pedestrian Committee (BPAC) along a heavily traveled designated bikeway

4. Allow intense commercial uses on lands under Land Conservation Contract: three commercial kitchens, up to five separate hospitality and event spaces, 4,000 square feet of office space, and a second dwelling unit

5. Violate the 15 % hospitality-to-winery facility square footage guideline use ratio by counting unstudied, and thus, speculative "cave" space in processing facility

6. Approve a winery design plan, and proposed 6 foot walls that do not mitigate the noise impacts to adjacent sensitive receptors.

7. Approve the baling barn as a second dwelling unit, with a commercial kitchen and bedrooms, not marketing accommodations alone per Government Code Section 8.2 B.2 and in violation of County zoning density. This unnecessary intensification of use in a historic district and scenic corridor violates General Plan elements.

8. Approve a potential breach of the Williamson Act as baling barn structure and uses do not comply with Williamson Act building size limits, several County Uniform Rules, especially Rule 2 (non compliant with guest quarters or dwelling unit rules) and other rules.

9. Allow hospitality facilities to become operational, creating a potential "stand alone" tasting room before production facilities are operational. Approve a potential cave with insufficient geological feasibility analyses, and no designation as to its future use (processing storage only or added hospitality uses).

In short, the Supervisors should not approve this project plan as there is substantial evidence of potentially significant public safety, noise, and geological impacts, a potential breach of the Williamson Act, as well as cumulative impacts.

SIGNFICANT ENVIRONMENTAL AND PUBLIC POLICY ISSUES

1. Public safety: Deviation from "sight distance" standard and opposing driveways

Public safety is a primary responsibility of government, and the Supervisors must address a recent policy that downgrades road safety standards. There are significant public safety implications associated with this "under the radar" policy change.

Until just a few years ago, winery and tasting room traffic impact studies evaluated and mitigated impacts to meet the "safe sight distance" standard for projects that require a traffic impact study. However, recent studies (which now need approval by the Director of Transportation) have downgraded that safety standard to a different one known as "safe stopping distance for private driveways."

The change is clear. In 2010, the County published its "Guidelines for Traffic Impact Studies" that define CEQA thresholds, clarify that the unsignalized intersection standard applies to driveways, and set the AASHTO "safe sight distance" standard.

"Sight distance" standard requires a clear line of sight and adequate time for the waiting vehicle to turn left or right. It means drivers should have enough sight distance to not be forced to hit the brakes or take other evasive action to avoid a collision with customers leaving a tasting room The project does not meet that standard.

The lesser "sight stopping distance" standard states the approaching vehicle must alter speed and potentially take evasive action, and that the actual distance varies based on a number of factors (although it may not address drivers with impaired reaction time). In the present case, the project cannot meet even that lesser standard – here, a minimum 250 feet stopping distance—without road improvements.

Below is the County's stated requirement for clear line of sight distance for access to projects requiring a traffic study, as set forth in the Sonoma County Guidelines for Traffic Impact Studies, the W-Trans reports and September 2107 Staff Report (Page 24 Paragraph 6):

> *"At driveways, a clear line of sight needs to be maintained for drivers of a vehicle waiting at the driveway and the driver of an approaching vehicle. Adequate time must be provided for the waiting vehicle either to turn left or right without requiring the through traffic to radically alter speed."*

<u>Versus the downgraded stopping sight distance as defined below:</u>

> *"Stopping Sight Distance is the distance traveled during perception-reaction time (while the vehicle driver perceives the situation requiring a stop, realizes that stopping is necessary, and applies the brakes), and maneuver time (while the driver decelerates and comes to a stop). Actual stopping distances are also affected by road conditions, the mass of the car, the incline of the road and numerous other factors."*

The downgraded standard should *not* be applied until the Board evaluates the risks of this policy change to public safety. These standards are designed to protect public safety and should be a high priority for the Board.

At Westside Farms the downgraded standard issue is even more complex. We urge the County officials to develop a **density standard to address safety risks from multiple commercial driveways in close proximity.**

The Adobe Report (Exhibit D) states the current driveway sight distance to the North is not even safe for residential traffic, let alone commercial traffic for a 60,000 case winery. Adobe used a video simulation to demonstrate that once the hill is cut back and heritage trees removed, and based on certain assumptions that have not been field tested, the minimum 250 feet stopping distance would be available for this residential driveway.

Only after the hill and trees are cut away and the actual sight distance measured, should the Supervisors make a CEQA finding of significance on this issue. Because the data are incomplete, a discretionary use permit should not be issued until Supervisors have addressed this important public safety and policy issue.

The W-trans 2017 traffic report states that the prevailing speed is 35 mph for vehicles passing the winery exit and further states that after the road improvements are implemented there will be 250 feet of sight distance for vehicles traveling south on Westside Road to see and react to vehicles leaving the driveway on the west side of Westside Road, and bring their vehicle to a stop before a collision. (Exhibit E)

As stated in the Technical Expert peer review by Alta Planning and Design dated September 14, 2017 (Exhibit F) attached to this letter, the required distance to meet the County's required sight distance standard is 390 feet for left hand turns and 335 feet for right hand turns. Therefore, the proposed mitigation is insufficient to provide adequate sight distance as required by the County's standard stated on page 24 of the Staff Report and addressed in the CEQA Thresholds identified in the Sonoma County Traffic Study Guidelines.

Public safety cannot be ensured until road improvements, required to make the current residential use safe, are completed.

The project is in an area of potential over concentration, and along a stretch of road with a detrimental concentration of winery/ tasting room commercial driveways. Turning movements with inadequate sight lines given blind hills and curves exposes the public to significant public safety risks. **Exhibit C Map and Exhibit G: Todd Everett Letter with Attachment 1: Existing and Proposed Winery/Tasting Rooms** that show that adjacent wineries (20,000 cases and 35,000 cases) are permitted to hold 39 events with up to 200 people, and host large pick up parties and weddings.

The proposed project is a *60,000 case winery with 22 events* and would add turning vehicles and winery trucks at two opposing access roads. Exhibit H: Traffic Management Plan Queuing Graphic dated August 2017, shows the "Queuing Plan" for West/East Driveways. This is a complex plan involving guest vehicles queuing

up along both driveways (West and East) to access the hospitality areas. The plan does not show the mitigation plan for winter industry-wide events, where overflow parking in the vineyard may not be possible, which raises another public safety issue associated with people walking across the road.

The Board must decide whether to downgrade the road safety standard in an area where multiple driveways do not have adequate sight distance, with potential queuing situations on event days at both the existing Williams Selyem winery, and this proposed project with two opposing winery and tasting room access roads. This is not a policy decision that can be deferred to the Director of Transportation, based on incomplete analyses.

2. Public safety: Joint road use conflicts in area of overconcentration

Todd Everett's letter (Exhibit G: Attachment 2: Procedural error given no Bicycle and Pedestrian Committee review and conditioning of project per General Plan requirements.) describes the detrimental concentration of wineries and tasting rooms in the area, and joint road use conflicts with bicycles. The letter includes Attachment 1, a table of wineries in a 1.5-mile radius and associated assessor's parcel map showing locations and ownership of nearby parcels.

Attachment 2 demonstrates a significant procedural error in the lack of evaluation of impacts on bicycle traffic and bicycle safety. Westside Road is a designated bikeway per County plans, has significant bicycle traffic and hosts over 20 large-scale bike events.

The Applicant failed to obtain review and conditions from the Bicycle and Pedestrian Committee, as required by the 2010 Bicycle and Pedestrian Plan in compliance with the State's Complete Streets Act of 2008 (AB 1358). The proposed use permit for this project on a Class III bikeway was not reviewed and conditioned by the Bicycle and Pedestrian Committee as per policies in the General Plan.

3. Project inconsistent with certain General Plan policies and factors

The project meets all three general plan factors for denial. The proposed project will result in the commercialization of Ag lands, a public safety problem and a detrimental concentration of commercial facilities in the 6000-7000 block of Westside Road. The proposed project meets all three of the factors identified in General Plan Policy AR-6F as constituting grounds for project denial, even when project is supportive of agriculture: 1) joint road use conflicts; 2) draws water from the zone of influence of area wells; or 3) scale and intensity is detrimental to rural character.

/

Factor 1: **Joint road use conflicts - See Issues 1 and 2 above**.

Factor 2: **Draws water from the zone of influence of area wells**: Exhibit I: The EBA Engineering January 2017 report for the proposed project, with vineyard irrigation, the project will require about 5 million gallons of water annually, is clear that two of the five wells on the property serve neighboring properties to the west. Yet, there is no analysis of potential impacts to water delivered to these properties.

Even through the project wells draw from the underflow of the Russian River, an additional policy issue that should be addressed by the Supervisors, studies to determine whether the project requirements would "draw water from the zone of influence of area wells" were not completed for wells serving adjacent properties. These studies must be completed before discretionary use permit approval.

The EBA Engineering Analysis is based on Exhibit J: Adobe Associates, December 30, 2015 projected water use study, which stated the net annual water demand for the project is 4.4 million gallons or 14.06 acre feet (plus 1 million gallons annually provided by winery wastewater irrigation of the vineyards).

Factor 3: Scale/intensity detrimental to rural character: Beginning in 2014, community groups requested that this project be downscaled to fit with the rural character and historic heritage of the Westside Area. These are the unique qualities that bring tourists to Sonoma County in the first place.

The proposed project may be the largest event center in our rural lands, and the largest hospitality complex considered for approval in the Westside Area, an area of over concentration. As shown in **Exhibit C "Large Project Comparison - Westside Farms to Hop Kiln,"** in many ways the Westside Farm project has scale and scenic corridor issues similar to the original Hop Kiln proposal, and hospitality uses that **exceed** the intensity of use in the 2012 Hop Kiln project, which was denied by the BZA (5-0) and summarily rejected by the public.

The proposed project has three commercial kitchens, twice daily food service in the public and private tasting rooms, and up to five separate hospitality and event spaces: 1) winery building tasting and food pairing rooms - 2) potential for hospitality and events in cave, when a future determination is made as to Type I or II cave, 3) hop kiln tasting room(s) and food service facilities - 4) baling barn dwelling unit with kitchen, tasting and food service facilities, and 5) the walnut grove.

Our General Plan specifically prohibits restaurants on Ag-zoned lands. The County has acknowledged the risk that food service can turn into de-facto restaurants that are prohibited on Ag land. (Staff report, September 21, 2017, p. 18) Approval of the project sets a County-wide precedent with its proposed three commercial kitchens with food service rooms as well as about 4,000 square feet of commercial office space.

Road improvement requirements to cut back a hill and remove heritage trees, as well as other information provided by appellants provides compelling evidence that a detrimental concentration of wineries and tasting rooms exists in this area and the project scale and intensity will be detrimental to rural character.

4. Project inconsistent with Williamson Act and County's Uniform Rules

The potential breach of the Williamson Act is set forth in **Exhibit K, Janis Grattan Watkins, Esq., June 12, 2018 letter to California Department of Conservation, Division of Land Resource Protection.**

In this case, Supervisors face a policy decision regarding the Williamson Act. The outcome of that decision will affect local operation of the Williamson Act and, potentially, our property tax structure going forward. This may require a determination to amend the Uniform Rules for Ag Preserves and zoning code density to permit more hospitality facilities and second dwelling units on parcels under prime land conservation contract.

The size of the baling barn and scale of commercial and hospitality uses are potential breaches of the parcel's prime land conservation contract under the Williamson Act. (Gov. Code sec. 41250(b)) which states:

"... a material breach is a commercial, industrial or residential structure, exceeding 2,500 square feet, that is not permissible under the Williamson Act contract, local uniform rules or ordinances."

As also discussed in detail in the letter, the "marketing accommodations" are a second dwelling unit that does not conform to the Uniform Rules for Ag Preserves or the Zoning Code density requirements for LIA zoned land. (Sonoma County Uniform Rule 2; Exhibit A (6): February 4, 2014 County staff letter)

- In 2014, the County informed the Applicant that addition of a building with a kitchen, bedrooms and bathrooms was a dwelling unit, which is not allowed under the Uniform Rules or the zoning density allowance.

- This structure is not required to meet the objectives of the project, as there is adequate square footage in the winery complex for requested and compliant "marketing accommodations."
    - The baling barn is about 5,000 square feet, with over 3,700 square feet (well over the State's 2,500 square foot limit) devoted to residential and commercial uses, and exceeds Uniform Rule 2 size limits as well.

- Sonoma's Uniform Rules do allow "marketing accommodations," but the baling barn does not meet the requirements for "guest quarters," and given the kitchen and food service lounges, it is a dwelling unit, which is not allowed.

- Reconstruction of the baling barn also violates provisions of the General Plan Open Space Element relative to structures in the Scenic Corridor, and will lead to potentially significant mortality for its resident bat species.

The project's disproportionate focus on food service (3 commercial kitchens and multiple food/wine tasting rooms), 22 events and significant commercial office space raises the question as to whether the project is secondary and incidental to agriculture, and should retain the tax reductions afforded by the Land Conservation Contract.

5. Departure from practice risks a "stand alone" hospitality complex

The project approval requires the *building permits* for the winery or wine cave and the tasting rooms be filed simultaneously and allows a four year vesting period. **It does *not* require completion of the winery at the same time as the hospitality/event facilities.** This increases the risk of a "stand alone" hospitality complex, not supported by on-site agricultural processing. Timing of hospitality operation before winery operation and the four year vesting period are departures from the County's long-standing practice.

Just like the 2012 Hop Kiln proposal where it was determined that the subterranean winery could never be built, the project's winery design has *not* been approved by the Design Review Board. Note the applicant's comment during the 2014 Design Review hearing, stating that the west side and east side of the project will "operate as separate businesses." So, the hospitality business could be running while the winery building or caves are mired in construction delays.

According to **a letter from Jane E. Nelson, PhD Geologist, Exhibit L,** the cave proposal has many deficiencies in geologic data and analysis. It is telling that the proposed cave is barely mentioned in the staff report and there are no studies or analysis of the 20,720 square feet cave construction in the MND. The staff report did not require the applicant to even state whether the cave will be a Type I or II, which calls into question whether the applicant intends to build the cave or whether it will be used for public access/ hospitality uses. It is unknown whether the cave is even viable. **The lack of geologic analysis is a significant deficiency in the MND.**

6. Cave and winery design deficiencies allow violation of 15% hospitality rule

There is inadequate information or analysis to determine the feasibility of constructing the winery and cave on the west six acres of the parcel. The guideline is set so the processing facility square footage determines the allowed size of

hospitality facilities. The standard is 15 %, and the proposed project is at 14 % even though the actual size of the processing facilities are not known and design review is not complete. There is a concern that "phantom" square footage of processing facilities was used to gain approval of the large hospitality complex.

Regarding the cave, it is unknown whether its construction and disposition of spoils is even viable, given the complete lack of geologic analysis. **(Exhibit L: Jane E. Nelson, PhD Geologist Letter)** Dr. Nielson recommends the project be sent back for recommended studies on the cave and a plan for disposition of excess spoils.

As to the winery, Exhibit M: "Design Review Committee Record of Action" December 2, 2014, is clear that the site plan, architecture and landscaping plan of the winery need significant revision, and there is not enough specificity in the staff report or MND to verify that there's a viable building plan for the west area.

The Design Review Board has not approved a design for the winery that fits with the scale of the lot and historic character of the property. Design review stated that completely modern office type structure is not the appropriate aesthetic for historic and rural character of site. Yet, the staff report uses the winery /cave square footage of agricultural processing to justify over 10,000 square feet of hospitality space. Approval of this *large* hospitality complex is based on flawed assumptions.

In sum, the design and mitigation of this industrial-scale complex must be known and studied for impacts before a discretionary use permit is approved.

7. Noise impacts are not mitigated

The lack of an approved winery design debunks the applicant's noise analysis. A winery building, with well-documented noise profiles for pumps, motors, trucks and forklifts, etc. is located within 10 feet of a property line. According to appellants' noise expert, without an approved winery design, there are no assurances that the proposed noise mitigation measures will work.

Exhibit N: Graphic of winery design with overhangs for truck Exhibit N: Graphic of winery design with overhangs for truck back-up and unloading determines noise abatement.

According to **Exhibit O: Vibra-Accoustics Expert Letter - Peer Review dated July 2018, winery operations and truck turn around noise has not been mitigated:**

" *With the proper application of the Noise Element of the Sonoma County 2020 General Plan and correction of other technical deficiencies there is reasonable evidence that the proposed Ramey Winery Operation will create noise impacts in exceedence of the Noise Element. We do not believe that the mitigation measures proposed in the I&R August 2017 Addendum to the March 2017 Environmental Noise Assessment would be sufficient to attenuate noise from the winery [operations*

including trucks] such that the noise limits ...would be met."

Six-foot sound walls are unlikely to adequately mitigate the noise from large trucks and winery equipment, and noise levels from trucks and equipment were underestimated. Noise analysis is a significant deficiency in the MND.

Also, the conditions of approval depart from precedent on noise. Amplified sound is allowed in the Walnut Grove and amplified music in the hop kiln and baling barn dwelling unit, and the conditions *uncharacteristically* state that "drums, horns and other loud instruments" will be allowed vs. prohibited. Thus, noise is a potentially significant impact on neighbors on the east side hospitality complex as well, as it is an unenforceable mitigation measure to require windows and doors remain shut during amplified music.

Last words: This letter attaches appellants' *new* information as exhibits, and also refers to and lists additional evidence *already in the record.* That additional record evidence will be emailed tomorrow, resulting in one set of comprehensive exhibits. We note that we asked for a September hearing date given conflicts and the need to procure expert testimony; this request was denied by Supervisor Gore. We have waited for the staff report and recommended corrected Conditions of Approval for Tuesday's hearing, and have not received this information from the County.

Sincerely,
Appellants

Maacama Watershed Alliance
Healdsburg Citizens for Sustainable Solutions
Forest Unlimited
Sonoma Coast Rural Preservation
Todd Everett
Warren Watkins

<u>BOLDED</u> EXHIBITS WITH LETTER – Full exhibit set delivered separately - Appeal of Westside Farms Winery and Hospitality Complex - UPE 14-0008	Delivery Date
Exhibit A: Administrative Record up to BZA Hearing - 2014 to 2017 Westside Community Association Advisory Committee Four Letters, with attachments. 1. WASA October 27, 2014 Letter to Director of Planning on Potential Breach of Williamson Act 2. WCA Advisory December 2, 2104 Letter for Joint Design Review/ Landmark's Commission Hearing 3. Westside Advisory January 14, 2015 Letter response to Initial Study - early identification of issues 4. Westside Advisory August 28, 2017 Letter for BZA Hearing 5. County Map for Westside Area of Potential Over Concentration, 6. February 4, 2014 County Letter on baling barn non-compliance with Williamson Act and County zoning densities	Friday 8/10/18
Exhibit B: Project Definition Site Plans	Friday 8/10/18
Exhibit C: Map of Existing and Potential Tasting Room access roads within ½ mile, and chart "Large Project Comparison Westside Farms to 2012 Hop Kiln Project"	Attached to 8/9/18 letter
Exhibit D: Adobe Associates, December 30, 2015 Technical Report	Friday 8/10/18
Exhibit E: W-Trans Traffic Report dated XX 2015	Friday 8/10/18
Exhibit F: ALTA Planning and Design Expert Testimony - Peer Review **(relative to sight distance standards and reliance on questionable prevailing speed study)**	Attached to 8/9/18 letter
Exhibit G: Todd Everett Letter with **Attachment 1: County's Existing/Proposed Winery/Tasting Room chart, with corrections** **Attachment 2: No Bicycle and Pedestrian Committee review or conditioning per General Plan requirements - Procedural Error**	Attached to 8/9/18 letter
Exhibit I: EBA Engineering January 5, 2017 Geologic Report for General Plan Policy WR-2e	Friday 8/10/18

Exhibit J: Adobe Associates December 30, 2015 report which addressed projected water use and hydrology. No analysis of cave excavation feasibility given rock type and soils or removal of spoils.	Friday 8/10/18
Exhibit K: Janis Grattan Watkins, Esq. June 12, 2018 letter to California Department of Conservation, Division of Land Resource Protection, regarding the Williamson Act	Attached to 8/9/18 letter
Exhibit L: Jane E. Nielson, PhD Geologist, Letter on deficiencies in geologic data and analysis, dated August 7, 2017	Attached to 8/9/18 letter
Exhibit M: "Design Review Committee Record of Action" December 2, 2014 recommending substantive changes to design	Friday 8/10/18
Exhibit N: Graphic A10.04 winery design with overhangs for truck back up and unloading shows one key relationship as to how project design, which has not been approved, **d**etermines noise abatement	Friday 8/10/18
Exhibit O: Vibra-Accoustics Expert Letter - Peer Review on I&R noise studies, dated August 7, 2018	Attached to 8/9/18 letter

EXHIBIT C

Gracianna Winery
Westside Rd
Arista Winery
Williams Selyem Winery
Westside Rd
Westside Rd

Large Project Comparison - Westside Farms to Hop Kiln

Features	Approved Westside Farms 9/21/17	Denied Hop Kiln 6/21/12	Approved Hop Kiln in 2015 as amended by Landmark in 2017
Winery Capacity	60,000 cases	60,000 cases	30,000 cases
Parcel size and On-site grape production	76 acres, 32 acres vineyard to estate (plus 10 acres under long term lease) = 8,000 -12,000 estate produced cases	97 acres owned and planted to estate – produces 24,000 - 35,000 cases	97 acres owned and planted to estate – 24,000 - 35,000 cases
Square footage of Winery Facilities	**52,930** 32,210 winery and 20,720 wine cave for storage and unspecified uses	**56,424** (including 6,200 case storage in barn)	**24,755** (including 6,200 case storage in barn)
Square footage of hospitality, event and office space (not historic displays)	**15,000** - with 10,500 hospitality and 4,500 office space square footage Not including outdoor event space	**18,000** - Up to 9,000 in Hop Kiln structure (2,750 tasting room) 6,500 new tasting room/office, plus 2500 marketing accommodations.	**6,520** in 3 story Hop Kilns and 2,750 existing tasting room. New 770 food/wine pairing room and approx. 2-3,000 other in basement
Parking	130 total 51 marked 79 unmarked overflow	120 total 60 marked (existing) 60 unmarked overflow	60 marked (existing) Unspecified overflow parking
Employees	15 full time, (plus 3 part time, and 6 seasonal)	18 employees	18 full time
Number of events - Road Safety Issues at driveway intersection	22 total - road safety not mitigated 20 promotional and 2 industry 10 with up to 30 people 5 with up to 60 people 5 with up to 120 people	37 total - road safety not mitigated 29 promotional and 8 industry 12 events with up to 50 people 7 events with up to 100 people, 7 events with up to 175 people, 3 events with up to 300 people. .	**Road safety mitigated** 12 total 8 industry and 4 Ag promotional Up to 150 people
Non-event trip generation	92 per day, excluding events	150 per day including events	75 per day
Hours of events	Up to 9 pm with clean up before 10 pm	Up to 9 pm with clean up before 10 pm	Indoor events up to 9 pm with clean up before 10 pm Outdoor end 5 PM
Food pairing	Yes – 3 rooms	Yes – 1 room	Yes – 1 room
Commercial Kitchen	Yes - 3	No	No
Amplified sound in **tasting room/ baling barn**	Allows drums, horns and instruments. No outdoor amplified sound at winery. Amplified speech permitted in Grove	No outdoor amplified sound and no loud instruments – drums, horns, etc.	**No outdoor amplified sound or** loud instruments – drums, horns, etc.
Marketing Accommodations	Yes – 2 units, with kitchen and dining rooms creating second dwelling unit	Yes – 4 units in single dwelling unit on Williamson Act property	**None, as amended by Landmark**

Large Project Comparison - Westside Farms to Hop Kiln

Discretionary Use Permits run with the land, with future owners granted all allowed uses. A Use Permit must be evaluated based on the characteristics of the project within the context of its physical setting - the Supervisors are to evaluate the project impacts, not the intent or character of the current owner/applicant.

KEY COMMUNITY CONCERNS WITH WESTSIDE FARMS PROJECT

- **Significant road safety issues - large winery with hospitality complexes on both sides of the road**
  - Two opposing commercial driveways create unsignalized intersections near curves; applicant must cut away a hillside and remove trees. Insufficient safe sight distance with truck turning movements create dangerous situation for vehicles and cyclists
  - Operations on both sides of road will create confused turning movements, leading to queuing and potential pedestrian crossing
  - Fourth winery in 0.25 miles - drivers have to deal with 5-6 project driveway intersections along a road with blind hills and curves
  - Increased speeding and illegal passing of cyclists and slower moving vehicles on Westside Road is leading to a significant number of single car accidents creating road safety, power outage and vegetation fire impacts
- **Too large in Scale and Intensity for the Westside Area**
  - 60,000 cases is approximately three times the average of wineries on Westside Road
  - 15,000 square feet of Hospitality facilities and office space proposed on agricultural preserve, Williamson Act lands
  - Events, with amplified music, are larger in size and intensity than recent approvals and twice the number as recommended in the draft Westside Local Area Guidelines
  - Three commercial kitchens with dining areas, 4-5 separate event and tasting facilities/ outdoor areas, and a second dwelling unit (non-compliant with Zoning Code or Williamson Act), creates a large hospitality complex with significant unstudied impacts
- **Detrimental Concentration:** Permitting 4 or 5 adjacent projects, without other limiters or a long-term build-out plan for the area, sets precedent for commercial concentrations along one of the County's premier agricultural, rural corridors.
  - Approval would result in four (4) winery/tasting rooms permitted within 0.25 miles on contiguous parcels, with 5th project on a parcel developed with multiple homes and barns, requesting the addition of winery/tasting room in the application review phase.

EXHIBIT F

MEMORANDUM

100 Webster Street, Suite 300
Oakland, CA 94607
(510) 788-6880
www.altaplanning.com

To: Marc Bommersbach

From: Hugh Louch, Principal, Alta Planning + Design

Amy Jackson, PE, PTOE, Alta Planning + Design

Date: September 14, 2017

Re: Review of Ramey Winery Project Traffic Impact Analysis

Alta Planning + Design has reviewed the traffic study conducted by W-Trans for the Ramey Winery Project in Sonoma County, CA. This memorandum summarizes the results of this review. The traffic study performed by W-trans provides thorough explanation regarding the methodology used to assess the anticipated impacts of the Ramey Winery project. W-trans used a conservative approach to assume the existing traffic volumes, and applied the appropriate level of service methodology for the existing conditions analysis, which uses percent time spent following thresholds to determine levels of service. W-trans also appropriately used Sonoma County's Winery Trip Generation form, as the ITE Trip Generation Manual does not include data for wineries.

There is concern regarding the reported 85th percentile speed that could impact the required sight distance for vehicles leaving the winery driveways from a stop condition. The 85th percentile speed plays a large role in determining the required sight distance for the driveways later in the report.

The report indicates there is not currently a posted speed limit on Westside Road. Based on a spot speed study performed by W-Trans, the 85th percentile travel speed on Westside Road is reported as 35 mph. However, the calculation for determining the 85th percentile speed from the data provided is not clear. The average speed for each hour is provided in the attachment, instead of a full set of speed captures for an entire hour. A spot study should be conducted during a non-peak hour when vehicles are expected to travel at free flow conditions rather than a peak hour when vehicles could be experiencing congestion. Vehicle speeds should be captured for an entire hour, or during the time it takes to capture 100 vehicle speeds, whichever occurs first. Based on a set of data from either 100 vehicles or an hour of vehicles, the 85th percentile speed can be calculated.

Based on the average speed data provided in the attachment, it appears that the 85th percentile speed could be higher than 35 mph. It would be reasonable to request that the calculations or data set used to determine the 85th percentile speed be provided.

The 85th percentile speed should be used to determine the sight distance for vehicles exiting the winery driveway from a stop condition. This type of sight distance is referred to in AASHTO's *A Policy on Geometric Design of Highways and Streets* as "departure sight triangles" and referred to in the California Highway Design Manual as "corner sight distance".

Assuming the speed is 35 mph, the left turn sight triangle and right turn sight triangle from stop should be 390' and 335', respectively. However, if the 85th percentile speed is higher, as speculated, these sight triangles would be increase. **Therefore, the 85th percentile speed should be calculated based on a speed study as discussed above in order to accurately determine the minimum intersection sight distance for passenger cars exiting the winery, making left and right turns onto Westside Road.**

EXHIBIT G

August 1, 2018

Letter to the County of Sonoma Board of Supervisors,

As a resident of the Westside community, I am requesting you deny the Westside Farms Application to create a large hospitality complex with three separate tasting rooms, overnight accommodations, daily food service, and 22 events on its property at 7097 Westside Rd (UPE14-0008). The project should be denied because the Westside Road Area has reached its carrying capacity and cannot accommodate such intensive commercial development. No cumulative impact analysis was conducted to consider the high concentration of wineries in the immediate vicinity (attachment 1 maps and table showing driveways in 0.25 miles), and the Bicycle and Pedestrian Committee did not review the project as required by County policy (attachment 2).

The Westside Road area has 29 permitted wineries or tasting rooms, and has reached its carrying capacity.

1. four wineries or tasting rooms with events, including weddings, are located within six tenths of a mile of the proposed tasting rooms,

2. traffic on Westside Road during large industry-wide or winery-specific event weekends already is altering scenic character of this rural area. The draft condition of approval that the Applicant will voluntarily agree to coordinate with the neighboring wineries is inadequate to avoid a detrimental concentration of winery-related traffic.

3. the addition of 22 promotional events each year, some with up to 120 people, to the nearly 200 permitted events at Westside area wineries will result in thousands of people driving down Westside Road principally on weekends when up to 20 large bicycle events are held as well; and

4. traffic and limited sight distances at driveway intersections are already imperiling the safety of our country roads for cyclists.

We need to ask ourselves: when enough is enough. Either, the County can continue to approve permits for wine tasting facilities on an incremental basis and discover at a later date our rural areas are so degraded that they no longer attract tourists or retain their property values. Unfortunately for future generations, the County will not be able to restore the landscape to its current condition.

Or, the County can adopt comprehensive guidelines that strike the right balance between private property interests and the public interest in sustaining our agricultural lands and open spaces. The County can encourage wine tasting rooms to be located in the places where they fit in with the surrounding uses and services like along the 101 corridor or "city centered" growth encouraged in our General Plan.

This latter approach, comprehensive guidelines and location-appropriate growth, are the most prudent and responsible actions Supervisors should take prior to any more approvals of new wineries and events in saturated areas.

Agricultural property owners can earn a fair return on their property by engaging in the growing of crops and selling their products directly or indirectly. However, proposing to operate three tasting rooms, provide marketing accommodations, prepare food in three separate commercial kitchens, holding winery events in up to five separate locations, and operating industrial scale processing facilities on agricultural property appears to be focused on earning a profit based on hospitality services, not agriculture. Or, worse yet, speculating on higher purchase real estate prices. These are not valid reasons for granting approval of this permit along a rural by-way.

Please adopt a winery event ordinance and guidelines and protective standards for new wineries and associated events as soon as possible so that everyone, winery owners and residents, know the ground rules and our community does not have to contest developments that exceed the carrying capacity of our beautiful countryside.

Sincerely,

Todd Everett
5400 Wallace Creek Rd.
Healdsburg, CA 95448

Attachments
County Assessor's Parcel Map of project area
Corrected MND Table of wineries or tasting rooms in 1.5 mile area
Procedural Error: Failure to take proposed project to the Bicycle and Pedestrian Committee

Attachment 2

Lack of Bicycle and Pedestrian Committee (BPAC) review of this project is a violation of County General Plan policies related to bikeways.

The Board of Supervisors adopted Resolution #10-0636 on August 26, 2010 amending the Sonoma County General Plan and adopting the 2010 Bicycle and Pedestrian Plan brought the County of Sonoma into compliance with the Complete Streets Act of 2008 (AB 1358), and the Plan is currently in effect.

Policy 2.14 of the Plan states:

> *"Refer the following projects to the BPAC to review consistency with Bikeways Plan to evaluate potential for creating hazards or barriers to walking or bicycling:*
>
> *7. Discretionary project anticipated to be conditioned with roadway improvements along existing or proposed Class I, II, or III bikeways."*

Westside Road is a Class III bikeway under the above referenced Plan. The proposed project seeks a discretionary use permit from the County and includes proposed conditions for roadway alterations and significant vehicle traffic hazards. Therefore, per Policy 2.14, this project should have been referred to the BPAC for their consideration, yet there is no record of this project being brought before the BPAC in Committee's minutes or statement in the MND for the project

Westside Road is one of the most popular bicycle routes in Sonoma County. Thousands of local cyclists enjoy Westside Road for recreation and it is part of several nationally recognized events, including the Vineman triathlon, the Wine Country Century, Healdsburg Harvest Century and the Giro Bello. Over 20,000 people travel to Sonoma County to participate in these events, contributing an estimated $15 million to the local economy.

As proposed, the project access is located on a section of Westside Road between two sharp turns where inadequate sight distance exists to ensure the safety of cyclists (and motorists). This concern is compounded by the fact that the project proposes two driveways on opposite sides of the road, and is expected to generate an average of 153 vehicle trips daily, not including special event traffic or harvest traffic.

Review of this type of project is precisely what the BPAC was commissioned to do. The bicycling community should have been given an opportunity to weigh in on this project due the potential for significant impacts to the safety of cyclists.

Clearly the County did not follow its own regulations regarding review of this project.

Furthermore, Policy 2.09.8 of the Standards for Class III Bikeways states:

> *"Where a Class III Bikeway is designated along a Scenic Corridor, avoid grading and tree removal and/or grading wherever possible if these activities appear likely to affect the scenic resource."*

In addition to not having the BPAC and the cycling public an opportunity to review this project, there is no consideration in the MND that impacts from grading or tree removal along this Bikeway, or to determine if other less impactful mitigations for the bikeway were considered.

Finally, the W-Trans March 10, 2016 study states that the level of service for bicycles is "D". Such a low score for bicycles on this bikeway suggests further review by the BPAC.

Attachment 1

County's MND incorrectly states the number of promotional events held at neighboring wineries.

The table below correctly lists the events and case production of the nearby wineries on Westside Road. No cumulative impact analysis was performed to consider these winery events, industry wide events and bicycle events on Westside Road.

Winery Name	File Number	Address	Production	Events
Landmark (Hop Kiln)	UPE13-0011	6050 Westside Rd	21,026 cases	12 @ up to 100
Rochioli	UPE03-0019	6192 Westside Rd	15,000 cases	
Allen Family	UPE04-0018	6575 Westside Rd	16,000 cases	
Gracianna (Amador)	UPE10-0021	6914 Westside Rd	N/A	Not allowed
Arista (McWilliams)	UPE04-0113	7015 Westside Rd	20,000 cases	15 @ up to 200, incl. weddings
Proposed Project				
William-Selyem (Pebble Ridge)	PLP04-0062	7227 Westside Rd	35,000 cases	24 @ up to 125
Thomas George	UPE10-0019	8075 Westside Rd	20,000 cases	16@ up to 125
Porter Creek	UPE86-0136	8735 Westside Rd	9,000 cases	

Proposed Projects	File Number	Address	Production	Events
Westside Farms	UPE14-008	7097 Westside Rd	60,000 cases	22 @ up to 125 proposed
DuMol (Flax)	UPE16-0102	6677 Westside Rd	492 cases	18 @ up to 100 proposed

The above table indicates that in the approximately1.5 mile area there are 107 event days permitted or being proposed with up to 125-200 people attending. In addition there are about 13 industry-wide event days that add considerable traffic and about 20 known bicycle event days.

Average case production of the 8 wineries within 1.5 miles is 17,064. The proposed Westside Farms project would be over three times this average.

EXHIBIT K

June 12, 2018

Attention: Monique Wilber, Program Manager
Land Conservation Act Program
California Department of Conservation
Division of Land Resource Protection
801 K Street, MS 14-15
Sacramento, CA 95814-3528
Email: DLRP@conservation.ca.gov

RE: Breach of Williamson Act and Sonoma County's Uniform Rules for Ag Preserves on a parcel under a Prime Land Conservation Contract

Project Parcel: 7097 Westside Road, Healdsburg, CA 95448. APNs 110-240-031, 032, 040 are one 75-acre legal parcel of record per Lot Line Adjustment 04-0088.

Dear Ms. Wilber,

Sonoma County citizen groups and residents request that the Department review the pending *Ramey Winery* project for consistency with the Williamson Act and local rules and regulations. If there are potential inconsistencies, we request you notify us and Sonoma County officials by early August. The County Board of Supervisors is set to review the project approval at a hearing on August 14.

As discussed below, the approved project allows intense visitor-serving commercial uses on Land Intensive Agriculture (LIA) land under a Williamson Act contract (Ag. Preserve 1-397; OR# 2007-037936). The project includes: 1) a large, stand-alone overnight accommodations building with commercial kitchen and VIP tasting room; 2) three tasting rooms at the one site; and 3) two additional commercial kitchens serving food at events, wine club parties, dinners and regular food and wine pairings at both winery/event complex and public tasting room We are concerned the project approval sets a bad precedent for excessive visitor-serving uses and large hospitality buildings on Williamson Act land. We would like your interpretation of how the Act and local rules apply to this project — and whether any of the proposed commercial and residential activities threaten a material breach of the Act, under Gov. Code sec. 51250(b).

Project description

The project site, known as Westside Farms, consists of 75 acres (one legal parcel) containing 42 acres of commercial vineyard, single family residences, historic hop kiln, historic baling barn, and agricultural accessory buildings. Westside Road bisects the parcel. (See A5 - A7Staff Report and Conditions of Approval)

On the West side of the road, the project will add a new winery building with 60,000 annual case production, a commercial kitchen, tasting rooms and a wine cave.

On the East side, the two historic buildings will be repurposed for hospitality uses. The hop kiln building will be converted to a public tasting building, with a commercial kitchen, multiple tasting/food service rooms, storage and office.

The baling barn is a three story structure containing about 5,000 square feet. The upper floor is proposed for two "guest room marketing accommodations" with two full bathrooms (759 square feet) and a common lounge area (513 square feet) — a total area of 1,372 square feet. Condition of Approval #79 limits the accommodations to noncommercial use by "private guests" of the winery operator or owner; however, it does not prohibit use during promotional events. The middle floor of the baling barn has a reserve tasting room with commercial kitchen and VIP lounge area. The lower floor is proposed as storage and a mechanical room.

In addition to twice daily food service in the public and private tasting rooms, the proposed project allows 22 agricultural events per year with a range of maximum guests (10 events with 30 guests in the winery tasting room, five events with 120 guests, and two events with 300 guests in the public hospitality complex), and participation in industry wide events totaling two event days per year with a maximum of 300 guests.

<u>Overnight accommodations as additional dwelling units are incompatible with Uniform Rules and the Williamson Act</u>

Sonoma County allows marketing accommodations for sales and marketing of agricultural products as an "agricultural support use." (A4: Sonoma County Uniform Rule for Agricultural Preserves 8.3 B.2)

However, the two overnight accommodations for "private guests" of the *Ramey Winery* violate the Uniform Rules, which set specific limits for detached guest quarters. The floor area for detached guest quarters must not exceed 640 square feet, including any storage area (excluding garage). Also, the guest quarters shall be located not more than 100 feet from the primary dwelling on the parcel. (A4: Sonoma County Uniform Rule2)

Here, the two overnight accommodations occupy an entire floor of a separate building and have a total area of 1,372 square feet. This far exceeds the 640 square foot limit. Also, the building is more than 100 feet from the primary dwelling. The proposed accommodations are not allowed under Uniform Rule 2.

In 2014, planning staff found this proposed use violated the Williamson Act contract. Staff stated the baling barn building has all the components of a "dwelling unit" under the zoning code: it has bedrooms, bathrooms, marketing area, commercial kitchen and general storage area on the lower floor. This meets the requirements for the structure to be classified as a "dwelling unit." Staff concluded:

> For the project site, neither the density [60 acres per dwelling unit], nor the Williamson Act contract allows another dwelling unit on the parcel. Therefore, the marketing accommodations as designed are inconsistent with the zoning density allowance and the Williamson Act contract. (A1: February 4, 2014 staff letter)

Despite this, the 2017 staff report, pp. 17-18, contains no analysis of the dwelling unit issue. The project approval also failed to address the violation of Uniform Rule 2 size limits. Residents raised the Williamson Act inconsistency concerns in a letter to the Planning Director dated October 2014 (A2), again in 2015 and at the Board of Zoning Adjustments hearing in September 2017.

In previous approvals, if a kitchen is included, the structure is usually identified as a dwelling unit. Also, unlike other approvals, this project approval allows the use of the marketing accommodations in association with Ag promotional events. (See A3 BZA Staff Report - for Silver Oak Winery PLP 14-0004 versus A5 Staff Report for UPE 14-0008)

It now appears there is a pattern and practice of approving marketing accommodations in Sonoma County that intensify residential and/or hospitality activities in Sonoma County's prime farmlands. This increases the human population on the land. A core tenet of the Williamson Act is to limit the density of permanent or temporary human population in order to protect crop-growing lands. We request an interpretation of whether the proposed overnight accommodations in this case are compatible with the Williamson Act and local rules.

<u>Baling barn structure is a material breach of the Williamson Act contract</u>.

The Williamson Act recognizes the enormous costs to both the economy and the environment of opportunistic and sprawling patterns of development on agricultural lands. One of the most important stated goals of the Act is the discouragement of such patterns through tax incentives to keep land in agriculture and open space preservation. The Act declares that this goal is a matter of public interest and will be of benefit to urban dwellers themselves by discouraging discontiguous urban development patterns, which unnecessarily increase the costs of community services to community residents. (Gov. Code sec. 51220(c))

As noted above, overnight accommodations occupy the entire third floor of the baling barn and greatly exceed the size limit of Uniform Rule 2. In addition, the second floor is entirely occupied by nonagricultural, visitor-serving uses: reserve tasting room, commercial kitchen and VIP lounge area. Altogether, the residential and hospitality uses occupy over 3,700 square feet. Per Sonoma County Planning Department letter (A1), the uses in this structure qualify as a dwelling unit under the Sonoma County zoning code; yet a primary residence already exists on this parcel and another dwelling unit is not allowed. The uses are comparable to urban

development (dwelling units, restaurants, bars and entertainment lounges) rather than agriculture.

Significant urban uses in an accessory building, i.e., the baling barn, appear to constitute a material breach of the Williamson Act. Under Gov. Code sec. 51250 (b), "... a material breach is a commercial, industrial or residential structure, exceeding 2,500 square feet, that is not permissible under the Williamson Act contract, local uniform rules or ordinances."

The Williamson Act does not allow bed and breakfasts, hotels, resorts, restaurants, bakeries, and cafés. Sonoma County's Uniform Rules allow guest quarters limited to 640 square feet, and visitor-serving uses designed to help market products created on-site so long as they are compatible with agricultural uses. *However*, accessory uses and structures must be incidental, related, and subordinate to a compatible use. Cities and counties may determine the types of uses to be deemed "compatible uses," but must do so in a manner that recognizes a permanent or temporary population increase often hinders or impairs agricultural operations.
(Gov. Code sec. 51220.5; Uniform Rule 8.2)

Here, the intense visitor-serving uses in the baling barn are not incidental and subordinate to the primary agricultural use. We request your opinion on this issue.

<u>Three commercial kitchens show this project exceeds appropriate boundaries for food service</u>

Planning staff recognizes there is a long-standing policy question about food service at wineries and tasting rooms:

> Food service has been a major concern for conversion of agricultural lands to more intense commercial uses. However, food and wine pairing is a popular industry trend.
>
> [W]hat boundaries should be placed on this type of food service to avoid further intensifying the commercial land use? (A5: Staff report, September 21, 2017, p. 18)

Sonoma's General Plan specifically prohibits restaurants on Ag lands, as well as hotels, motels, resorts and similar lodging.

There now appears to be an emerging pattern and practice of approving commercial kitchens on agricultural land. This is a controversial issue that calls for interpretation and clarity on the allowed boundaries for food service on Williamson Act farm lands.

What sort of development is allowed? Three commercial kitchens, combined with three to four tasting rooms, lounges and 22 events on a narrow road in an already

over-concentrated area, are outside any reasonable boundary for urban uses on prime agricultural lands. Similar to weddings and concerts, large structures or multiple commercial kitchens should be deemed incompatible with the purpose of the Act.

Thank you for considering our comments.

Sincerely,

Craig Enyart

Janis Grattan Watkins, Esq., Provencher & Flatt LLP

CC:
Mayacamas Watershed Alliance
Forest Unlimited
Warren Watkins
Todd Everett
CHRP

Addendum and Attachments
A1: County Letter dated February 4, 2014
A2: Westside Association to Save Agriculture Letter dated October 27, 2014
(Note: Westside Community Association Letters dated December 2, 2014 and January 14, 2015 and August 28, 2017 are available upon request)
A3: Silver Oak Winery Conditions of Approval - Marketing Accommodations
A4: Sonoma County Uniform Rules for Ag Preserves
A5: September 21, 2017 BZA Staff Report /Lot Line Adjustment - PLP 14-0004
A6 -7: September 21, 2017 UPE 14-008 Draft Conditions of Approval

EXHIBIT L

JANE E. NIELSON, PHD
CA PG 9011

3727 BURNSIDE ROAD
SEBASTOPOL CA 95472

August 7, 2018

To: Sonoma County Board of Supervisors
Re: Proposed Westside Farms winery and event center, 7097 Westside Road

This proposed new winery is to be built on the tightest curve of Westside Road, across and upslope from an older winery that was housed in historic hops-processing buildings. The older building is on a narrow terrace directly above the Russian River, east of Westside Road. Apparently the new winery (or cave?) is to be imposed upon, or incised into a property west of Westside Road.

The current application is not apparently supported by technical studies of the site. Only a Mitigated Negative Declaration has been executed, which does not reference a geologic study of the site, nor does it specify how the new winery is to be constructed. As the Maacama Watershed Alliance has pointed out, "the Staff Report did not require the Applicant to even state whether the cave will be a Type I or II, which calls into question whether the Applicant intends to build the winery or cave."

If the structure is to be a cave, winery construction will require substantial excavation, producing spoils that will require some storage on site if the excavation will be partly backfilled, and a full geologic report should be required. The required report should include:

1. a professionally prepared geologic map showing the surface distribution of all rock units present in the general area, which the MND identifies as basal Franciscan formation, overlain sequentially by Miocene Sonoma Volcanics, and surface sediments, and the relative positions of all units;
2. a map showing the locations of drill core sites in the area to be excavated,
3. a 3-dimensional (block) diagram showing the apparent subsurface distribution of all geologic units actually intercepted by the drillers at the building site, based on the drill core samples, including both suspected and unexpected units, such as vegetative debris,
4. Engineering studies on both surface and drill core samples from the site to be excavated, and a plan for disposal of the excavations, assuming that the "wine cave" building's floor will be underlain and the walls surrounded by drain rock, sand, or some other appropriate material.

I recommend that the Board of Supervisors send this permit application back to Permit Sonoma, with a request for a report based on completion of the studies recommended in the foregoing. Assuming that a cave actually is to excavated on this extreme v-loop in Westside road, the Supervisors also should require a plan for disposal of excess excavation spoils, and should severely limit the times of waste removal to those of lowest likely traffic loads, to reduce substantial interference with normal use of Westside Road.

Sincerely,

Jane E. Nielson

Ph.D, PG 9011

EMAIL: jenielson@comcast.net
PHONE: LAND 707-829-9393/ CELL 707-292-9331

EXHIBIT O

VACC, INC. DBA
VIBRO-ACOUSTIC CONSULTANTS

490 POST STREET • SUITE 1427
SAN FRANCISCO • CA • 94102 • USA
TEL / FAX: (+1) 415-693-0424 / 1398
http://www.va-consult.com

MEMORANDUM

DATE: 7 August, 2018
TO: Craig Enyart, **EMAIL:** craigenyart@gmail.com
Warren Watkins owlwo@sonic.net
FROM: Keith Kimberling, VACC **EMAIL:** keith@va-consult.com
SUBJECT: Ramey Winery – Peer Review of Environmental Noise Assessment (01567)

Dear Craig and Warren,

We have completed our peer review report of the March 7, 2017 Environmental Noise Assessment (ENA) of Ramey Winery and the August 16, 2017 Addendum to the Assessment, both produced by Illingworth and Rodkin, Inc. The proposed winery is at 7079 Westside road, Sonoma County, CA.

We found multiple flaws with the methodologies and assumptions used in the documents which led us to question the validity of the conclusions made in the documents regarding the noise impact of the winery and the efficacy of the proposed mitigations.

1. General Plan Noise Element

Our understanding is that the Noise Element of the Sonoma County 2020 General Plan provides the appropriate regulatory guidance. The Plan has adopted several measures in regards to controlling noise from new non-transportation related projects, as summarized in Section NE-1c and Table NE-2, which is reproduced below in Table 1. Table NE-2 presents the maximum permitted noise levels allowed **at the property line** of the adjacent noise sensitive land use. The table is based on the L50, L25, L08, and L02 metrics, which define a noise level in dBA which is not to be exceeded for more than 50%, 25%, 8%, and 2% of the time in an hour. For example, table NE-2 specifies that a noise source cannot produce a noise level higher than 55 dBA for more than 15 minutes per hour during daytime hours, measured at the property line of any noise-sensitive land.

Hourly Noise Metric[1], dBA	Daytime (7 a.m. to 10 p.m.)	Nighttime (10 p.m. to 7 a.m.)
L50 (30 minutes in any hour)	50	45
L25 (15 minutes in any hour)	55	50
L08 (4 minutes 48 seconds in any hour)	60	55
L02 (72 seconds in any hour)	65	60

[1] The sound level exceeded n% of the time in any hour. For example, the L50 is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level.

Table 1: Table NE-2 from the Noise element of the Sonoma County 2020 General Plan specifying daytime and nighttime noise limits.

There are five exceptions to the values in table NE-2 stated in the General Plan, three of which are pertinent to this project:

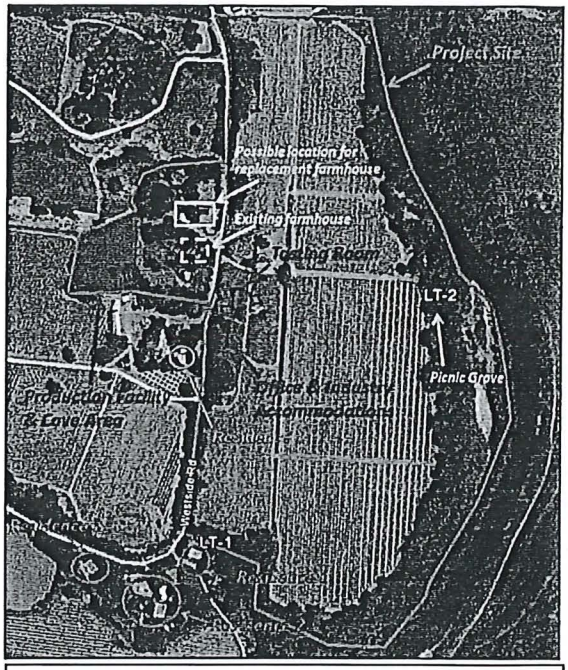
- (2) Reduce the applicable standards in Table NE-2 by five dBA for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises, such as pile-driving and dog barking at kennels
- (3) Reduce the applicable standards in Table NE-2 by 5 decibels if the proposed use exceeds the ambient level by 10 or more decibels
- (5) Noise levels may be measured at the location of the outdoor activity area of the noise sensitive land use instead of the exterior property line of the adjacent noise sensitive land use where:

  (a) the property on which the noise sensitive use is located has already been substantially developed pursuant to its existing zoning, AND

  (b) there is available open land on these noise sensitive lands for noise attenuation.

2. Comments

We have reviewed the Illingworth & Rodkin ENA, and the August 16 Addendum to the ENA, and found multiple flaws with the methodologies and assumptions used in both of these documents. To our knowledge, the August 16 Addendum was added after Illingworth & Rodkin realized that a residence near the proposed winery was not included in the earlier ENA. Since this residence (referred to as Residence 4) is located much closer to the proposed winery than the three residences that were considered, an addendum was necessary. The August 16 Addendum is dedicated to addressing Residence 4; however, it contains several significant flaws in methodology. The flaws that we found in the March 7 ENA and the August 16 Addendum are detailed below.



Project Site Map showing the proximity of Residence 4 to the proposed winery

2.1 Deficiencies in Environmental Noise Assessment – 7 March, 2017

2.1.1 Noise Source Levels

- The ENA states that the "maximum noise levels generated by heavy-duty (i.e., semi-tractor trailer type) trucks" would range from 70 dBA at constant speeds and 75 dBA when maneuvering and backing up, measured at 50 feet. We find these noise levels to be unrealistically low for heavy trucks and would expect levels around 75-85 dBA for heavy

trucks at constant speeds and 80-85 dBA for heavy trucks maneuvering, when measured at 50 feet.

- Similarly, we find that the noise levels given for light vehicles of 53-63 dBA to also be unrealistically low. We would expect levels between 60 and 70 dBA for light vehicles measured at 50 feet, depending on the vehicle type and speed.
- We found the stated noise levels for winery equipment and operations to be generally reasonable. For crush activities, it is important to note that the peak noise levels of 70-80 dBA measured at 50 feet should be used to assess noise impacts under worst-case conditions (during crush activities).
- For maintenance and forklift operations, we note that backup alarm noise is both tonal and "repetitive and irritating by design", as stated by Illingworth & Rodkin in the ENA. Therefore, noise limits applied to forklift noise should be reduced by five dBA according to exception number 2 of the Noise Element of the Sonoma General Plan.
- Table 4 of the ENA shows typical noise source levels for promotional events. While the stated values in this chart seem reasonable, the ENA does not specify how large the events from which these values were derived are in terms of number of people. This is troublesome because the table of proposed events at the Ramey Winery show four events per year where up to 300 people are expected to attend. (ENA Table 1) Clearly, the noise level coming from conversations at an event largely depends on the number of people at the event. For a 300 person event, we find that the value of 65 dBA measured at 50 feet for "Raised Conversation" stated in Table 4 is unrealistically low.

2.1.2 Omission of Residence 4

- The March 7, 2017 does not address Residence 4 in its assessment of the noise impact of the proposed winery. Since Residence 4 is significantly closer to the proposed winery than the other three residences, conclusions based on the impact to the other three residences cannot be applied to Residence 4.

Our overall assessment of the March 7, 2017 Environmental Noise Assessment is that it used a number of unrealistically low noise source levels, and it completely omitted the assessment of noise impacts to Residence 4. An addendum was added on August 16, 2017 which addresses Residence 4; however, it uses the same questionably low noise source levels in the March 7 ENA. Additionally, there are multiple flaws with the methodology used in The Addendum, described below.

2.2 Deficiencies in Addendum – August 16, 2017

We will address issues with the 6 noise impact/mitigation sections in The Addendum, each addressing a different type of noise source.

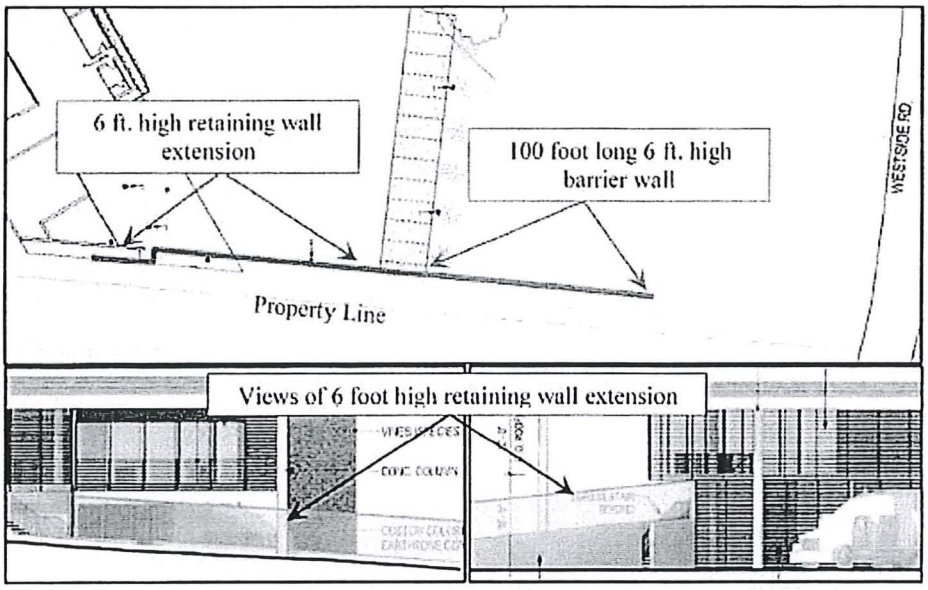
2.2.1 Noise Impact 1: Traffic, Parking Lot, and Truck Noise

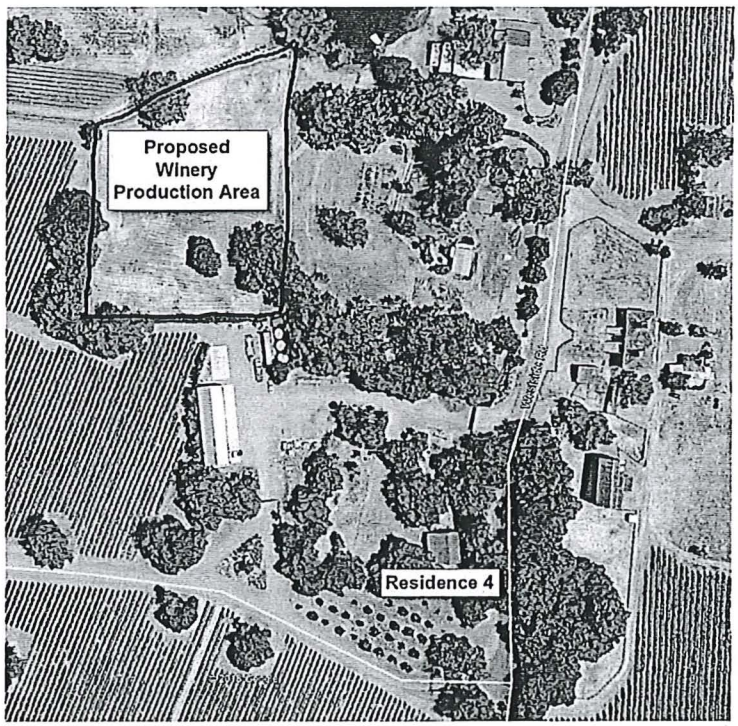
- Here, and in several other sections, Illingworth & Rodkin characterize a noise-producing area such as a parking lot as if all of the sound is emitted from the geometric center of the area. In this section, they state: "Based on review of the current site plans the

acoustic center of the 12 regular parking stalls in this area will be 75 feet from the property line of Residence 4." This methodology is not commonly used in acoustics because even if a number of noise sources are distributed evenly across an area, they would not act the same way as a point source located in the center of the area producing the same total energy. This "acoustic center" model underestimates the distance of sound sources to the receptor, and thus underestimates the noise level at the receptor.

- Illingworth & Rodkin state that automobile and light vehicle noise would be between 49 and 59 dBA at the property line of Residence 4. They state that "given the expected visitor and employee use, these activities are expected to occur for less than five minutes out of an hour on a typical day and fall in the L02 NE-2 daytime category of 65 dBA." **The use of the L02 metric for activity that is "expected to occur for less than five minutes" is a misapplication of the Noise Element of the Sonoma General Plan.** The L02 metric is to be used when the noise level is exceeded for less than one minute and twelve seconds per hour. For an activity which may occur for up to five minutes out of a typical hour, the correct metric is the L08, which gives a noise limit of 60 dBA according to table NE-2. **The effect of this incorrect interpretation is that The Addendum uses a noise limit for light vehicle traffic which is 5 dBA higher than the actual limit, and the projected vehicle noise of 49-59 dBA falls barely within the correct daytime limit of 60 dBA.**
- Furthermore, Illingworth & Rodkin state that "during events or on busy weekends, such activities may occur more frequently and fall in the L08 daytime category." It is reasonable to assume that this activity would last for longer than five minutes per hour during events and busy weekends. Therefore, the appropriate metric to be used is the L25 metric which gives a noise limit of 55 dBA. Again, **this incorrect interpretation of the Noise Element of the Sonoma General Plan results in the use of a noise limit which is 5 dBA higher than the appropriate noise limit, and the projected vehicle noise of 49-59 dBA will exceed the correct daytime limit of 55 dBA.**
- This incorrect interpretation of the Noise Element of the Sonoma General Plan is also applied to heavy truck noise. Illingworth & Rodkin state that "truck operations are expected to occur during daytime hours only and on a basis of one to five minutes per hour… thus, truck operations would fall into the L02 NE-2 category of 65 dBA." The correct metric to be used is the L08 metric of 60 dBA. **This incorrect interpretation results in the use of a noise limit which is 5 dBA higher than the appropriate noise limit when applied to heavy truck noise, and the projected truck noise of 65-70 dBA will exceed the correct daytime limit of 60 dBA.**
- Based on the incorrect noise limits, The Addendum notes that heavy truck noise would be 5 dB above the limit. The mitigation measure proposed is to extend a 6-foot retaining wall and to use the extension as a 6-foot sound barrier. Based on the correct noise limit, **this barrier wall would need to provide a minimum of 10 dB of attenuation. There is no evidence presented in The Addendum as to how the barrier would provide this attenuation.**

- The predicted noise level at the property line due to heavy truck noise is also based on questionably low source levels, as noted earlier in this report. This means that the 6-foot barrier wall proposed as a mitigation measure would likely need to provide significantly more than 10 dB of attenuation to heavy truck noise. We could not analyze the effectiveness of a 6-foot wall as a sound barrier in this situation because there was very little detail in The Addendum as to the location of the proposed wall. There is a diagram of the barrier wall in The Addendum, but it is very unclear. The diagram in question, as well as a Google Earth map of the area around Residence 4 is shown below:





Overall, the flaws in the first impact/mitigation section include misinterpretation of the Sonoma Noise Ordinance, the use of questionably low noise source levels, and lack of details about the proposed mitigation measure and its effectiveness. Considering this, **we do not believe that there is sufficient evidence to support the efficacy of the 6-foot retaining wall extension in attenuating truck noise such that sound levels from trucks do not exceed the noise ordinance limits at the property line of Residence 4.**

2.2.2 Noise Impact 2: Mechanical Equipment Noise

- The August 16 Addendum notes that equipment in the mechanical room of the proposed winery would result in noise levels at the property line of Residence 4 that exceed the Sonoma General Plan noise limit by 23-28 dB. The L50 metric is used since the Noise Element of the Sonoma General Plan does not specify a limit for continuous noise sources, and the L50 represents the median sound level over a duration of time. In this case, we believe that the ordinance was applied correctly.
- This problem in this section is that the structural attenuation of the mechanical room walls was essentially double-counted. Originally, the mechanical room was planned to be a semi-open area. As a mitigation measure, Illingworth & Rodkin propose that the mechanical room have solid walls on the southern side, between the equipment and Residence 4. The issue is that the predicted noise levels at the property line were reduced based on 6 dB of structural attenuation due to the semi-open mechanical room. Since the mitigation measure is to change the walls of this room from semi-open to solid, this 6 dB of attenuation cannot be added onto whatever level of attenuation the solid walls are expected to provide. This means that the solid walls need to provide 6 dB more attenuation in addition to the 23-28 dB. **The solid walls between the mechanical room and Residence 4 would need to provide 34 dB of attenuation in order to ensure that noise from the mechanical room measured at the property line of Residence 4 does not exceed Sonoma County noise limits.** The Addendum did not specify how much attenuation the solid wall would need to provide.

2.2.3 Noise Impact 3: Crush-Related Noise

- This section does not contain any significant methodological flaws. However, we feel it is important to note that the predicted noise level at the property line due to crush activities falling into the L50 metric is only 1 dB below the noise limit. Similarly, the predicted noise level at the property line due to sporadic crush events falling into the L02 metric is exactly at the noise limit. **While The Addendum states that no mitigation is needed, the predicted noise levels come very close to the Sonoma General Plan noise limits. (within 1 dB)**

2.2.4 Noise Impact 4: Crush-Related Noise

- As with the first impact/mitigation section, Illingworth & Rodkin make the assumption that sound coming from multiple sources in an area acts like a single point source in the center

of the area producing the same sound levels. We reiterate that this is not a reasonable assumption to make, and is not common practice in acoustics.

- According to the predicted noise levels in The Addendum, the noise from the bottling area measured at the property line would exceed the daytime noise limit by 3 dB and the nighttime limit by 6 dB. The mitigation measure proposed is to use the same 6-foot retaining wall extension described in the first impact/mitigation section as a sound barrier for the bottling noise. **As with the first section, Illingworth & Rodkin do not provide any evidence of the efficacy of this wall in providing the needed attenuation.**

2.2.5 Noise Impact 5: Maintenance and Forklift Noise

- In this section, the L08 metric is used as the noise limit for forklift and maintenance operations. **There is no justification given for why this metric was chosen, and it is not reasonable to assume that maintenance and forklift noise would only occur for less than five minutes in a typical hour.**
- Once again, Illingworth & Rodkin make the questionable assumption that sound coming from multiple sources in an area acts like a single point source in the center of the area producing the same sound levels.
- As mentioned in our analysis of the March 7 ENA, **forklift backup alarms are tonal and annoying by design, and would be subject to a reduction of the noise limit by 5 dB,** per exception 2 of the Noise Element of the Sonoma General Plan. This is not addressed in The Addendum.
- In the calculations for the predicted forklift/maintenance noise levels at the property line, Illingworth & Rodkin state that the 6-foot retaining wall would provide 6 dB of attenuation. This attenuation level of 6 dB is not mentioned in any of the other sections where the retaining wall and/or the extension of the retaining wall were discussed, and **no evidence is provided to support the claim that this wall would provide 6 dB of attenuation.**
- The predicted forklift/maintenance noise level measured at the property line is exactly at the L08 daytime limit of 60 dB. **Considering that questionable assumptions were made, the fact that the 60 dB L08 limit is used without justification, and the fact that the predicted noise level is exactly at the limit, we are not convinced by the claim that no mitigation is needed for forklift/maintenance noise.**

2.2.6 Noise Impact 6: Event Noise

- The noise source levels used in this section are based on Table 4 of the ENA, which provides typical noise source levels for promotional events. While these levels seem reasonable for small-to-medium sized events, they do not address the four 300-person events per year planned at the winery, which will inevitably produce a higher noise level.
- The noise impact of the automobile traffic due to a 300-person event is also not addressed. While impact/mitigation section 1 does mention "events and busy weekends," it uses the L08 metric for these "busy" times. We noted earlier that the L25 metric would be more appropriate, since it is not reasonable to assume that traffic noise during "busy" times would

only be present for less than five minutes in a typical hour. For 300-person events, we believe that the L50 is the only appropriate metric, since the traffic noise of 300 people showing up to an event cannot reasonably be expected to last for less than 15 minutes in an hour. **Using the L50 metric, the predicted automobile and light vehicle noise levels at the property line would exceed the noise limit by up to 9 dB**, based on the light vehicle noise levels used by Illingworth & Rodkin. We also note that these light vehicle noise levels of 49 to 59 dB measured at the property line (75 feet from the parking lot) are questionably low, especially for the number of vehicles expected for such a large event.

- The mitigation measures proposed in this section address amplified speech, amplified music, and non-amplified music, and are as follows:
  - 1) "Indoor events with amplifies speech or non-amplifies music should only occur within the baling barn or tasting room buildings with closed windows and doors."
  - 2) "Amplified music within the baling barn or tasting room should be maintained at normal, not peak amplification levels, such that the L50 level of the amplified music not exceed 72 dBA at a distance of 50 feet."
- **These two mitigation measures do not address the heightened automobile and light vehicle noise likely to occur during the large events.**

Our overall assessment of the 16 August 2017 addendum to the ENA is that it contains significant methodological flaws, questionable assumptions, and questionable conclusions about the efficacy of the mitigation measured proposed within. **We do not believe that these mitigations would sufficiently limit the predicted noise levels at the property line of Residence 4.**

3. CONCLUSION

With the proper application of the Noise Element of the Sonoma County 2020 General Plan and correction of other technical deficiencies, **there is reasonable evidence that the proposed Ramey Winery operations will create noise impacts in exceedance of the Noise Element of the Sonoma County 2020 General Plan.** We do not believe that the mitigation measures proposed in the Illingworth & Rodkin August 16, 2017 Addendum to the March 7, 2017 Environmental Noise Assessment would be sufficient to attenuate noise from the Winery such that the noise limits of the Noise Element of the Sonoma County 2020 General Plan would be met.

• • •

Please feel free to call if you have any questions; we may be reached in our San Francisco office by telephone at (+1) 415-693-0424 or via email at keith@va-consult.com.

Sincerely,

Keith Kimberling,

Vibro-Acoustic Consultants

UPE14-0008

Sonoma County Board of Supervisors

Public Hearing

UPE14-0008 Ramey Winery Appeal

August 14, 2018

Traci Tesconi, Supervising Planner

permit SONOMA

Requested Board Actions

- Consider Appeal
- Conduct Public Hearing
- Consider Written and Oral Comments
- Consider Mitigated Negative Declaration prepared for Project
- Consider Board of Zoning Adjustments Approval of the Project with Modifications

Project Location

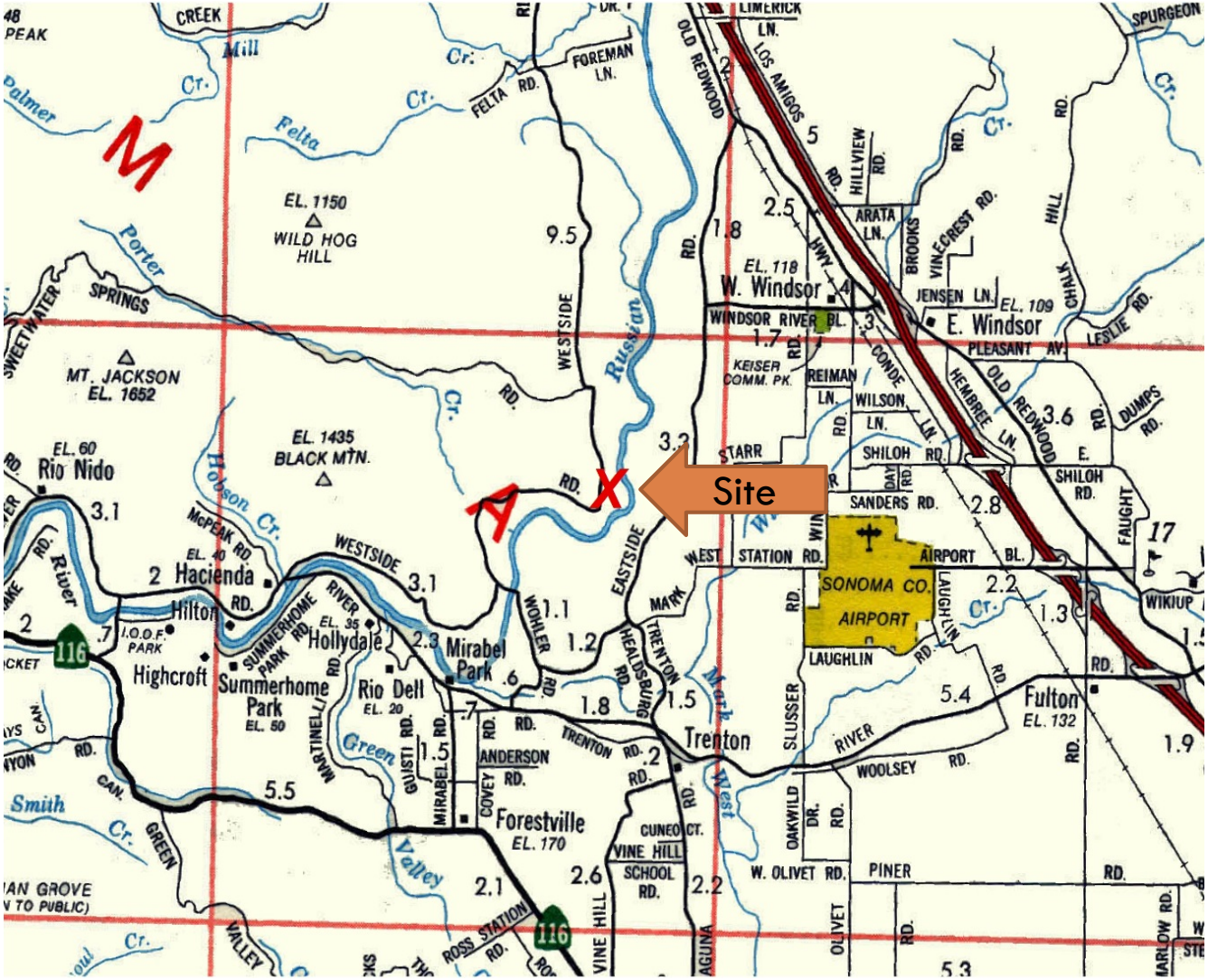
Project Site:
7097 Westside Rd, Healdsburg.

75 acres

Russian River Appellation

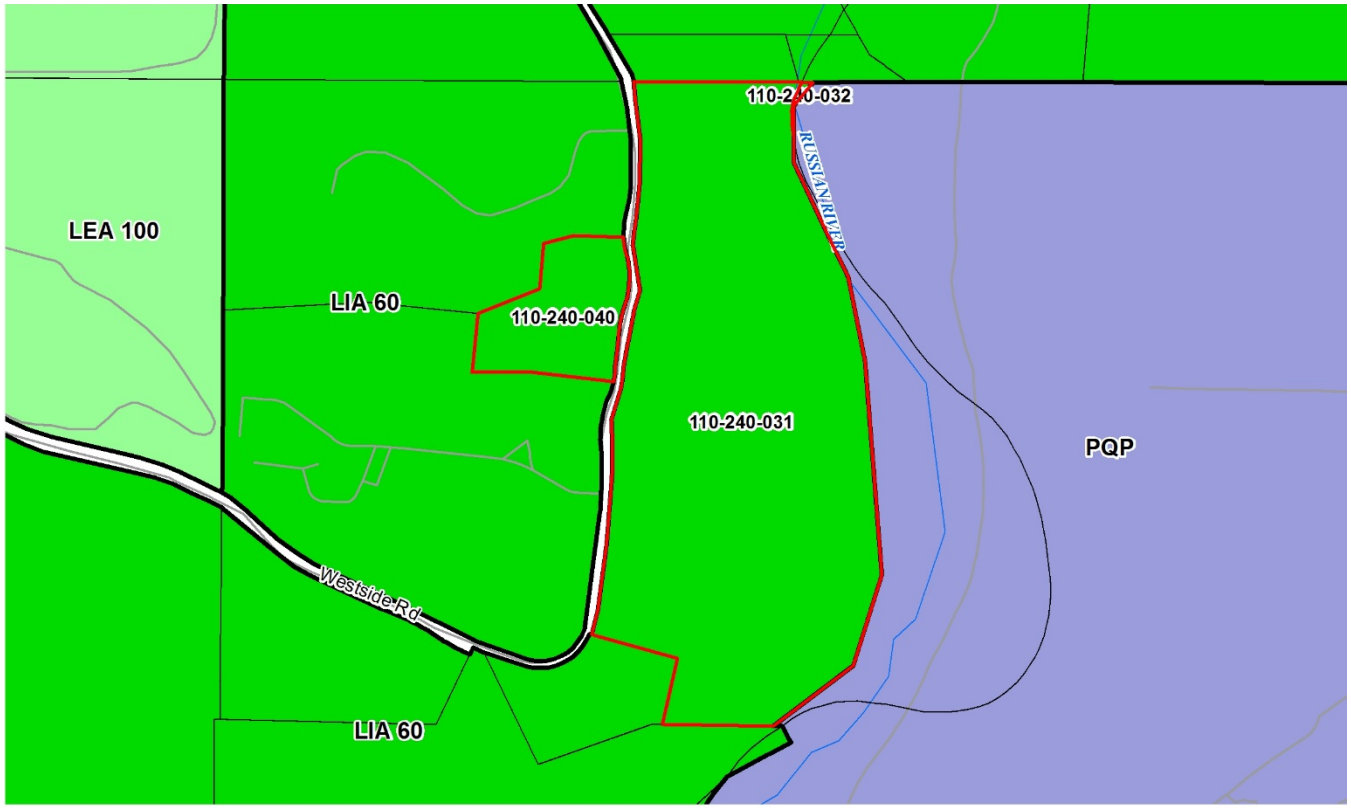
Referrals to Westside Comm Assoc. and WASA.

Outside of the Dry Creek Valley Citizens Advisory Referral Area



General Plan Land Use Map

Land Intensive Agriculture

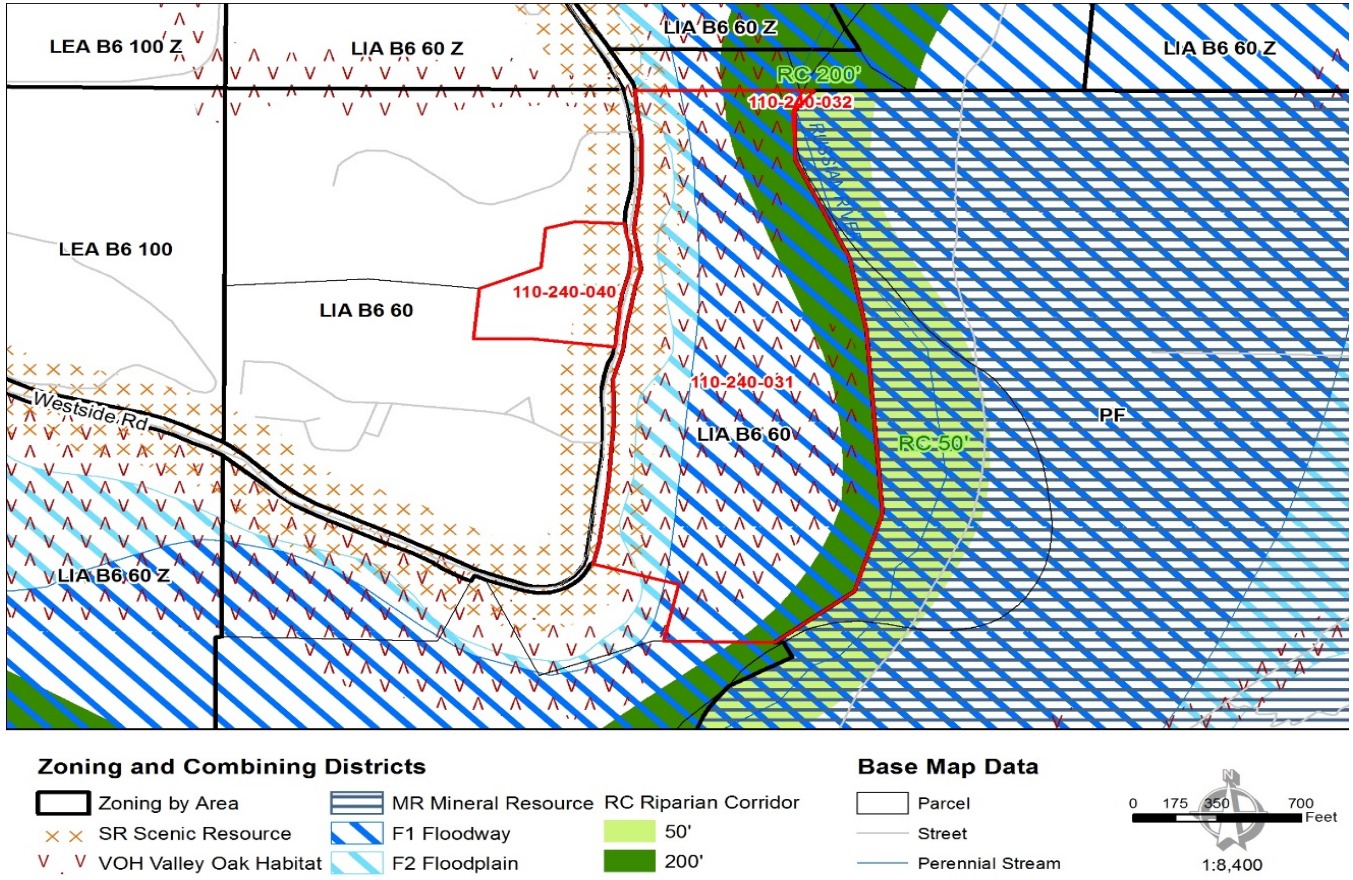


Zoning Map

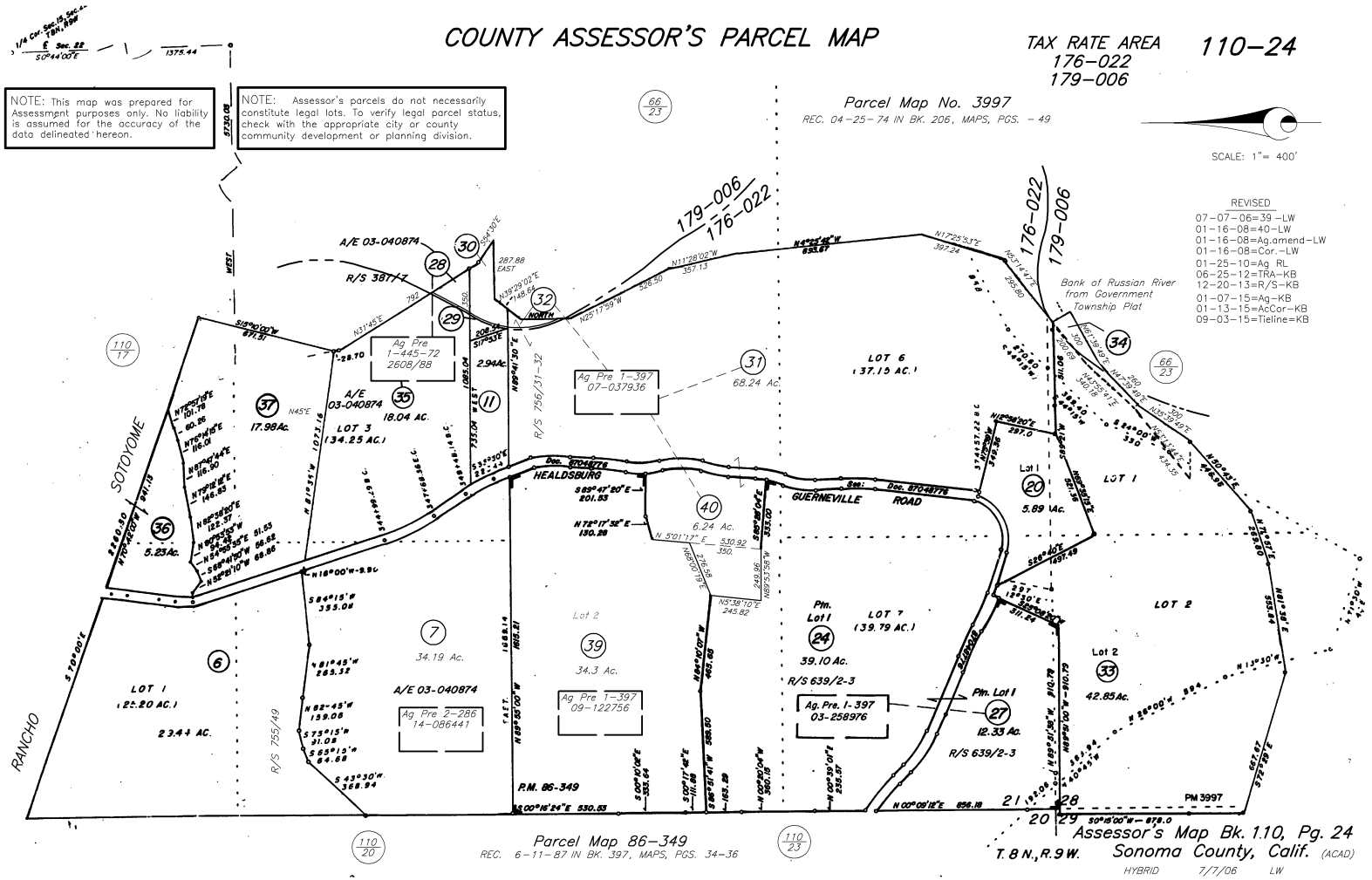
LIA B6 60 acre density, SR (Scenic Resource) /LIA B6 60 acre density, SR, F2 , F1, VOH, RC 200/100

Tasting Rooms and parking areas not in F1 area

Scenic Corridor. Not Scenic Landscape Unit designation



One Legal Parcel



Appellants' Contend

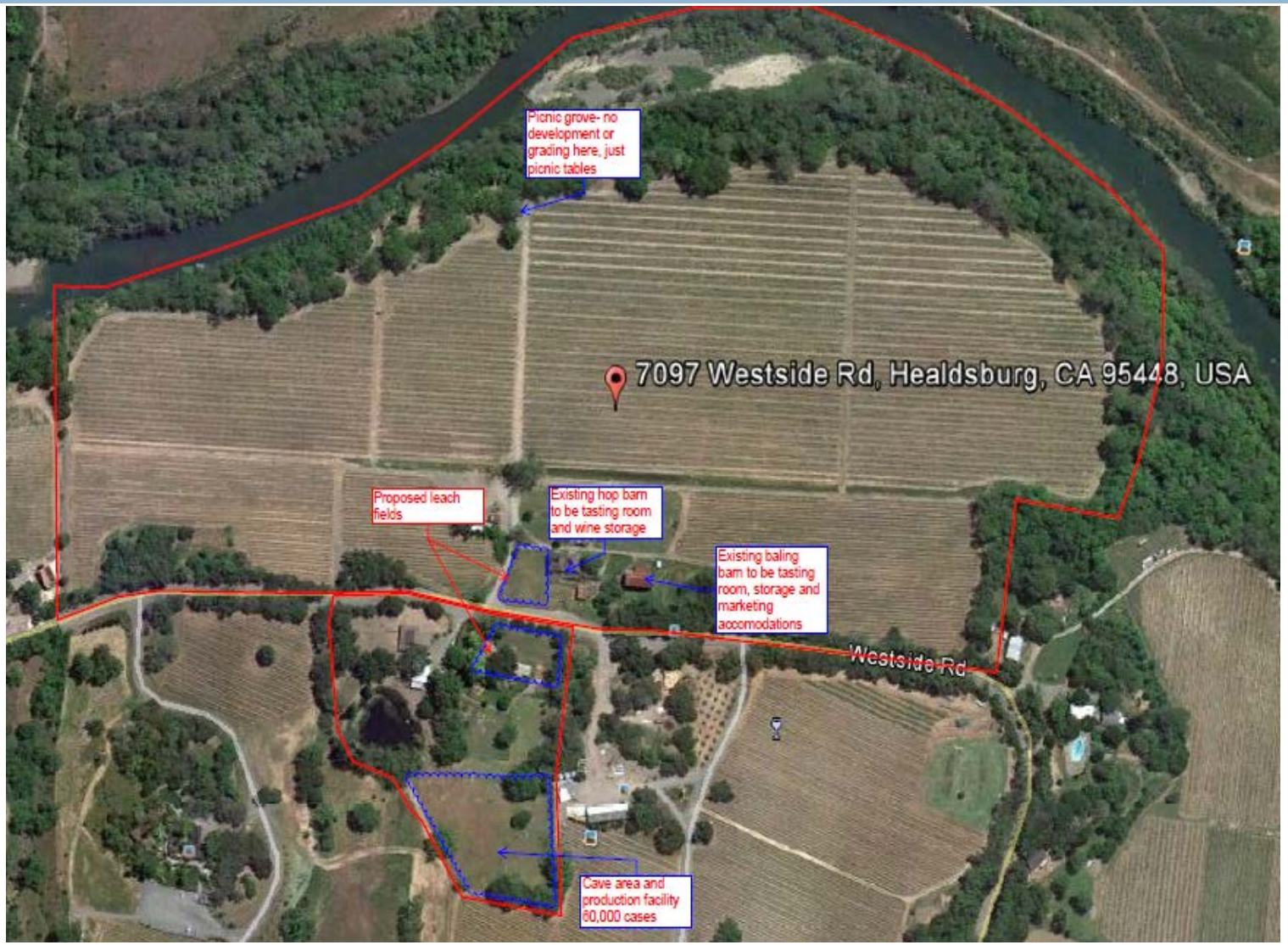
- The Project generates significant employee, public, and truck traffic in an area with inadequate sight lines.
- The large scale project with tasting rooms on both sides of the road, situated within an approximately 1,000 feet radius of three existing tasting rooms is detrimental to the rural character of the area.
- Disproportionate focus on hospitality and promotional uses is inconsistent with the Williamson Act contract and the intent of the General Plan to preserve agriculture and rural character.
- The overwhelming concentration of existing wineries on Westside Road and other similar County roadways is too great of a safety and county-wide issue for the Board of Supervisors to ignore.

Aerial View with Project Components

West Side:
Existing SFDs, ag buildings, Proposed Winery, 60,000 annual cases, and Wine Cave
East Side:
42- acre vineyard, two Historic Hop Kiln Buildings restored to public and reserve tasting rooms, and marketing accommodations,

Picnic Grove Area

Russian River easterly property line



Overall Site Plan

- Use of two existing driveways
- Use of two existing On-site wells
- On site Septic systems and winery wastewater
- On site parking provided for all employees and guests
- 15 full time employees, 3 part time, and 6 seasonal employees

LUNDBERG DESIGN
2620 THIRD STREET
SAN FRANCISCO CA 94107-3115
T 415.695.0110 F 415.695.0379

Ramey Winery
7097 Westside Road
Healdsburg, CA

NORTH ARROW THIS SHEET

Issues/Revisions

Rev. #	Description	Date

Project Site Plan (Existing)

A1.00

Winery Site Plan

Winery Blding: Two story, 32,210 sf, for 60,000 case production.

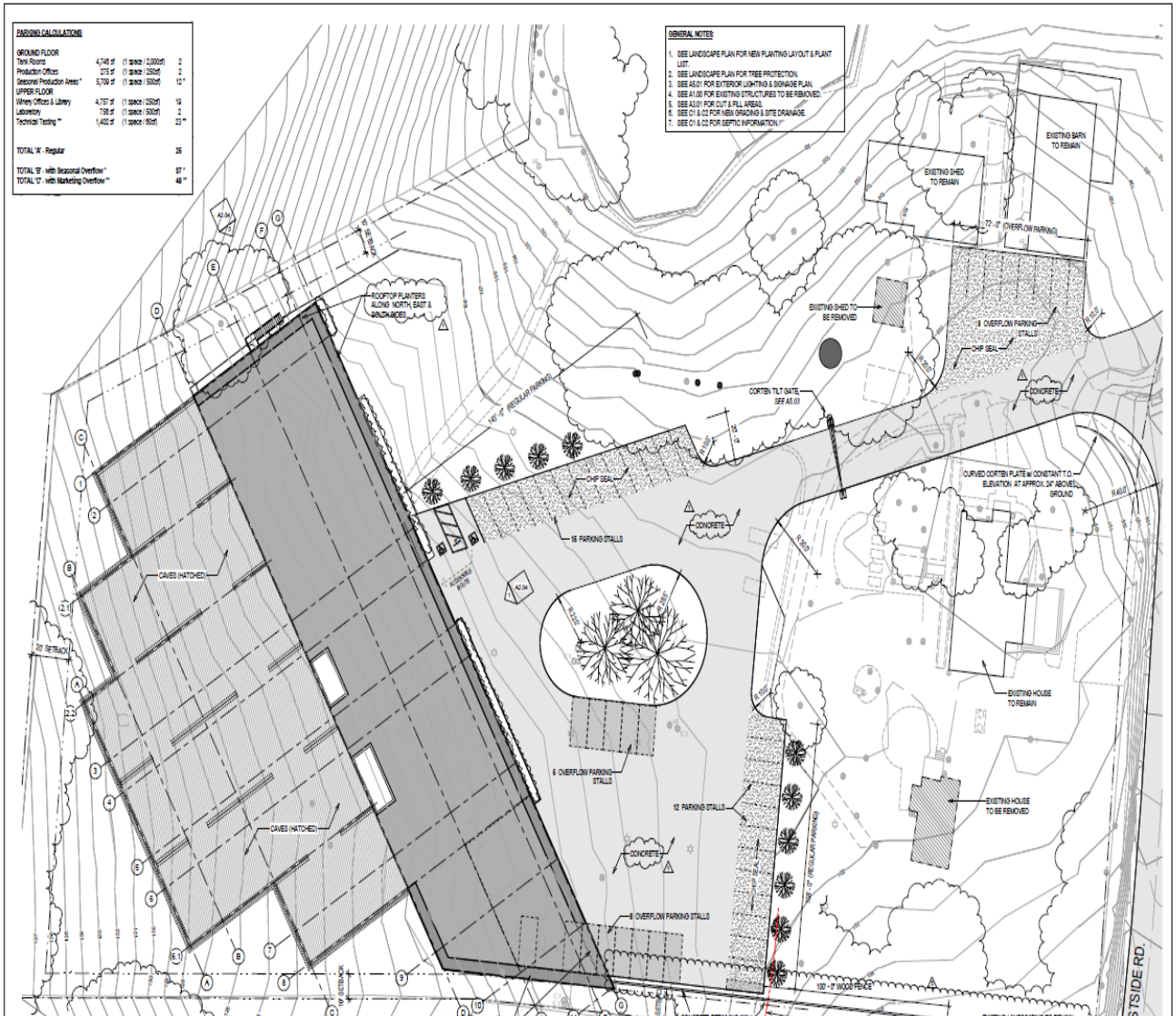
Wine Cave 20,702 sf for long term aging.

Outside of Scenic Corridor setback

Limited to 30-guest ag. promotional events and no industry wide events on this side.

On-site parking with 25 standard, 2 accessible, and 21 over-flow spaces.

Retaining wall and fence 6-feet in height along southerly property line to reduce Noise level to



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T 415.695.0110 F 415.695.0379

Ramey Winery
7097 Westside Road
Healdsburg, CA

NORTH ARROW THIS SHEET

Issues/Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.10.17
4	Noise Mitigation Modifications	06.16.17
5	Scenic Corridor Modifications	08.23.17

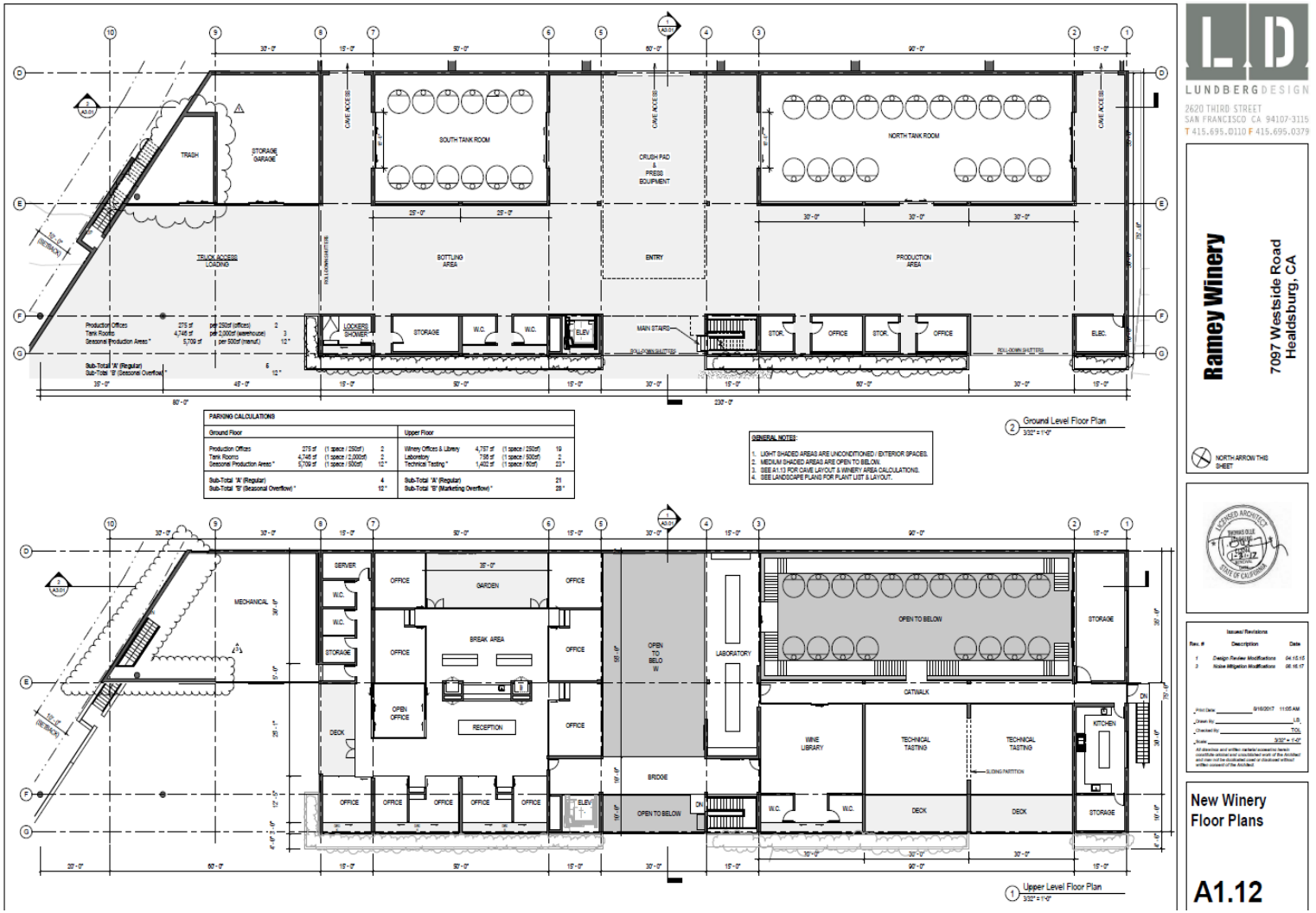
WEST Site Plan (Proposed)

Winery Floor Plan

Includes:

All indoor crushing, processing, bottling, aging, and storing.

12 offices, a break room, locker rooms, a wine library, a commercial kitchen, and two technical tasting rooms for marketing staff, distributors, chefs, and ag promo events.



Winery Building Elevations

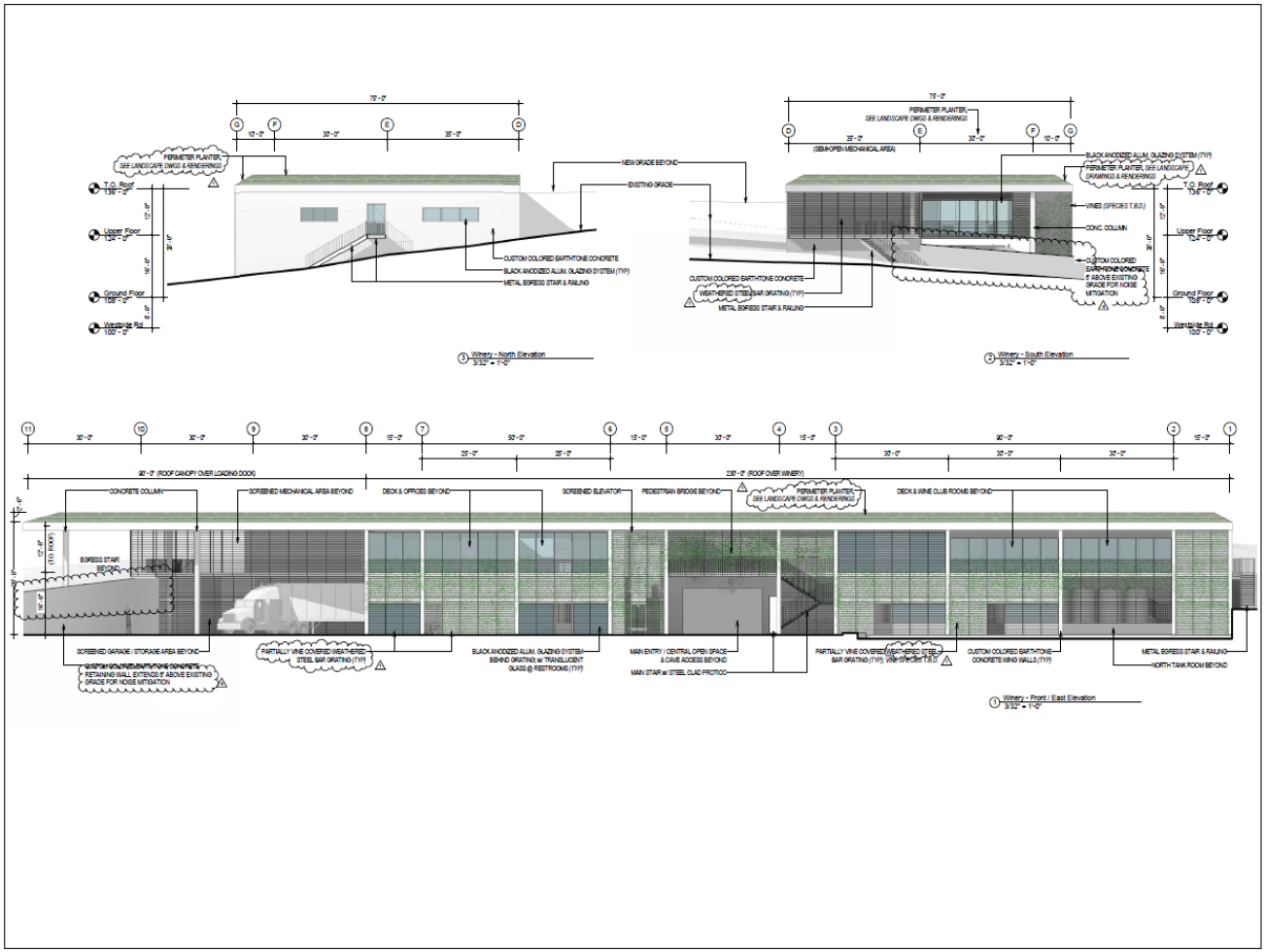
Winery Building 29 feet in height

Nestled into hillside with a perimeter planters along the roof-edge and vines planted along sides of building.

Solar panels on original plans. DRC concerned they not be too visible

Exterior lighting is downcast and fully shielded

New landscaping with native trees will be done



Tasting Rooms Site Plan

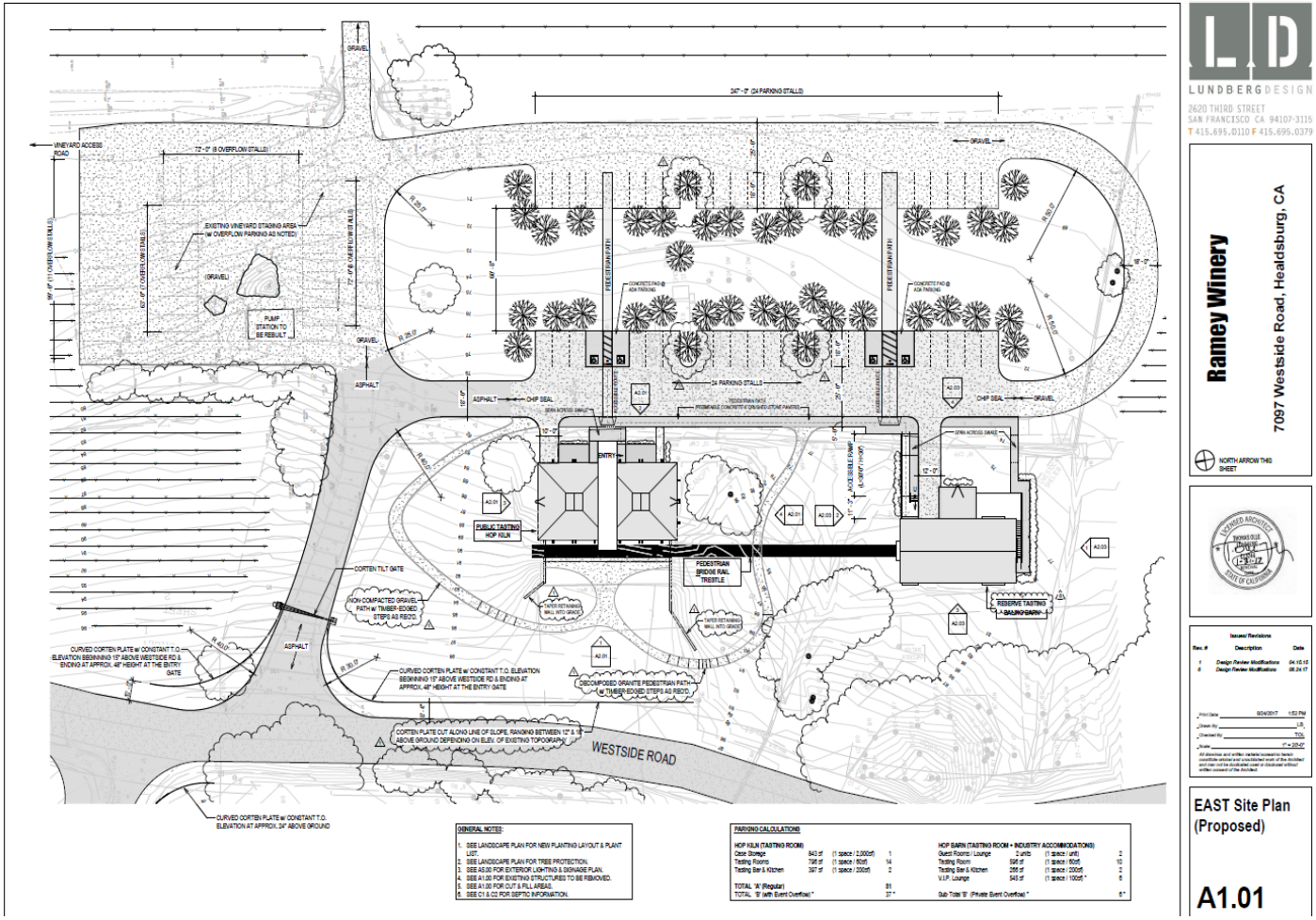
Restore/convert hop kiln to public tasting room & hop bale barn to reserve tasting room with 2 guest room marketing accommodation on the upper floor.

Existing driveway used

On-site Parking with 20 standard, 4 accessible, and 58 overflow spaces.

New landscaping

On-site wells and septic system.

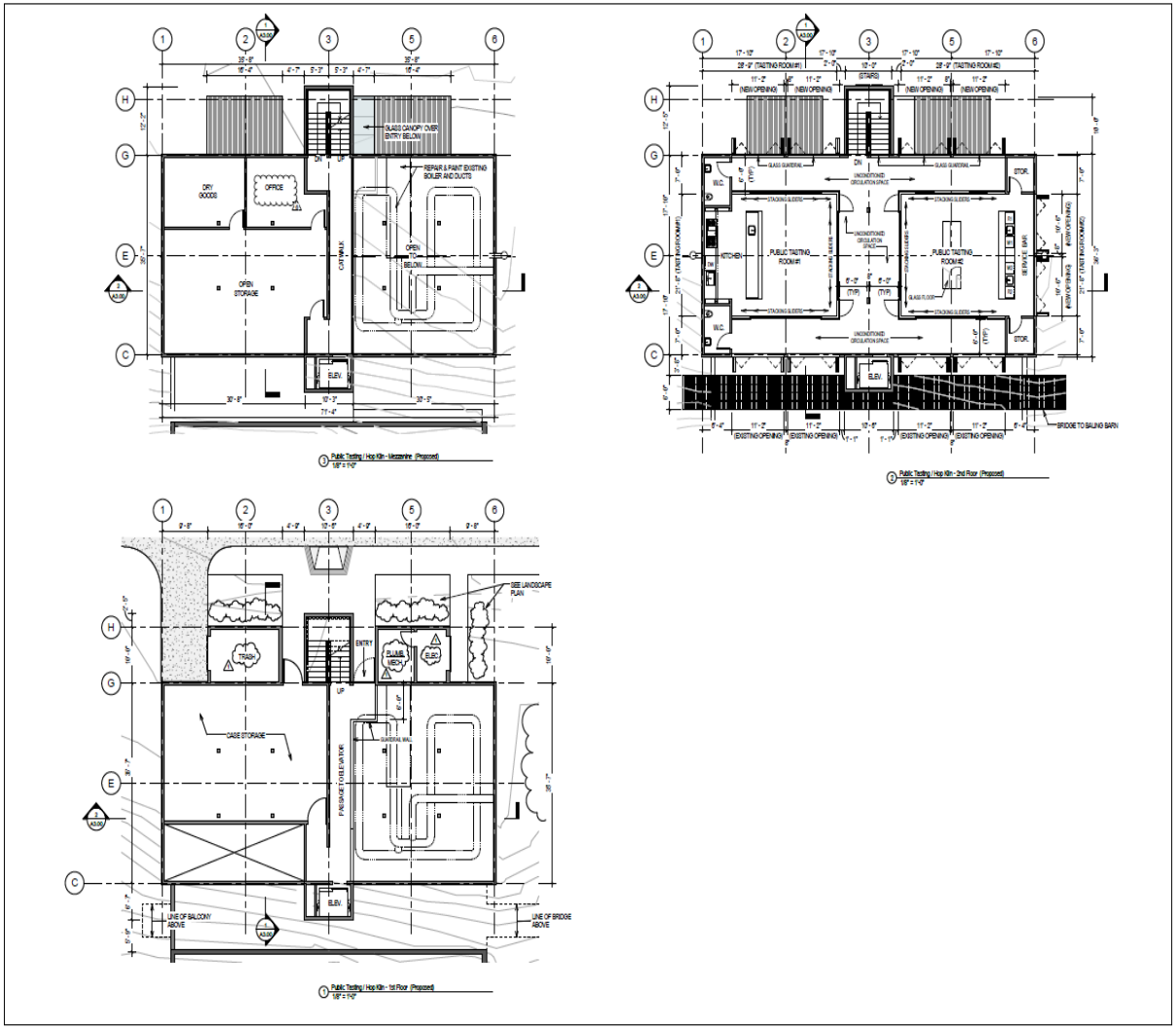


Public Tasting Room Floor Plan

Includes:

One wine bar for tastings, a commercial kitchen, a food and wine pairing area, public restrooms, case good storage, and general storage.

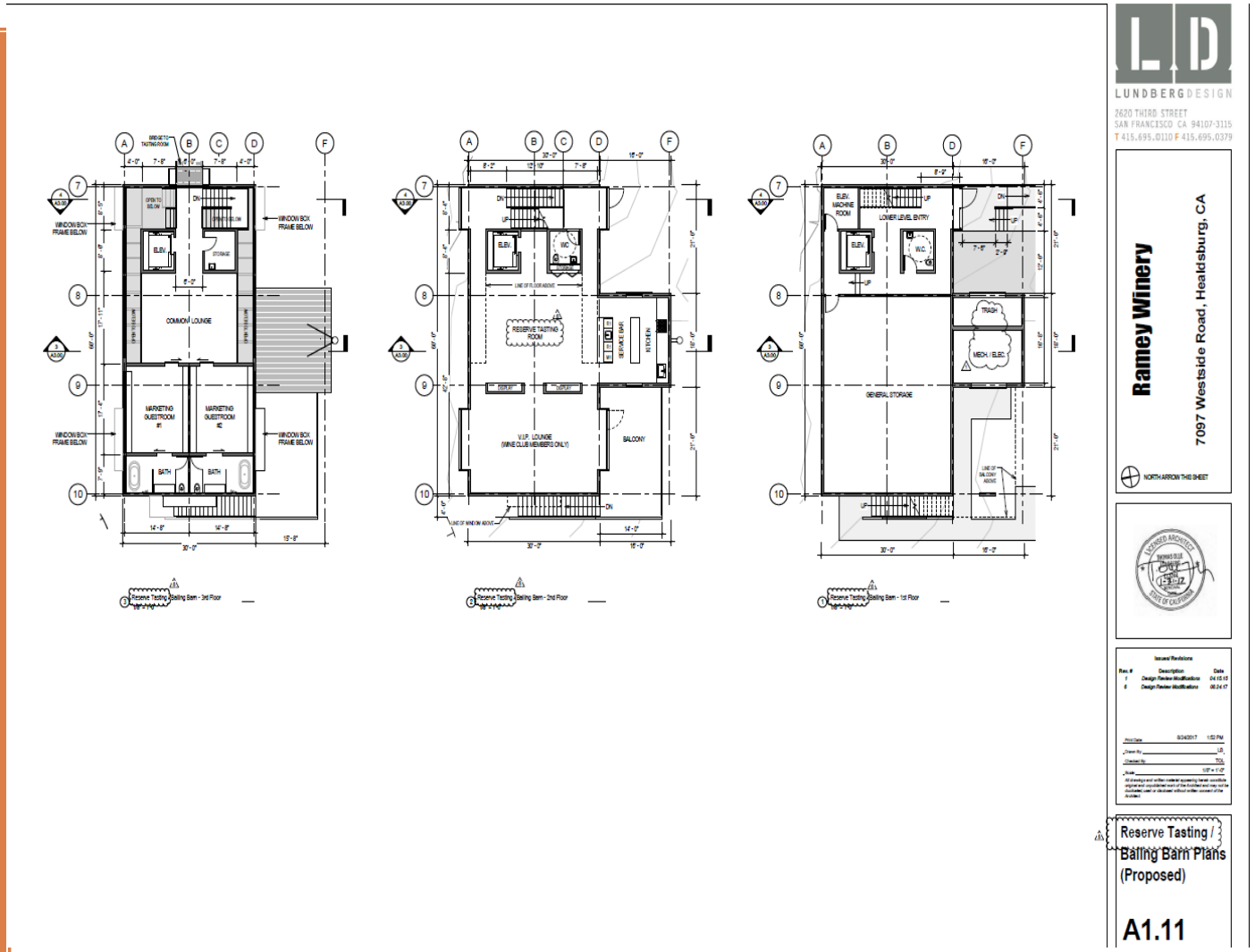
Exterior lighting is downcast and fully shielded



Reserve Tasting Room Floor Plan

Includes:

One wine bar, tasting area, a commercial kitchen with food and wine, public restrooms, two guest-room marketing accommodation with two full bathrooms, lounge areas, elevator, and general storage area.



Ramey Wine Cellars- BZA Approved Ag Promotional Events UPE14-0008

Event Type	No. of Events per Year	Hours	Maximum number of guests	Event Location on the property
Industry-wide Event	2 event days per year	10 am - 5 pm (*)	300	Tasting rooms, or outdoor walnut grove (East side)
Wine tastings	5	9 am - 9 pm	120	Tasting rooms, or outdoor walnut grove (East side)
Wine tastings	5	11 am - 3 pm; or 6 pm - 9 pm	60	Tasting rooms, or outdoor walnut grove (East side)
Winemaker lunches or dinners with on-site food preparation, and food and wine pairings	10	11 am - 3 pm; or 6 pm - 9 pm	30	Baling barn, outdoor walnut grove, or winery (East and West side)

(*) Industry wide events must occur during the public tasting room hours.
BZA eliminated two larger Ag Promo Events with 300 guests

Issue 1: Project has Significant Traffic Generation and Inadequate Sight Lines

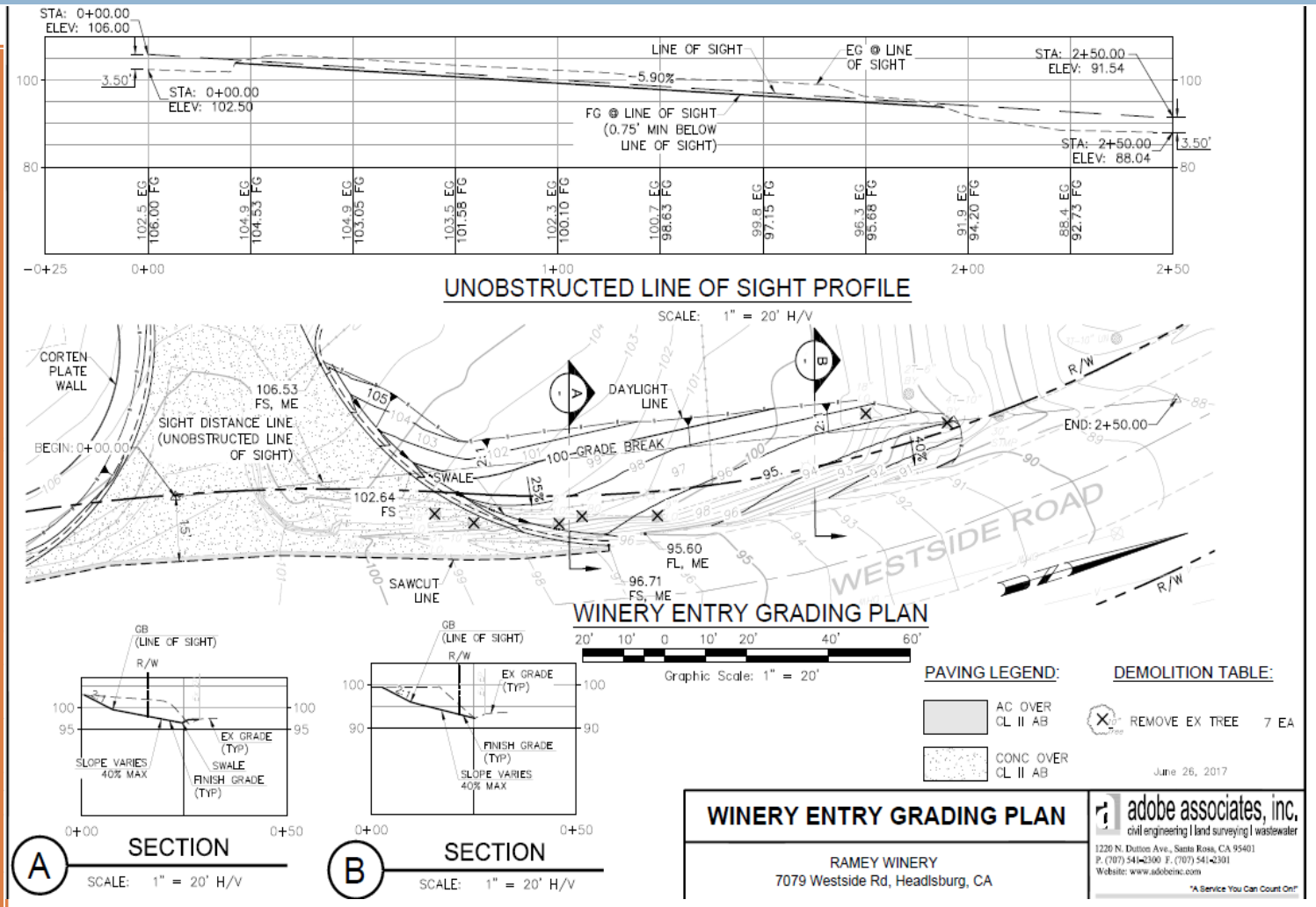
- Traffic Impact Study by W-Trans accepted by DPTW
- The largest 300-person event requires 14 staff. Using ratio of 2.5 guests per vehicle and solo occupancy for staff, such an event generates 268 trip ends- 134 inbound trips at the start and 134 outbound trips at the end. Trips would be spread out, with no more than 60 trips in either direction during a single hour, with staff arriving before and departing after guests.
- A further W-Trans addendum letter from 2017, explains that with these improvements to increase sight lines to the north to at least 250 feet, sight lines will be adequate to allow safe operation of the driveway.
- In response to the Alta Planning letter's which raised concerns with the speed study analysis, Public Works responded they are satisfied and accepted the W-Trans speed study methodology and the stopping sight distance analysis completed for the project.
- The Board of Zoning Adjustments reviewed all the traffic information and approved the project, but eliminated the two larger Ag Promo events.

Traffic

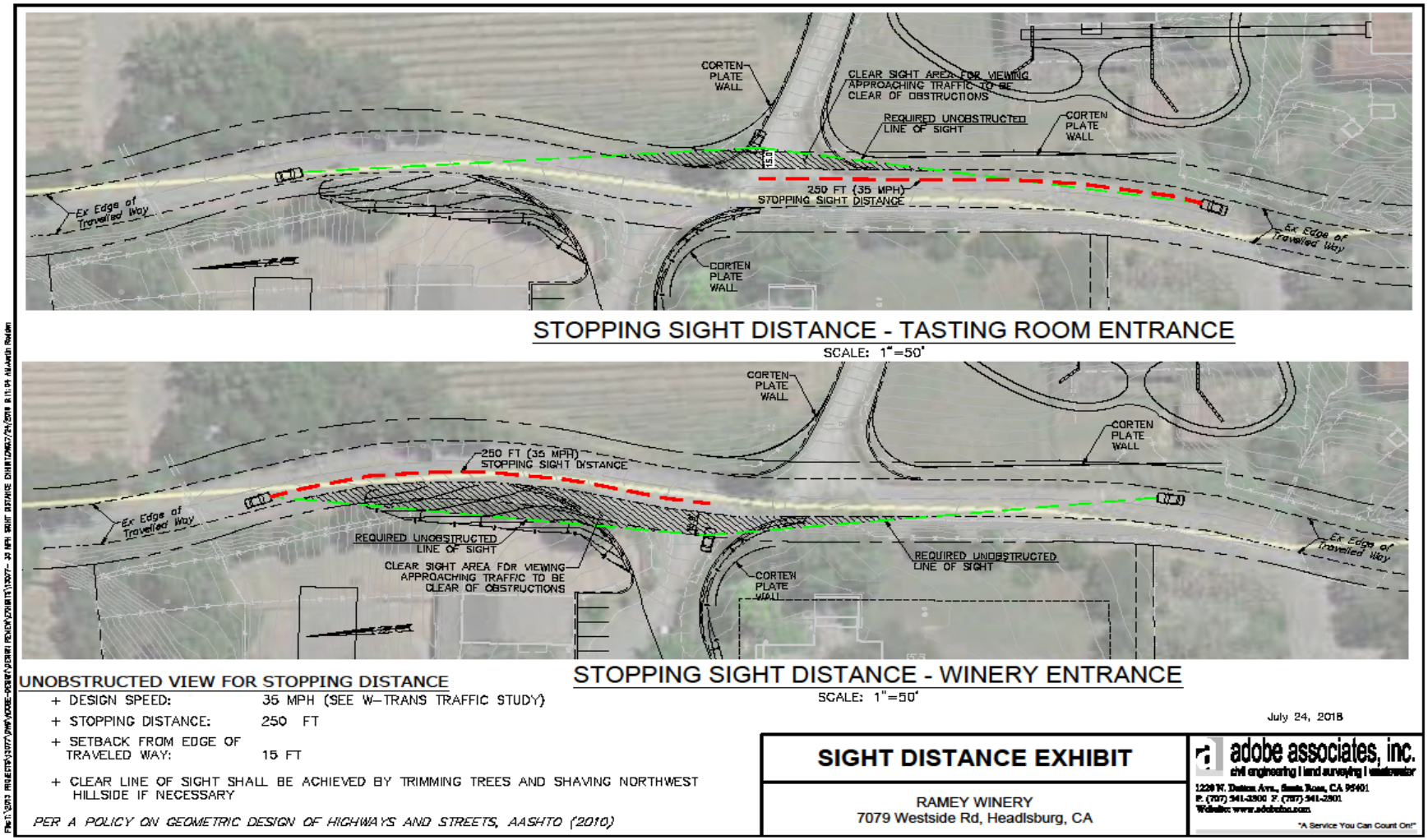
- W-Trans studies were accepted by the Department of Transportation and Public Works.
- Westside Rd is expected to have acceptable operations with project traffic
- Sight distance can be met at tasting room driveway
- With improvements to grade and lower the berm and remove trees on winery driveway, sight distance can be met
- On the winery side agricultural promotional events will be limited to 30 guest (12 vehicles) and no industry wide events.
- Conditions of Approval require events coordination with adjacent wineries and avoid having events at the winery during large bike events.
- Collisions below state average. Two collisions reported from 2012-2016
- Pedestrian traffic will be restricted by winery management and entry gate at winery stating “Not Open to the Public”
- Traffic Control and Parking Management Plan required
- One year review of event activities

Winery Driveway Grading on North side

With vegetation removal and engineered plans to lower and terrace northwesterly hillside on the project site will provide a sight distance of 250-feet.



Stopping Sight Distance of 250 feet Met for Road Segment's 35 mph Speed Study results



Issue 2: Project is detrimental to the Rural Character of the Area

The appeal contends the large project with tasting rooms on both sides of the road, and approximately 1,000 feet from three existing tasting rooms is detrimental to the rural character of the area.

- The County does not have a limit to the number of tasting rooms allowed on a site or along a roadway. Applicant will coordinate events with adjacent wineries and avoid scheduling events during large bike events (COA 109)
- W-Trans prepared a *sensitivity analysis*, it determined that 208 vehicle trips could be added in each direction on Westside Road before the northbound direction would experience unacceptable LOS D operation.
- The BZA determined the Project would not be detrimental to the rural character of the area. No joint road access conflicts have been identified, project traffic will not exceed General Plan objectives for levels of service on a site-specific or cumulative basis. The use of the on-site wells would not affect neighboring wells or the Russian River. The new winery building is setback outside of the Scenic Corridor.
- The focal point of the project is the restoration and reuse of two historic hop kiln buildings on a large 75-acre parcel used for generations for farming activities.

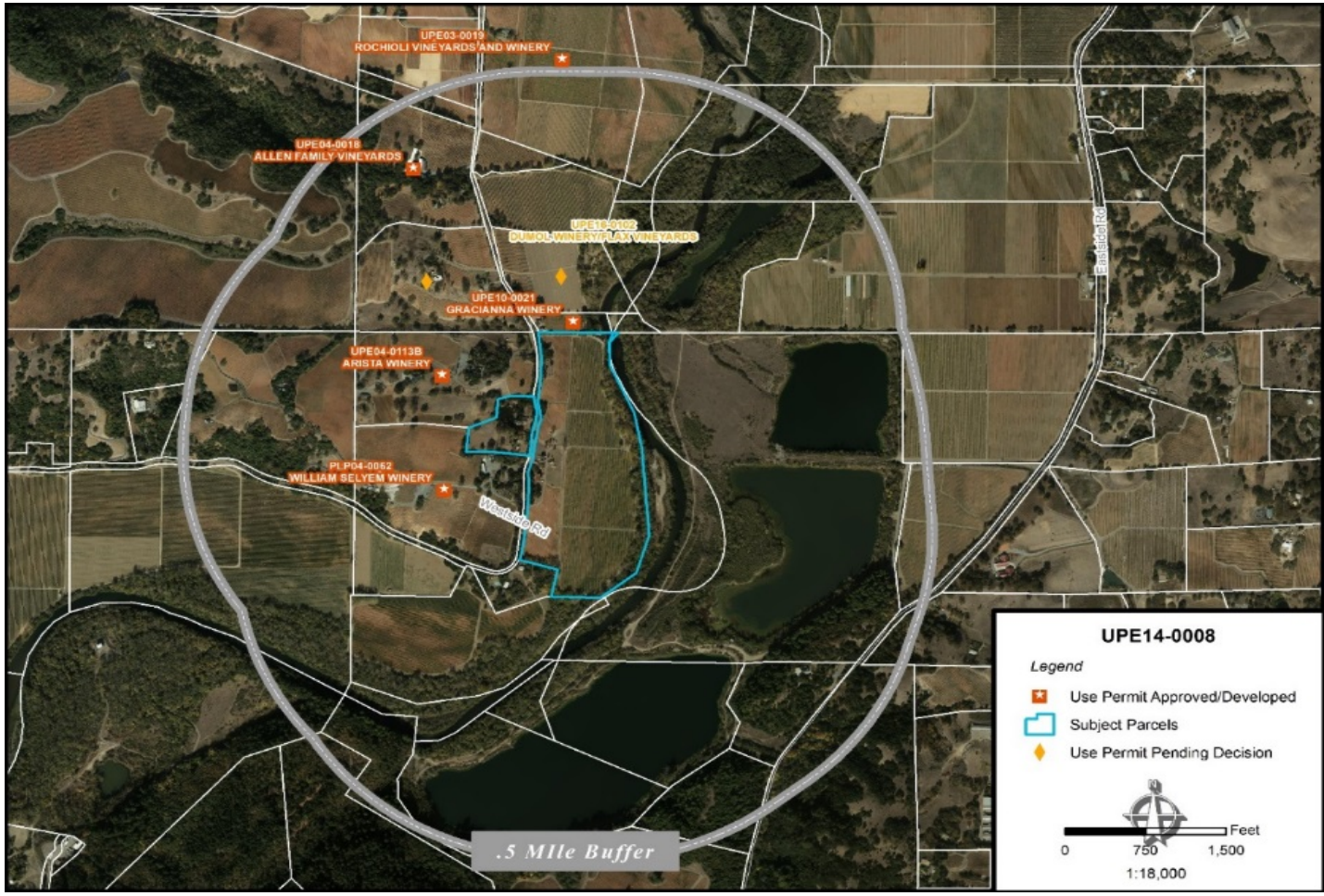
Adjacent Wineries and Tasting Rooms within one-half mile

To the South:
Williams Seylem Winery

To the North:
Arista Winery

Gracianna Tasting Room

Allen Family Vineyards and Winery



Existing Wineries within ½ mile

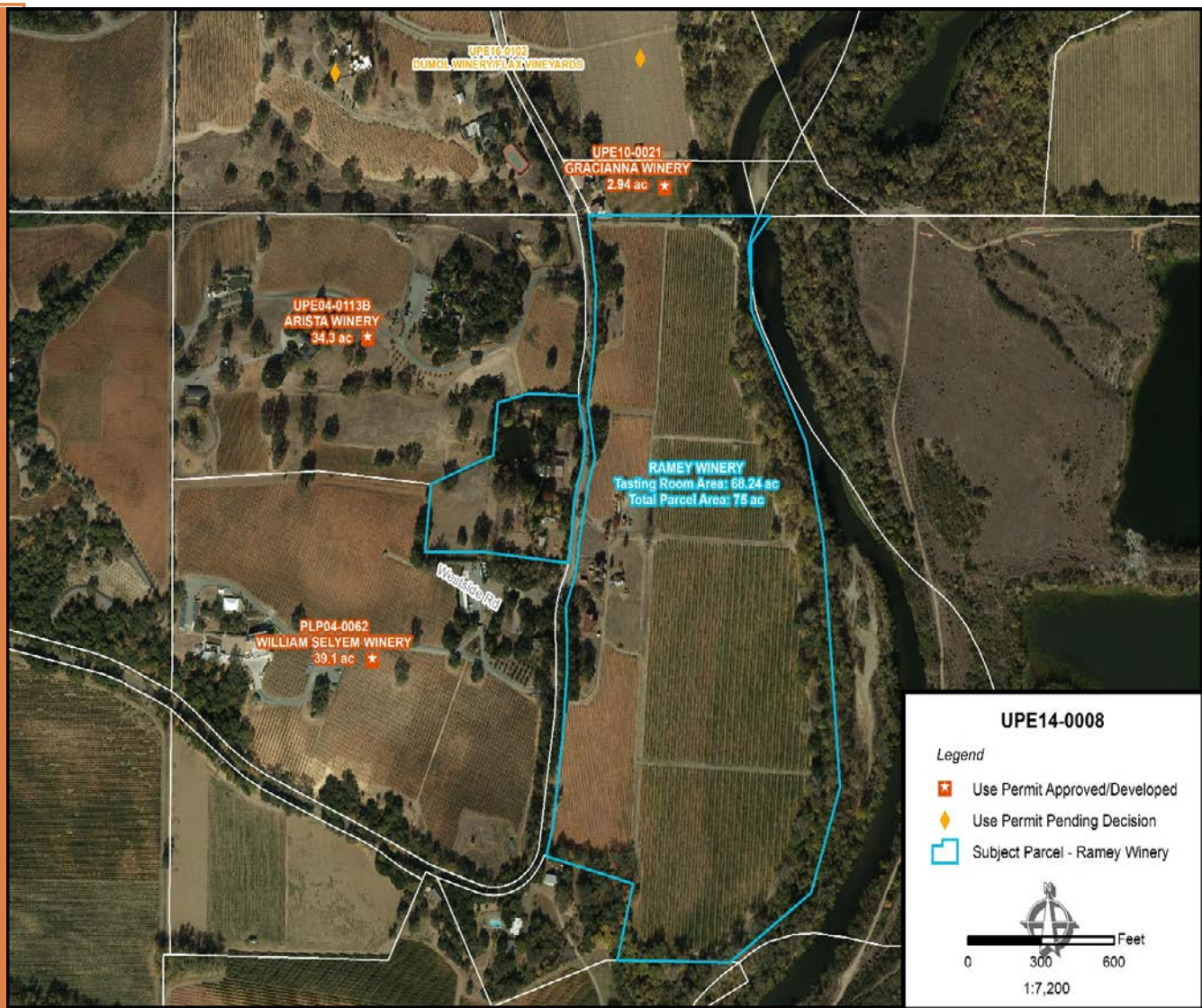
Winery Name/File Number	Location	Approved	Annual Case Production	Tasting Room/Hours	Events Yes/No
Williams-Selyem Winery **PLP04-0062**	7227 Westside Rd APN:110-240-024	Modification 6/2007	35,000 cases	Tasting hours 10AM -5 PM	Yes. 24 annual ag promo events w/110 max. guests per event. Four wine pick weekends/year.
Arista Winery **UPE04-0113B**	7014 Westside Rd APN:110-240-039	Modification 10/2012	20,000 cases	10 AM – 5 PM	Yes. 15 annual ag promo events w/200 max. guests per event
Gracianna Wines **Tasting room-(stand-alone) with 1.1 acres of vineyard. 300 cases of wine processed off site.** **UPE10-0021**	6914 Westside Rd APN: 110-240-011	Modification 3/2014	Not applicable	10 AM – 6 PM Seasonal April 1 thru November 30th each year	**No events**
Allen Family Vineyards **UPE04-0018**	6575 Westside Rd APN: 110-240-006	10/2004	16,000 cases	**No tasting**	**No events**

BZA Determined Project is Consistent with General Policy AR-5g

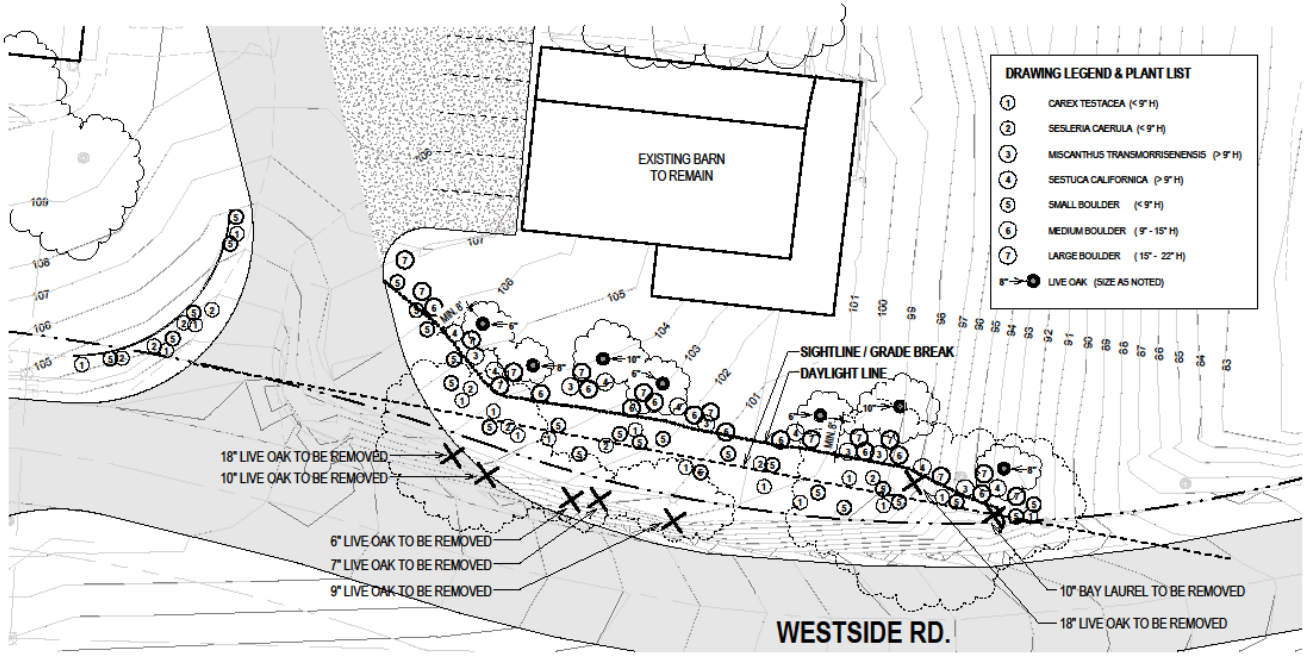
Traffic: Study explains LOS would not be exceeded and with mitigation traffic conflicts will be reduced.

Water: Geologic report explains projects water use would not impact local groundwater or surface water

Detrimental to Rural Character- Restore existing historic buildings. Winery/wine cave outside of the scenic corridor. Large parcel sizes. Event coordination with adjacent wineries. New winery building outside Scenic Corridor



Winery Entry Landscape



LUNDBERG DESIGN

Winery Driveway - Sightlines

Ramey Winery

7097 Westside Road Healdsburg, CA

Date: 05/11/15
Scale: 1" = 20'-0"

Rev #	Description	Date
1	Design Review Modifications	04.15.15

Sheet No.: **ASK-01**

Issue 3: Williamson Act and General Plan Polices to Preserve of the Area

The appeal contends the disproportionate focus on hospitality and promotional uses is inconsistent with the Williamson Act contract and intent of the General Plan to preserve agriculture and rural character.

- 75 acre site planted with 42 acres of vineyard with over 50% of the parcel planted in vineyard and total compatible use area is below the 5-acre threshold. No vines would be removed to accommodate the project.
- Uniform Rules allow promotion or sale of an ag product produced on site as a compatible use.
- The project is consistent with the State's Compatibility findings.
- No event will last more than two days
- No permanent structures used for just events
- Uniform Rules allow Marketing Accommodations allowed under Rule 8.3 B-2. A condition prohibits future conversions to other lodging uses such as a vacation rental. Prior approvals for marketing accommodations on parcels under contract.
- BZA found project consistent with the Land Conservation Act/Uniform Rules.

Ag Resource Policies and Zoning Code

- The proposed winery is consistent with LIA zoning and several AR Policies. Specifically, ***Policy AR-4a***: which states the primary use in Ag zones shall be ag production, related processing, and visitor serving uses.
- The proposed tasting room, agricultural promotional events, industry wide events, and food and wine pairing uses are consistent with the LIA zoning that allow for the sale and promotion of a local ag product.
- Consistent with AR Objectives 1.1. and 1.2 to create and facilitate opportunities to promote and market all ag products grown or processed in So. Co. And, Permit marketing of products grown or processed in So. Co. in all areas designated for agriculture use.
- The marketing accommodations are allowed in the LIA zoning and under the Williamson Act.

Joint Meetings with Sonoma County Landmarks and Design Review Committee Actions

Approve existing height of hop kiln at 45-feet hop and bale barn at 41-feet.

Approve maintaining the two hop structures in their current footprint within the Scenic Corridor setback.

Place HD Overlay Zone on East side.

Final review in a joint meeting with LC and DRC.

View Approaching from the North / Healdsburg - Existing Hop Kiln & Baling Barn

View Approaching from the North / Healdsburg - Proposed Public Tasting Room with Barn Doors Open

FOREGROUND RE-DESIGNED AS PER DESIGN REVIEW COMMENTS & RESPONSE

LUNDBERG DESIGN

2620 THIRD STREET
SAN FRANCISCO CA 94107-311
T 415.695.0110 F 415.695.03

Ramey Winery

7097 Westside Road, Healdsburg, CA

Issued/Revisions

Rev. #	Description	Date
1	Design Review Modifications	04.15.1

Photomontage View from the North

A10.00

Issue 4: Concentration of Wineries on Westside Road and in the County

The appellants contend there is an overwhelming concentration of existing wineries on Westside Rd and in the County. Its too great of a safety and county-wide issue for the Board to ignore.

- The County does not have a limit to the number of wineries allowed. The BZA approved the Project with Mitigations reducing overall impacts and found the Project will not be detrimental to the health, safety, comfort, and general welfare to the neighborhood.
- The traffic study was acceptable by Public Works which determined that collision rate for this road segment is below average.
- Conditions of approval require road frontage improvements on the project site, at the winery side driveway to the north, to increase sight lines to allow safe operations. Conditions require all parking be provided on site, and a Traffic and Parking Management Plan be implemented with Parking Attendants (Condition No. 107)
- Conditions of approval require event coordination with the two adjacent wineries and large bicycle events so winery's larger events are not held at the same time. (Cond 109)
- The use of amplified music or sound is permitted indoors in the tasting rooms during daytime hours with doors and windows closed. Outdoor events are only allowed to the rear of the site at the Picnic Grove. Amplified speech is limited to 78 dBA at 50 feet.

Project Studies and CEQA Document

- Cultural and Historic Studies
- Traffic Study
- Noise Study
- Greenhouse Gas analysis
- Water Balance analysis
- Geological Report /Groundwater Availability study
- Habitat Assessment

- Mitigated Negative Declaration was circulated for 30 days and sent to State Clearinghouse

- Applicants have agreed to Mitigation Measures

Summary & Staff Recommendation

* Deny the Appeal and uphold the BZA's decision to approve the project with modifications.

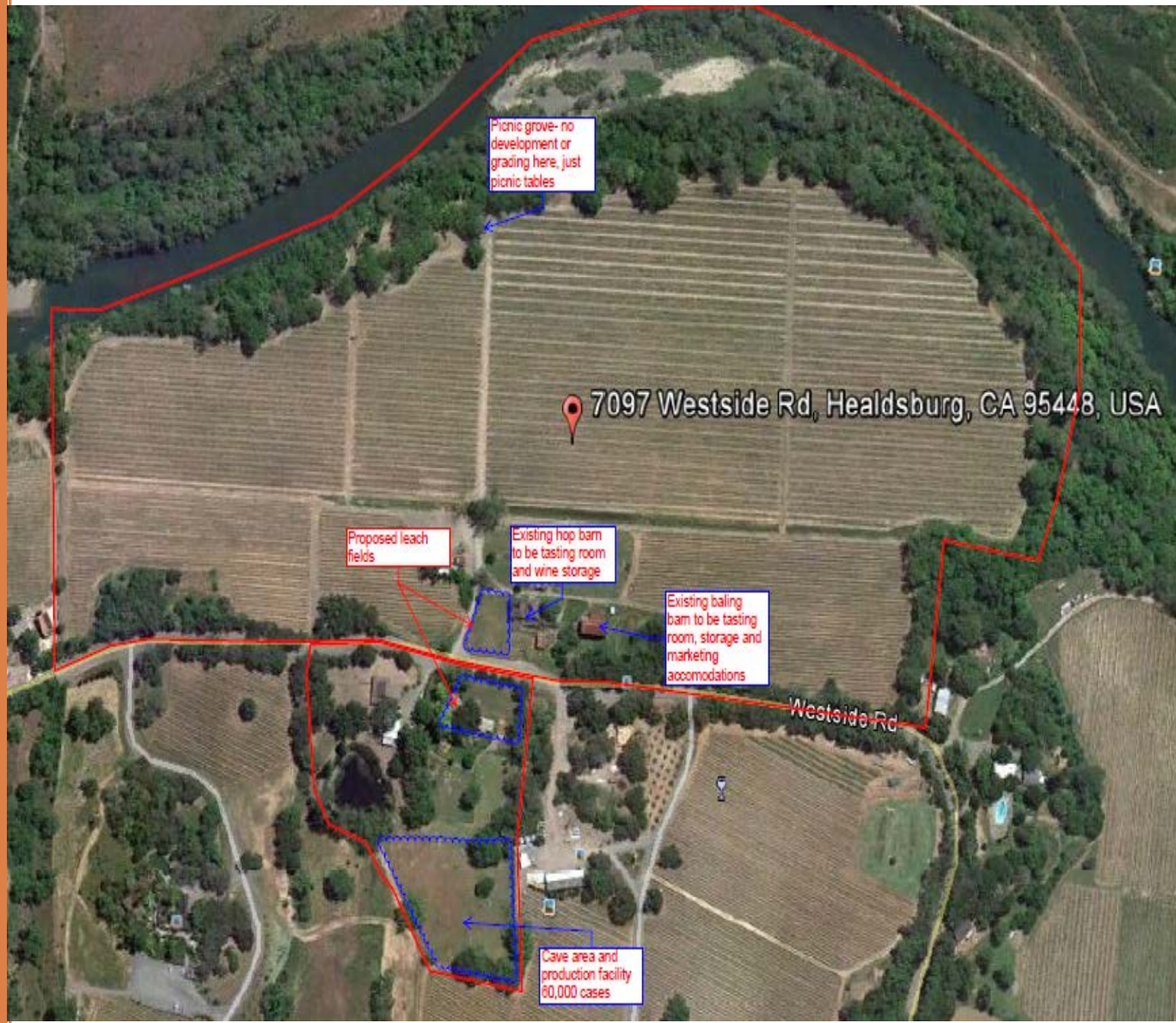
* Project is consistent with General Plan Policies and the Zoning Code related to Ag uses.

* Two historic buildings will be restored and used.

* Sight distance improvements to the project site's entrance will provide safe operations of the project driveway and roadway.

*Limit event size at the winery site. Event Coordination will be done with neighboring wineries and large bike events.

* Mitigation Measures and Conditions have been incorporated into the project to avoid potential environmental impacts.



Questions?

permit SONOMA

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 63
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 14, 2018

Vote Requirement: Majority

Department or Agency Name(s): Auditor-Controller-Treasurer-Tax Collector
County Counsel

Staff Name and Phone Number:

Erick Roeser, 565-3285
Robert Pittman, 565-2421

Supervisorial District(s):

Third

Title: Hearing to Consider Rescission of the Tax Sale of A.P.N. 035-091-022-000 & 035-091-025-000

Recommended Actions:

Conduct a hearing to consider whether to rescind the tax sale of two parcels identified by APNs 035-091-022-000 & 035-091-025-000, as required by Revenue and Taxation Code Section 3731, and provide direction to staff to prepare and return with written findings in support of the Board's determination.

Executive Summary:

Petitioner, Annette Elder-Evins, filed a petition pursuant to Revenue and Taxation Code section 3731 to rescind the sale of property commonly addressed as 948 Leddy Avenue in the City of Santa Rosa and identified by Assessor Parcel Numbers (APN) 035-091-022-000 and 035-091-025-000. Petitioner disputes the validity of certain City charges included on the property tax bill and contends her property was improperly sold at public auction. The Sonoma County Auditor-Controller-Treasurer-Tax collector (Tax Collector) supports Petitioner's Petition. The purchaser at the tax sale, Tuan Phan, and the City of Santa Rosa oppose the petition.

The Board of Supervisors will conduct a hearing, as required by the provisions of Revenue and Taxation Code section 3731. At the conclusion of the hearing, the Board will: (i) consider the written briefing and oral testimony of the Petitioner, Mr. Phan, the Tax Collector, and comments from the public, (ii) adopt a motion to conditionally rescind or not rescind the tax sale; and (iii) direct staff to prepare and return with written findings in support of the Board's decision.

Discussion:

Background

Petitioner—Annette Elder-Evins—brings this Petition to rescind the sale of property identified as APN 035-091-022-000 and 035-091-025-000 (Property) pursuant to Revenue and Taxation Code section 3731.[1] Section 3731 authorizes the Board of Supervisors to rescind a tax sale provided the Board determine that the Property should not have been sold.

The Property first became tax defaulted on July 1, 2010, for failure to pay the 2009/2010 property tax bill by the statutory deadline of June 30, 2010. Petitioner subsequently failed to pay the 2010/2011, 2011/2012, and 2012/2013 property tax bills. The bills in question each contained a portion of a weed abatement charge and a portion of a code enforcement charge from the City of Santa Rosa (City). The weed abatement cost recovery charge was for approximately $1,600. The code enforcement charge totaled $37,685.00, plus seven percent (7%) annual interest. The charge originated from a November 23, 2007 Administrative Enforcement Order against petitioner and was comprised of the following: City administrative costs of $1,365.00; hearing officer costs of $320.00; and an assess penalty of $36,000.00. By its Resolution No. 27053, the Santa Rosa City Council order the entire $37,685.00, plus seven percent (7%) annual interest, be collected on the tax bill for the Property.

The default declaration began a statutorily prescribed five-year period for Petitioner to redeem the Property before the Tax Collector could terminate her right to redeem by sale of the Property at public auction. Petitioner failed to redeem the Property during this period, and on October 21, 2016, the Tax Collector placed the Property for sale at public auction. On October 24, 2016, the sale closed with a winning bid of $202,200 from Tuan Phan ("Purchaser").

Petitioner timely petitioned the County for rescission of the tax sale. Petitioner steadfastly maintained that the City charges were unlawfully placed on the property tax bill and contends that the October 21, 2016 tax sale was, therefore, improper. The City and the Purchaser oppose the petition. The Tax Collector supports the requested rescission.

Parties' Legal Positions

- Petitioner (Annette Elder-Evins). Ms. Elder-Evins asserts that her property was improperly sold at tax sale and disputes the legality of the City charges that were placed on the secured tax roll and ultimately led to the tax sale.

- Purchaser (Tuan Phan). Mr. Phan, through legal counsel, objects to the petition for rescission. He is a *bona fide* purchaser at the tax sale conducted on October 21, 2016, but he provides no other legal basis for his objection to the petition for rescission.

- Sonoma County Tax Collector. The Tax Collector supports the petition for rescission. The Tax Collector contends the penalty portion of the City code enforcement charge was improperly placed on the secured tax roll and argues that because the City lacked authority to place the City penalty on the property tax bill, Ms. Elder-Evins was never subject to the penalty portion of the charge. Accordingly, the property should not have been sold at tax sale.

[1] All further section references are to the California Revenue and Taxation Code unless otherwise stated.

- City of Santa Rosa. The City contends that the challenged City penalty is lawful and properly enforced. The City further asserts that the rescission by the Tax Collector is contrary to governing statutes and a breach of the County's contractual obligations to the City.

Each of the parties' briefs and respective supporting documentation are included in your packet for your review and consideration.

Authority for Rescission Hearing

Section 3731 authorizes the Board of Supervisors to rescind a tax sale, even if the purchaser does not agree to rescission, provided the Board schedules a hearing before it and the purchaser of the property receives due notice of the hearing. The Tax Collector duly issued notice of this hearing to both the Purchaser and the Petitioner.

Board's Role and Procedures

Section 3731 requires the Board to act as an impartial hearing officer. Rules 21 (Public Hearings) and 22 (Quasi-Adjudicatory Hearings) of the Board's Rules of Procedure will govern the hearing. Each party will present their position. At the conclusion of those presentations, the Board will take testimony from the public. After closing the public hearing, the Board will discuss and pose questions to the parties. At the conclusion of the deliberations, the board will adopt a motion to conditionally rescind or not rescind the tax sale and direct staff to prepare and return with written findings in support of the Board's decision.

Staff Recommendation

Staff recommend that the Board:

- Conduct the public hearing to consider whether to rescind the tax sale of A.P.N. 035-091-022-000 & 035-091-025-000, as required by Revenue and Taxation Code Section 3731; and
- Take a straw vote on the proposed petition and provide direction to staff to prepare and return with written findings in support of the Board's determination.

Prior Board Actions:	
None.	
Strategic Plan Alignment	Not Applicable

Fiscal Summary			
Expenditures	**FY 18-19 Adopted**	**FY 19-20 Projected**	**FY 20-21 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Exhibit A—Petitioner's Brief
Exhibit B—Purchaser's Brief
Exhibit C—ACTTC's Brief
Exhibit D—Declaration of Jonathan Kadlec in support of ACTTC's Brief
Exhibit E—City of Santa Rosa's Brief

Related Items "On File" with the Clerk of the Board:

RECEIVED

FEB 16 2018

BOARD OF SUPERVISORS
COUNTY OF SONOMA

Annette Sharlene Elder-Evins

948 Leddy Ave

Santa Rosa, CA 95407

annetteelderevins@gmail.com

(707)545-2734

Sonoma County Board of Supervisors

I preface this brief with a statement of intent to present numerous documents during the hearing scheduled on March 20, 2018. The documents presented will be documents that have already been provided to the County of Sonoma and the supporting documents for such documents. To require me to resubmit all of the communications that I have attempted to have with you over the course of our discourse is deplorable and contrary to the Constitution of the United States of America. Not only is it a waste of natural resources, but it is also a hindrance to my pursuit of happiness and my economic liberty (the opportunity cost of this repeated harassment is evident by my current financial position). Please be advised that you should review the entirety of our discourse before the hearing so as to not be caught unaware and as such you will be less likely to make false claims.

Flag Recognition

I recognize the United States Flag of Peace today, Title 4, US Code Chapter 1.

Further admonishments

The fact that you had not responded to my repeated attempts to communicate with you until I sued you is deplorable. Not only have you wasted my time and money, but you have squandered the resources that the people of this county entrusted to you by creating extra work to be done by this board and the legal team of the county. When you ignore the property owners of this county you are not serving the very people that you are entrusted to serve. If you had wanted to take some of my property rights away from me, you should have justly compensated me. If you had wanted to renegotiate the uses of my property than you should have done so openly and honestly. I am not an unreasonable person. I believe in working towards the common good. Perhaps we could have made a thousand low income housing units together. But to take from me and my heirs is morally repugnant.

I am glad that you have finally decided to have a hearing regarding my property commonly known as 948 Leddy Avenue, Santa Rosa, California 95407-6601. I have repeatedly asked for an audit and adjustment hearing. I brought to your attention erroneous direct charges on my Real Property tax statements in 2008. You have failed in your duty to provide audit and control procedures.

PLEASE TAKE JUDICIAL NOTICE:

The applicability of California Real Estate Codes 10:60 through 10:75 in this matter is not at issue. These codes are explicitly applicable, and as such Elder-Evins has provided them.

A Grant Deed duly perfected with a valid and unencumbered National Financing Statement attached is exempt from levy. This UCC-1 National Financing Statement was provided to the County of Sonoma dating back to 2002. County of Sonoma failed in its duty to Elder-Evins by granting to themselves the right to sale. The County of Sonoma cannot expect to benefit without providing services to Elder-Evins. To state that they have a right is theft by fraud. The County of Sonoma has never complied with Elder-Evins' request for an audit and adjustment hearing. The County of Sonoma repeatedly clouds the issue by stating and perpetuating a lie that they don't have duty. A contract without consideration is void.

Elder-Evins is willing, able, desires, and demands to pay the current property taxes associated with her property. Elder-Evins requests, demands, and orders the County of Sonoma to protect the funds that they have on deposit from Phan and Elder-Evins. Refunds are due to both parties.

Sanctions hearings are following this hearing. Elder-Evins looks forward to your presence then.

Nickell v. Matlock (2012) 206 Cal.App.4th 934 (Nickell I) is applicable and Elder-Evins intends to exercise all of her rights.

Your applicable duties included in the following are to be commenced forthwith.

COME NOW THE NATIVE AMERICAN INDIAN SOVEREIGN PEOPLE OF PRIOR RIGHTS, HOLDER OF PATENT IN DUE COURSE, DEFENDANT OF TITLE TO PRIVATE PROPERTY, ANNETTE SHARLENE ELDER-EVINS BY SPECIAL APPEARANCE BEFORE

THIS STATUTORY COURT:

I, Annette S. Elder-Evins, do hereby declare, say, state, depose, MOTION, ORDER AND DECREE OF THE SOVEREIGN the following to be TRUE and correct so help me "

I am fifty-five years old. I had pneumonia for months over last Winter,2016, and my mind was weakened, and my medical condition was deteriorated while in the Court proceedings of MCV 240269. I made objection to the Phan taking possession of my private property.

I HERE BY DEMAND the COURT TAKE COMPULSARY JUDICIAL NOTICE OF my written QUASH and RESPONSE PACKAGE provided in Unlawful Detainer Court. I asserted my CONSTITUTIONAL RIGHTS, TREATY RIGHTS, PROPERTY RIGHTS, and served a 111 page response, which "Judge " spoke off the record to Phan and said he did not even read my response. Take compulsory notice of these papers.

I challenge the Phan claims to Title to my property. I demand an Inspection of Sale, and of the account taken out in my name that lead up to the direct charges levied on my Secured Property Tax Statement. I paid all of my lawful property taxes the last five years at the counter of the Tax Collector. This is verifiable by accessing the County system for A.P.# 035-091-022 and A.P.# 035-091-025. I provided proof to the UD Court and Superior Court and this board.

I also put in a claim at the Board of Supervisors on February 21, 2017.

I also put in a demand letter, on February 6, 2017, for an inspection of sale. I had heard nothing in response until I sued the County of Sonoma.

I DEMAND an INSPECTION of SALE.

There is no IMMUNITY for Violating my Constitutional Rights. I asserted them from day one in this case.

The State/County/City Government promised to govern by Constitution and the limits it set forth. The Constitution of the United States of America is an enforceable contract of valuable consideration herein.

ARTICLE SIX PARAGRAPH TWO:" This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every state shall be bound thereby, and anything in the Constitution or laws of any state to the contrary notwithstanding.(Cite: Marbury V. Madison, 5 U.S. 137) Anything in conflict with the Constitution is null and void from inception, not from when you go to court to brand it. Supreme Law overrules!!!!!

I have the Constitutional Right to keep my property, carry my bond in due course, and this right shall not be infringed. I make no stipulation to "acceptable infringements" or encroachments, or impingements, or usurpation of my Constitutional Rights. This is America and you are not touching my Constitutional Rights.

Your honors took an Oath to protect the Constitution. This is very clearly stated in California Constitution Article XX, Code 2, Section 3. There is no other citation of authority in California. By what Authority do you serve me? I am holding the Apostille for Chouteau and the oaths for you, this board. Binding me to this fraudulent sale was theft of signature.

Who have I offended? What contract binds me to Judge Chouteau's jurisdiction or the jurisdiction of this lesser court?

I am guaranteed Amendment Four of the U.S. Constitution rights against seizure of my property. The U.S. Const. clearly states, " The right of the people to be secure in their persons, houses, papers and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized."

I am guaranteed Amendment Five of the U.S. Constitution rights "nor shall any person be subject to the same offense to be twice put in jeopardy of life or limb; nor shall be..., nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use without just compensation." I was denied my due process rights to challenge Phan's "Title" to my property in Unlawful Detainer Court. The Board of Supervisors should have completed an audit and adjustment hearing (as provided to me by Prop 13 and Prop 218 which switched the burden of proof to the public entity rather than the property owner) prior to any action taken to take my property.

All jurisdiction ceases automatically when you are not guaranteed due process.

I am guaranteed my rights to trial by jury in Amendment Seven of the Constitution of the United States. "In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury shall be otherwise reexamined in any court of the United States, than according to the rules of common law."

I have committed no crime, so why is the court and this board depriving me of my property as a punishment for what? The Eighth Amendment of the Constitution of the United States says, "Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted."

Amendment Fourteen of the U.S. Constitution says, "No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property without due process of law; nor deny any person within its jurisdiction the equal protection of the laws."

Article One, section ten paragraph one of the U.S. Constitution says," No state shall... emit bills of credit... pass any bill of attainder, expo facto laws, or law impairing the obligation of contracts...(like the Supremacy clause of the Constitution). Basically, the government issued a direct charge/fine/fee/tax for a pre-existing grandfathered business, then reversed it, as is evidenced by the last four years of property tax statements. I had objected to this error yearly. It was without signature or voter approval, and forced me into a special tax district called direct charge with no work performed and no protocol followed. It violated my Constitutional rights and I continued to try to work out a remedy with the tax collectors' office. They failed to clean up their paper work all the way, thus forcing me into legal commerce to defend what is already mine.

In Murdock v. Pennsylvania at 319 U.S. Reports, page 105 it basically says that a state cannot convert a right to a privilege and impose a fee/fine/charge for it.

I am a Native American Indian and I have rights. I argue for all my rights. This includes my historical home-based scrap yard that many people have worked at over the years. I am a resource for this impoverished community. People in this neighborhood are frequently working here, and bicycle or walk to the yard. Their independent, neighborly service goes a long way to meet everyone's needs. It serves the people and the planet.

The Constitution of the United States is the Supreme law of the land along with treaties, and it is an enforceable contract. I am a beneficiary of that contract. I have a right to claim specific performance.

Perform the Inspection of Sale. If any part of it is unconstitutional, then all of it is unconstitutional. The sale has not been validated.

Even in MINNESOTA, IN THE COURT OF APPEALS in Ao4-1628, in a case captioned Gregory Scott Hanson, et. Al. Respondents, v. Mark A. Woolston, et. al., Appellant, and North American Land Title Group, Inc., vs. Dale K. Kuhl, Defendant, Lori Kuhl, Respondent, the Unlawful Detainer Court errored by not recognizing they should have ordered further proceedings.

In accordance to California Code of Civil Procedures 764.010, The court shall examine into and determine the plaintiff's title against the claims of all defendants. The court shall not enter judgment by default but shall in all cases require evidence of plaintiff's title and hear such evidence as may be offered respecting the claims of any of the defendants, other than claims of validity of which is admitted by plaintiff in the complaint. The court shall render judgment in accordance with the evidence and the law. After searching annotations and case law for hours upon hours as evidenced by my papers, I found that this is what is standard in the legal industry.

The courts are clogged and overburdened by excessive workloads, so I entertain the Court to further proceed itself to inspect the sale so the undue duress is relieved for all practical purposes intended for all parties and participants.

4 8 17

In this instance, I pray that I am restored to all of my Estate. I pray for a Deed of Full Re-Conveyance. I pray the Court Orders the County to refund Phan his money he spent on his speculative venture.

I, Annette Sharlene Elder-Evins, Native American Indian Sovereign People, being of reasonably sound mind today, do hereby declare, say, state, depose, MOTION, and DECREE of the SOVEREIGN the foregoing to be WHOLE TRUTH under the penalty of perjury, and am willing to testify to its effects if called upon to do so at any court in The United States of America, and California, State.

U.C.C. 1-207 ALL RIGHTS RESERVED

Signed: Annette S Elder-Evins Dated: 02 · 15 · 2018

Schedule of Attachments

A) Flag Recognition
B) California Codes 6114 cancellation of assessment due to errors in proceedings and 6118 A Trust Patent held by Native American
C) Doctor's note dated 1/3/17
D) Doctor's note dated 10/17/17
E) Fire Service
F) Annette Sharlene Elder-Evins' Copyright Notice
G) Memo from ALCO written by Emilio Zamora
H) 5 pages of supporters of a Writ of Petition to Sonoma County, California Board of Supervisors

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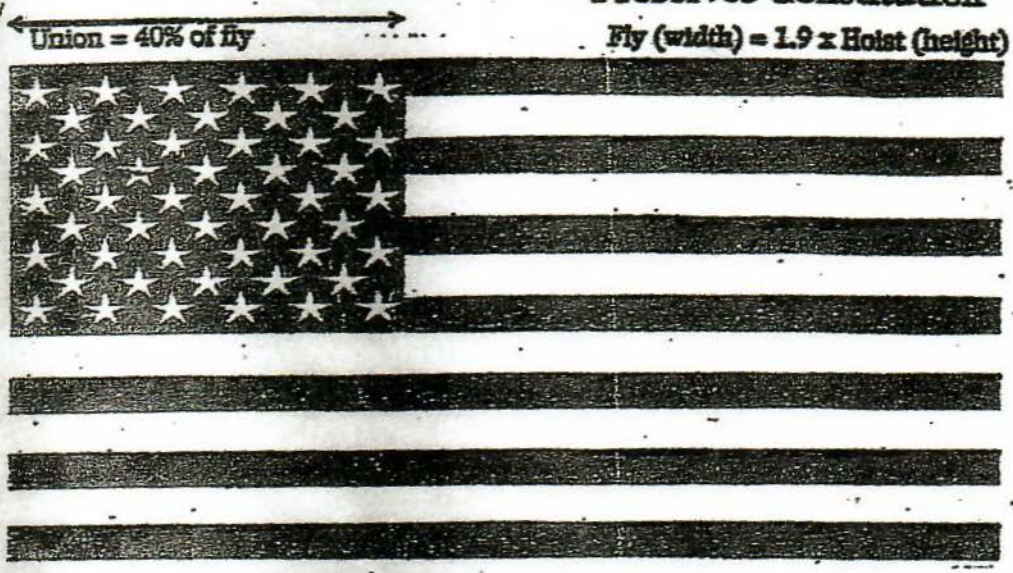
attachment Exhibit A

FLAG RECOGNITION

united States Flag of Peace, Title 4 U.S. Code Chapter 1. Preserves Constitution

Union = 40% of fly

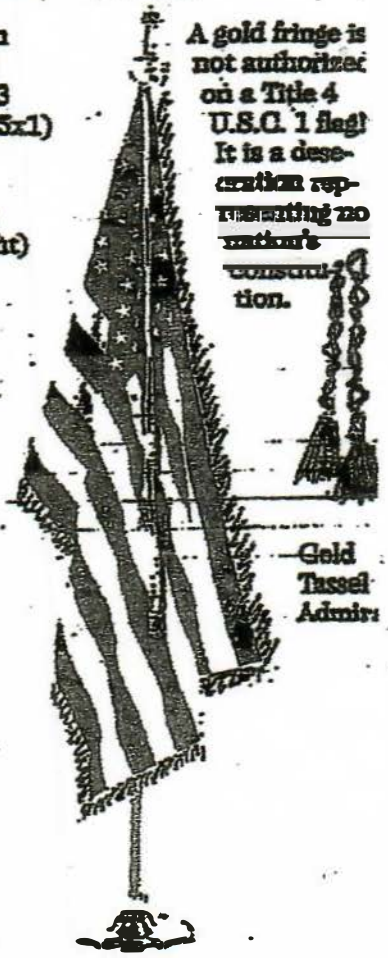
Fly (width) = 1.9 x Hoist (height)



National flags authorized in 4 USC 1, Sec. 32 are those used by the executive branch of the government. They represent government not individual citizens.

Union hoist = 7/13 (.5385x1)

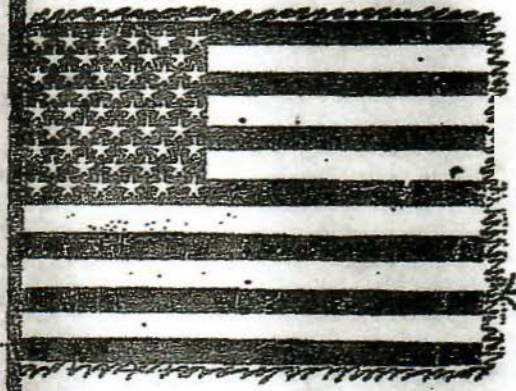
Hoist (height) = 1



A gold fringe is not authorized on a Title 4 U.S.C. 1 flag! It is a desecration representing no nation's constitution.

Gold Tassel Admir

National Flag (suspends Constitution)
Army Ceremonial and Parade Flag
AR840-10(b-1) 4'4"x5'6"



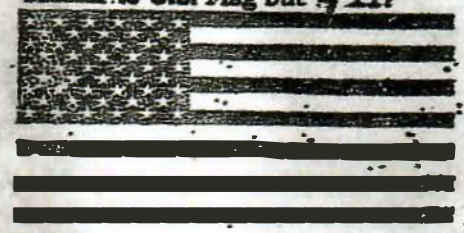
Gold Ball Recruiting

Gold Spire Court-martial

Gold Eagle President, U.S.A.

YELLOW FRINGE

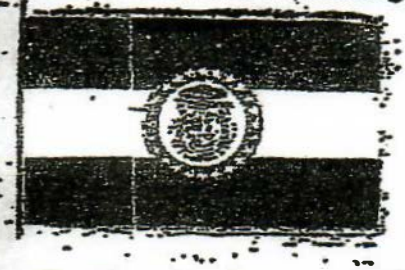
National Flag (suspends Constitution)
Army Post Flag AR840-10(a-2)
Similar to U.S. Flag but [illegible] x17'



National Flag (suspends Constitution)
Army Boat Flag AR840-10(a-6)
3" hoist by 4" fly

Official Missouri State Flag

Desecrated Missouri State Flag



OUR FLAG

There is only one united States flag which preserves the rights protected by the u.S. Constitution. A 4 U.S.C.1 (innocent until proven guilty) is the Flag of Peace.

National flags are government flags. They do not preserve the u.S. Constitutional rights (guilty until proven innocent).

When a gold fringe is added to a 4 USC 1 flag (red, white and blue) it desecrates that flag. A red, white, blue and flag does not represent the u.S. Constitution.

Prepared by "R.G. [illegible]

~~PS~~14 6 of 17 Exb A

6113. PROPERTY PREVIOUSLY TAX-DEFAULTED
Property already tax-defaulted may not be subsequently tax-defaulted (Rev. & Tax. Code §§3351, 3436), unless first redeemed (Rev. & Tax. Code §4101) or unless the tax-default is canceled or held void (Rev. & Tax. Code §3444).

6114. UNENFORCEABLE TAX LIEN
Property should not be tax-defaulted if collection of the delinquent tax cannot be enforced due to errors in description, assessment, equalization, levy, or other proceeding (Rev. & Tax. Code §3438).

See M-1521 for procedure. Also see M-6301.

6115. WATER SYSTEM IMPROVEMENTS
Improvements that constitute component parts of a water distribution system and that are not a lien on the land on which they are located should neither be tax-defaulted nor published in the delinquent list. If taxes remain unpaid when any installment of taxes has become delinquent on the secured roll, the tax collector may use the same collection procedure as for delinquent taxes on the unsecured roll.

Taxes remaining unpaid at the time set for such tax-default, together with penalties and costs accrued while on the secured roll, shall be transferred to the current unsecured roll (Rev. & Tax. Code §2189.6).

6116. TRANSFER OF ERRONEOUS PAYMENT
When a payment incorrectly credited to a particular property after a guaranty of title has been issued is corrected, the "unintended" property shall not be tax-defaulted. The accrued taxes, penalties and costs are transferred from the secured to the unsecured roll. The person who owned the "unintended" property just prior to the issuance of a guaranty or certificate of title becomes personally liable for the payment (Rev. & Tax. Code §4911.1).

6117. STREETS ASSESSED TO SUBDIVIDERS
Strips, lots, or parcels identified on either a filed or a recorded subdivision map, record of survey map, etc., as streets or roads dedicated to public use are tax-exempt if they are (Const., Art. XIII, §1):

1) Accepted by the board of supervisors, or

2) Accepted through prescription, i.e., long-continued public use.

An assessment of a public road can be canceled as illegal (*Gaspard v. Edwin M. LeBaron, Inc.* 107 Cal. App. 2d 356). Any such assessments discovered by the tax collector should be brought to the assessor's attention.

6118. NATIVE AMERICAN ALLOTMENTS (OR HOMESTEADS)
Pursuant to federal statutes of 1875, 1884, and 1887, the provisions of the Homestead Act of 1862 were made available to eligible Native Americans. Following issuance of a trust patent, the land was not subject to alienation, encumbrance, or taxation for certain restricted periods: 1875 - 5 years, 1884 - 25 years, and 1887 - 25 years (except for any presidential extensions granted). Upon expiration of the restrictive period, the Native American entryman was entitled to a fee patent, after which the land became subject to taxation.

Unless a Native American received a fee patent following termination of the restrictive period prescribed by the specific act in force when application was made, the property would not be subject to assessment. Any assessment made of trust patent land is subject to cancellation under Revenue and Taxation Code sections 4986(a)(2) and 4992.

By executive order, many trust patents have been extended indefinitely. The Department of the Interior, Bureau of Indian Affairs, may be contacted whenever a question of trust status exists.

7817

Sutter Health
Sutter Pacific
Medical Foundation.

1/3/17

To whom it may concern. Annette was seen today with right lower lobe pneumonia.

Sincerely, MD

Laurie Cederberg MD

20.4
.8A
.13

131 Stony Circle
Santa Rosa CA 95401

8/3/17

Sutter Health
Sutter Pacific
Medical Foundation.

10/17/17

To whom it may concern,

Annette Elder-Evins is a patient of mine in Santa Rosa, CA. She suffers from multiple complex medical problems and needs accommodations. She has numbness and weakness in hands due to spinal injury. She needs either ability to dictate or needs additional time to file documents. She has chronic pain and decreased mobility .

Sincerely,

Laurie Cederberg MD

131 Stony Circle
Santa Rosa CA 95401
Phone: 707-541-7700
Fax: 707-573-5415

9/17

Marc D. Holden

41861 Lilley Mtn Dr

Coarsegold, CA 93313

To It May Concern:

I have been in the fire safety protection industry since 1999.

Annually, Ms. Elder-Evins has used my advice and services to ensure adherence to the standard for fire safety. Through the year, I verify that Ms. Elder-Evins' fire equipment is in working order and perform maintenance as needed.

Please call my local cell if you have any questions (707)571-9113

Marc Holden

12-7-17

10 05 17

PUBLIC NOTICES

[redacted]
UCC1-207 ALL RIGHTS RESERVED
Annette Sharlene Elder-Evins®, Trustee
Guenocamata® Sovereign Trust 68-xxxxxxx
Guenocamata Rancheria
948 Leddy Avenue
Santa Rosa, California, State
United States of America
(707) 545-2730 [redacted]
GUENOCAMATA RANCHERIA NATIVE AMERICAN INDIAN SOVEREIGN COURT

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By this Copyright Notice, both the juristic person and the agent of said juristic person, hereinafter jointly and severally "user," consent and agree that any use of any of the trade-names / trade-marks ANNETTE SHARLENE ELDER-EVINS, GUENOCAMATA ELDER, GUENOCAMATA SOVEREIGN TRUST, "Annette Sharlene Elder-Evins," "Guenocamata Elder," "Guenocamata Sovereign Trust," and any of their derivatives, abbreviations, and variations, other than authorized use as set forth above, constitutes unauthorized use, counterfeiting of Secured Parties' common-law copyrighted property, contractually binds User, renders this copyright Notice a Security Agreement wherein User is debtor and Annette Sharlene Elder-Evins, Guenocamata Elder or Guenocamata Sovereign Trust, respectively, is Secured Party, and signified that User: (1) grants the Secured Party a security interest in all of User's assets, real property, and personal property, and all of User's interests in assets, real property, and personal property, in the sum certain amount of US $ 200,000.00 per each occurrence of use of any of the common-law Copyrighted trade names / trademarks ANNETTE SHARLENE ELDER-EVINS, GUENOCAMATA ELDER, GUENOCAMATA SOVEREIGN TRUST, and any and all derivatives, abbreviations, and variations in the spelling of, respectively, ANNETTE ELDER-EVINS and GUENOCAMATA ELDER and GUENOCAMATA SOVEREIGN TRUST, not excluding "Annette Sharlene Elder-Evins," "Guenocamata Elder," and "Guenocamata Sovereign Trust," respectively, plus costs and triple damages; (2) authenticates this Security Agreement wherein User is debtor and Annette Sharlene Elder-Evins or Guenocamata Elder, or Guenocamata Sovereign Trust, respectively, is Secured Party, and wherein User pledges all of User's property, i.e., all assets, real property, consumer goods, farm products, inventory, equipment, currency, investment property, precious metals, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, personal property, goodwill, and general intangibles, and all User's interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's common-law copyrighted property; (3) consents and agrees with Secured Party's filing of a UCC financing Statement in the UCC filing office June 18, 2002, Secretary of State of California Bill Jones, as well as in any county recorder's office wherein User is debtor and Annette Sharlene Elder-Evins, or Guenocamata Elder, or Guenocamata Sovereign Trust, respectively, is Secured Party, (4) consents and agrees that said UCC Financing Statement described in above paragraph "(3)" is a continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and interest property, pledged as collateral in this Security Agreement and described above in paragraph "(2)", until Users contractual obligation heretofore incurred has been fully satisfied; (5) consents and agrees with Secured Party's filing of any UCC Financing Statement as described above in paragraphs "(3)" and "(4)", as well as the filing of any Security Agreement, as described above in paragraphs "(2)", in the UCC filing office as well as in any county recorder's office," (6) consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and shall not be considered illegal, unlawful, or illegitimate in any way, and that User will not claim that any such filing is illegal, unlawful, or illegitimate in any way; (7) waives all defenses (8) appoints the Secured Party as Authorized Representative for U effective upon User's default or User's contractual obligations in favor of the Sec Party as set forth below under "Payment Terms" and "Default Terms;" gra Secured Party full authorization and power for engaging in any and all action behalf of User including but not Limited to authenticating of a record on beha User, as Secured Party, in Secured Party's sole discretion, deems appropriate; (9) consents and agrees that this appointment of Secured Party as Author Representative for User, effective upon User's default, is irrevocable and is cou with a security interest. User further consents and agrees with all of the follow additional terms of Self-Executing Contract / Security Agreement in Event of Unauthorized Use; Payment Terms: In accordance with fees for use of any c copyrighted trade-names / trade-marks as set forth above, User hereby consents agrees that User shall pay the Secured Party all unauthorized-use fees in full w ten (10) days of the date User is sent Secured Party's invoice, hereinafter, "Invo itemizing said fees. The form of payment by User is restricted to forms acceptabl Secured Party, at Secured Party's sole discretion. Default Terms: In event of fail by User to pay in full all unauthorized-use fees within (10) days of date invoice is s User shall be deemed in default and: (a) all of User's property and interest in prop pledged as collateral by User, as described above in paragraph "(2)", immedia becomes, i.e., is, property of Secured Party; (b) Secured Party is appointed Us Authorized Representative as set forth above in paragraph "(8)", and; (c) U consents and agrees that Secured Party may take possession of, or otherwise dispose of in any manner that Secured party's discretion, deems appropriate, including, but not Limited to, sale at auction, at time following User's default, and without further notice, any and all of User's for property and interest in property as described above in paragraph "(2)" form pledged as collateral by User, now property of Secured Party in respect of this "S Executing Contract / Security Agreement in Event of Unauthorized Use," Secured Party, in Secured Party's sole discretion, deems appropriate. Terms Curing Default: Upon event of default as set forth above under "Default Term irrespective of any and all of User's former property and interest in property, in possession of, as well as disposed of by Secured Party, as authorized above und "Default Terms," User may cure User's default within twenty (20) days of Use default within twenty (20) days of User's default only by payment in full, rendering only the remainder of User's former property and interest in property formerly pledged as collateral that is neither in the possession of nor otherwise alrea disposed of by, Secured Party. Terms of Strict Foreclosure: User's failure to pay full all unauthorized-use fees itemized in invoice within said (20) day period for cure default as set forth under "Terms for Curing Default" authorizes Secured Party immediate non-judicial strict foreclosure on any and all remaining property a interest in property formerly pledged as collateral by User, now property of Secure Party, which is not in the possession of, nor otherwise disposed-of by, Secured Part upon expiration of said twenty (20) day default-curing period. Ownership subject common-law copyright and UCC Financing Statement and Security Agreement fil with the UCC office, Record Owners: Annette Sharlene Elder-Evins, also known a Guenocamata Elder, and Guenocamata Sovereign Trust, Autographs Common La Copyright © 1982 and 1997, respectively.
Executed at Cloverdale, California on 06, April 2005
Signed: Annette Sharlene Elder-Evins
Guenocamata Elder
Witnessed by hand: Michael E. Elk, 4/6/05
Timothy A. Smith, 4/6/05
#250 April 13, 20, 27, May 6, 2005

CITY OF CLOVERDALE CITY COUNCIL NOTICE PUBLIC HEARING DEVELOPMENT IMPACT FEE - ANNUAL INFLATIONARY ADJUSTMENT APRIL 27, 2005

NOTICE IS HEREBY GIVEN THAT the City Council of the City of Cloverdale will hold a Public Hearing on April 27, 2005 at or after 6:30 p.m. at the Citrus Fair building, located at 1 Citrus Fair Drive, Cloverdale, California, to consider increasing the Development Impact Fees for the City of Cloverdale to account for increased construction costs.

Information regarding the proposed increase will be available on April 22, 2005 and a staff report for the hearing will be available on April 27, 2005 at Cloverdale Planning, Engineering and Building Department, 126 N Cloverdale Blvd, Cloverdale CA 95425.

All interested persons are invited to send written comments to the City Clerk, 124 North Cloverdale Blvd., Cloverdale, CA 95425 no later than 5:00 p.m. on April 25, 2005, or be present to comment orally on the project on or at 6:30 p.m. on April 27, 2004. If you challenge this item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Council at or prior to the Public Hearing. The City of Cloverdale has, by resolution, adopted the time limits set forth in California Code of Civil Procedure Section 1094.6, within which if you choose to seek judicial review of this action, such action must be filed not later than the nineteenth day following the date on which the administrative decision becomes final.

Dated:
April ____, 2005

Michele P. Winterbottom, CMC/MMC
City Clerk
#251 April 13 2005/1011

alco IRON&METAL

Emilio Zamora
General manager/Sr. Buyer

1091 Doolittle Drive, Gate B
San Leandro, CA 94577
Tel: 510-562-1107
Fax: 510-562-6259

Cell: 510-908-6558
emiliozamora@alcometals.com
www.alcometals.com
See Reverse For Locations

Metal Recycling
Metal Distributors / Demolition

alco iron & me

Re: Annette Elder Evins

To whom it may concern:

I'm writing this letter in reference to Annette Elder Evins. I personally know Annette since 1997. Ms. Evins is a very hard working lady. I'm very impressed with her hard work and her Attitude.

I hope to continuous business with Ms. Evins.

If you have any further questions please feel free to call me anytime regarding Zamora at 510-562-1107 ext 236.

Regards,

Emilio Zamora
Alco Iron & Metal Company
General Manager

12/3/17

WRIT OF PETITION TO SONOMA COUNTY, CALIFORNIA BOARD OF SUPERVISORS IN THE MATTER OF RESCISSION OF THE TAX SALE OF APN # 035-091-022 -000 AND # 035-091-025-000 :

WE, THE UNDERSIGNED AT THE SIGNING OF THIS PETITION, DO HEREBY PETITION TO UNWIND THE SALE OF THE ASSESSOR PARCEL NUMBER 035-091022-000 AND AP# 035091025 AND RESTORE ANNETTE S. ELDER-EVINS PROPERTY TO HER.

NAME: Rod Fernandez SIGNATURE: [signature]

ADDRESS: 781 MONTECITO CENTER SANTA ROSA POOL SVC. INC.

NAME Jose A Anaya SIGNATURE Jose A Anaya

ADDRESS: 791 MONTECITO CENTER SANTA ROSA CA 95409

NAME: ANTONIO W BARTON SIGNATURE: [signature]

ADDRESS: 4219 MILES AV Santa Rosa CA 95407

NAME: EDWARD KIRK SIGNATURE: [signature]

ADDRESS: 465 CARINA DR SR 95401

NAME: Marc Holder SIGNATURE: [signature]

ADDRESS: 1320 Crestview ct Santa Rosa, CA 95403

NAME: Thomas Huddleston SIGNATURE: [signature]

ADDRESS: 1402 GREGORY CT Rohnert Park CA 94928

NAME: P Lance Cadenas SIGNATURE: [signature]

ADDRESS: Mark West Road 3rd Floor Sutter Family [signature]

NAME: Anthony Orr SIGNATURE: [signature]

ADDRESS: 2 Hale ct Los Alamos NM 87031

NAME: Caroline A Frampton SIGNATURE: Caroline A Frampton

ADDRESS: 600 Morgan St Santa Rosa

NAME: Oscar de los Santos SIGNATURE: [signature]

ADDRESS: 2571 KENTON CT APT #A SANTA ROSA

13817

WRIT OF PETITION TO SONOMA COUNTY, CALIFORNIA BOARD OF SUPERVISORS IN THE MATTER OF RESCISSION OF THE TAX SALE OF APN # 035-091-022 -000 AND # 035-091-025-000 :

WE, THE UNDERSIGNED AT THE SIGNING OF THIS PETITION, DO HEREBY PETITION TO UNWIND THE SALE OF THE ASSESSOR PARCEL NUMBER 035-091 022-000 AND AP# 035091025 AND RESTORE ANNETTE S. ELDER-EVINS PROPERTY TO HER.

NAME: Alicia Dorman ,SIGNATURE: _____

ADDRESS: 620 Morgan St

NAME: Mark Swint ,SIGNATURE: Mark A Swint

ADDRESS: 480 Plum Ave Penngrove CA

NAME: Doug Barnett ,SIGNATURE: Barnett

ADDRESS: [illegible] S.R.

NAME: GREG ATKINS ,SIGNATURE: Greg Atkins

ADDRESS: 6430 MONTECITO CT. S.R, CA 95409

NAME: Oliver Green ,SIGNATURE: OG

ADDRESS: 5305 Old Court Seb, 95472

NAME: Gail Berlin-Grouse ,SIGNATURE: GAIL BERLIN. GROUS

ADDRESS: 931 Leddy Ave SR. 95407

NAME: & Shelena Bilbeck ,SIGNATURE: & Huntington Wy Pet

ADDRESS: & Huntington Wy. Petaluma CA 94952

NAME: _____ ,SIGNATURE: _____

ADDRESS: _____

NAME: _____ ,SIGNATURE: _____

ADDRESS: _____

NAME: _____ ,SIGNATURE: _____

ADDRESS: _____

14 of 17

WRIT OF PETITION TO SONOMA COUNTY, CALIFORNIA BOARD OF SUPERVISORS IN THE MATTER OF RESCISSION OF THE TAX SALE OF APN # 035-091-022 -000 AND # 035-091-025-000 :

WE, THE UNDERSIGNED AT THE SIGNING OF THIS PETITION, DO HEREBY PETITION TO UNWIND THE SALE OF THE ASSESSOR PARCEL NUMBER 035-091 022-000 AND AP# 035091025 AND RESTORE ANNETTE S. ELDER-EVINS PROPERTY TO HER.

NAME: Billy Dixon ,SIGNATURE: [signature]

ADDRESS: 319 Benton St Santa Rosa CA 95401

NAME Annette Elder ,SIGNATURE Annette S Elder Evins

ADDRESS: 948 Leddy Ave Santa Rosa CA

NAME: Leo Biasotti ,SIGNATURE: Leo Biasotti

ADDRESS: 948 Leddy ave, santa rosa

NAME: Nathaniel Biasotti ,SIGNATURE: Nathaniel Biasotti

ADDRESS: 948 Leddy ave Santa rosa

NAME: ,SIGNATURE:

ADDRESS:

NAME: ,SIGNATURE:

ADDRESS:

NAME: ,SIGNATURE:

ADDRESS:

NAME: ,SIGNATURE:

ADDRESS:

NAME: ,SIGNATURE:

ADDRESS:

NAME: ,SIGNATURE:

ADDRESS:

17 of 17

LAW OFFICES OF DARRYL YORKEY
P.O. Box 9636
Berkeley, CA 94709
(510) 221-6874
Fax (888) 491-5926
dyorkey@gmail.com

Via Mail

RECEIVED
FEB 16 2018
BOARD OF SUPERVISORS
COUNTY OF SONOMA

February 13, 2018

VIA FIRST CLASS MAIL

County of Sonoma
Board of Supervisors
575 Administration Drive, Rm 100A
Santa Rosa, CA 95403

RE: Hearing to Consider the Rescission of the Tax Sale of A.P.N. 035-091-022-000 & 035-091-025-000, pursuant to California Revenue and Taxation Code Section 3731

Dear Supervisors:

I am an attorney representing Mr. Tuan Phan, the purchaser of the above referenced properties (the "Properties") pursuant to a tax sale conducted by the Tax Collector of the County of Sonoma on October 24, 2016.

Mr. Phan does not consent to Ms. Elder-Evins' (the "Petitioner") petition to rescind the tax sale of the Properties (the "Petition") and wishes to convey his objection to its consideration.

Mr. Phan can give this Board little insight, if any at all, on the lengthy history that numerous County agencies have had with Petitioner and the Properties for which she is now the previous owner. In fact, the subject matter being considered during this Board's hearing is largely regarding issues to which Mr. Phan's role is merely tangential. Nonetheless, during your review of this matter, please consider the following facts in making your final decision.

Mr. Phan is not a big business nor is he a property speculator, he is an average working person that sought to invest in a well-priced piece of real estate, to recover it from its current state of blight and obsolescence, and to make it into a home for his family. Mr. Phan played no part in Petitioner's failure to pay property taxes and assessments nor did he have any role in the County's decision to exercise its statutory duty to sell the Properties at a tax sale to recover the taxes and assessments that had accrued under the previous owner, the Petitioner. To date, Mr. Phan has spent considerable sums of money to recover possession of the Properties, and delays caused by Petitioner have had the end result of delaying his efforts to abate numerous issues on the Properties that most likely include but are not limited to: zoning violations, building code violations,

countless numbers of safety hazards, unpermitted and unapproved activities, environmental hazards, health hazards, and general blight.

Mr. Phan does recognize that affirming the Tax Collector's sale of the Properties will have the undesirable consequence of displacing Petitioner from a location that has been her home. Mr. Phan recognizes the profound hurt that accompanies the loss of one's home and property, as is probably felt by Petitioner. The reality of the situation is that the County, the Board, and Mr. Phan have no culpability in this end result, and, if blame is to be directed at any individual, it should be directed a Petitioner herself who had ample time to pay or resolve all delinquent taxes and assessments that were levied on the Properties and who largely ignored the ramifications of her failure to cure these debts.

Unfortunately, the remedy for a property that has delinquent taxes and assessments is sale through auction. The County and the Tax Collector executed their duties as specified in statute.

Consequently, the Petitioner's arguments that the tax sale be rescinded lack merit, and the Board of Supervisors should deny her Petition.

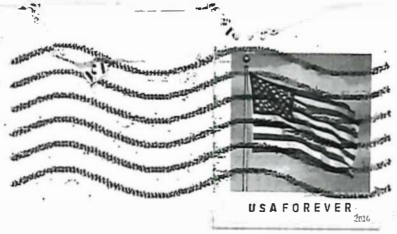
Regards,

Darryl Yorkey, Esq.

Law Offices of Darryl Yorkey
P.O. Box 9636
Berkeley, CA 94709

OAKLAND CA 945

14 FEB 2018 PM 4 L



County of Sonoma
Board of Supervisors
575 Administration Drive, Rm 100A
Santa Rosa, CA 95403

95403-268799

BRUCE D. GOLDSTEIN #135970
County Counsel
LAUREN BORELLA WALKER #274011
Deputy County Counsel
County of Sonoma
575 Administration Drive, Room 105A
Santa Rosa, California 95403

Attorneys for Respondent
Sonoma County Auditor-Controller Treasurer-Tax Collector

BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA

Annette S. Elder-Evins,

Petitioner,

vs.

Sonoma County Auditor-Controller Treasurer-Tax Collector

Respondent

RESPONDENT'S, SONOMA COUNTY AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR, RESPONSE TO PETITIONER'S PETITION TO RESCIND TAX SALE

Date: August 14, 2018
Time: 3:45 p.m.
Room: Board of Supervisors Chambers
575 Administration Drive, Room 100A
Santa Rosa, CA 95403

Respondent, Sonoma County Auditor-Controller Treasurer-Tax Collector ("Tax Collector"), hereby supports Petitioner's, Annette S. Elder-Evins ("Petitioner"), Petition to Rescind Sale of Tax-Defaulted Property ("Petition") for itself alone.

INTRODUCTION

Petitioner brings this Petition to rescind the sale of property identified as APN 035-091-022-000 and 035-091-025-000 (the "Property") pursuant to Revenue and Taxation Code ("R&TC") §3731. Under §3731, the Board of Supervisors may rescind a tax sale if it is determined that the property should not have been sold. As explained more fully below, had the City of Santa Rosa ("City") informed the Tax Collector of the defects of its charges on the Property's tax bill, the Tax Collector would have removed the Property from the sale. The Property therefore should not have been sold, and the tax sale should be rescinded.

FACTUAL BACKGROUND

The Property first became tax defaulted on July 1, 2010 for failure to pay the 2009/2010 property tax bill (the "Property Tax Bill") by June 30, 2010. Petitioner also failed to pay the 2010/11, 2011/12, and 2012/13 property tax bills ("Subsequent Property Tax Bills"), which also contained the charges from the City. Prior to the sale, Petitioner did pay the 2013/14 and 2014/15 property tax bills, which did not contain the charges from the City. It is the Tax Collector's understanding, based on Petitioner's many discussions with the Tax Collector and the contents of Petitioner's brief, that Petitioner refused to pay the Property Tax Bill and the Subsequent Property Tax Bills because of two charges included on the bill from the City. The first such charge was a weed abatement cost recovery charge of approximately $1,600; it is not at issue here. The second City charge was a code enforcement charge of $37,685.00, plus 7% annual interest ("City Charge"). The City Charge originated from a November 23, 2007 Administrative Enforcement Order against the Petitioner for various code violations. [Exhibit A]. The order assessed a penalty of $36,000.00 ("City Penalty"), the City's administrative costs of $1,365.00, and the hearing officer's costs of $320.00 against the Petitioner. By Resolution No. 27053 [Exhibit B], the City Council ordered the total amount of $37,685.00, plus 7% annual interest ("City Total Charge"), to be collected on the tax bill for the Property.

The County's procedure for placing direct charges on the property tax bill is generally as prescribed in the California Property Tax Managers' Reference Manual, Chapter B-2. [Exhibit C]. Through its direct charge administrator, the City divided the City Total Charge between the Property's two parcels, and among the 2008/09, 2009/10, 2010/11, 2011/12, and 2012/13 tax years. Each year, the City, through its administrator, certified that the direct charges submitted to the Sonoma County Auditor ("Auditor") were "lawful and correct." [Exhibits D, E, F, G, H]. No statute or guideline requires the Auditor to examine the charges beyond this certification.

Petitioner paid the property tax bill for 2008/2009, which included the first installment of the City Charge. However, she then refused to pay each subsequent tax bill containing the City Charge. Her failure to pay the 2009/2010 property tax bill by June 30, 2010 resulted in the Property becoming tax defaulted on July 1, 2010.

The default declaration began a 5-year period for Petitioner to redeem the Property before her right to redeem could be terminated by sale of the Property. Throughout this period, Petitioner repeatedly contacted the Tax Collector through phone calls, lengthy voice messages, personal visits, and voluminous documents, always raising her objection to the City Charge. The Tax Collector repeatedly explained to Petitioner that she must address the City Charge with the City and that the Property would be sold if she did not pay, or enter into an installment plan to pay, the redemption amount required under the R&TC. [See Declaration of Jonathan Kadlec.] The Tax Collector does not accept partial property tax payments. The Tax Collector received no payment for the Property Tax Bill or the subsequent Property Tax Bills during this period.

On July 1, 2015, the Property became subject to the Tax Collector's power to sell ("Power to Sell"). Because the Tax Collector holds tax sales in even years, the next-available tax sale was October 21, 2016. During this interim period, especially as the sale date drew near, Petitioner continued to repeatedly contact the Tax Collector with phone calls, lengthy voice messages, personal visits, and voluminous documents, again raising her opposition to the City Charge. The Tax Collector worked extensively to find a legally viable alternative to a sale of the Property. He worked with Petitioner to find a workable solution, including discussing Petitioner's eligibility for the State of California's Property Tax Postponement Program with the State Controller's Office. Because the Petitioner represented that she was willing to pay the Property Tax Bill and Subsequent Property Tax Bills absent the City Charge, the Tax Collector also contacted the City to determine whether the City was able to remove the charge so that Petitioner could redeem the Property and avoid the sale. The City was unwilling to remove the City Charge, and, relying on the City's annual certification of the lawfulness of the charge, the Tax Collector did not feel he had authority to remove the City Charge without the City's consent. The Tax Collector also discussed with County Counsel the possibility of removing the Property from sale under R&TC §3698.8, but, based on the available information, Counsel advised that the Property was not eligible for such removal. [See Declaration of JK.] Based on the available information, the Tax Collector determined that the only avenue to avoid sale of the Property was

through payment of the redemption amount required by the R&TC. The Tax Collector did not receive the required payment prior to the date of sale.

On October 21, 2016, the Property was placed for sale at public auction. On October 24, 2016, the sale closed with a winning bid of $202,200 from Mr. Tuan Phan ("Purchaser"). On October 27, 2016, the Tax Collector executed and recorded the Tax Deed to the Purchaser. [Exhibit I].

Petitioner continued to contact the Tax Collector regarding the sale with phone calls, lengthy voice messages, personal visits, and voluminous documents. [See Declaration of JK.] At this point, Petitioner's only rights related to the sale were to file a claim for excess proceeds, and to file a petition to rescind the sale. The Tax Collector provided Petitioner with personal instructions regarding her right to claim excess proceeds from the sale, and sent numerous follow-up correspondence to ensure Petitioner did not miss the deadline to file the claim. [See Declaration of JK.] The Tax Collector also responded to the Petition, which was filed February 6, 2017, informing her that a hearing date would be set shortly. [See Declaration of JK.]

The Tax Collector, along with County Counsel, performed extensive research in preparation for the hearing on the Petition. The Tax Collector confirmed that he fulfilled his duties under state law in the conduct of the sale.[1] The Tax Collector also determined that the Petition cites numerous irrelevant facts and statutes, and provides no basis for rescission. However, because of the Petitioner's focus on the City Charge, the Tax Collector chose to go beyond his duties to understand the basis for same, including requesting additional documentation from the City. Upon receipt of the November 23, 2007 Administrative Enforcement Order from the City, the Tax Collector discovered that the City Charge consisted of $36,000 in nuisance abatement penalties and only $1,685 in nuisance abatement costs. Because the Tax Collector could find no authority for the placement of nuisance abatement penalties on the tax roll, the Tax Collector requested that the City provide such authority. The City then

[1] The entity conducting the tax sale does not owe any duties to the original owner or a purchaser other than those contained in the Revenue and Taxation Code statutes and basic due process. *Cralan, Inc. v. Cal.* (1989) 214 Cal.App.3d 1400, 1405; *Van Petten v. County of San Diego* (1995) 38 Cal.App.4th 43, at pgs. 50-51.)

informed the Tax Collector of the unpublished Ninth Circuit decision in *Mechammil v. City of San Jacinto*, 653 Fed. Appx. 562, holding that cities cannot place fines or penalties on the property tax roll. The Tax Collector and County Counsel further researched, and concluded that the City did not have authority to place the City Charge on the Property Tax Bill or Subsequent Property Tax Bills.

In light of this new information, the Tax Collector worked with County Counsel, the City, and the Purchaser to determine the proper path forward. Absent the City and Purchaser's willingness to agree to an alternative solution, the Tax Collector believes that a Board-ordered rescission is the legal and equitable solution.

DISCUSSION

I. The Board May Rescind a Tax Sale When it is Determined that the Property Should Not Have Been Sold

Under R&TC §3731(a), the Board of Supervisors, with the written consent of the county's legal advisor, may rescind a tax sale when "it is determined that the property should not have been sold."[2] There is nothing in the statutes or case law suggesting that the Board must rely on anything other than its reasonable judgment in determining that a property should not have been sold.

The City or Purchaser may argue that the Board may only rescind a tax sale due to an invalidity or irregularity in the tax sale process instituted under R&TC Chapter 7. This is because R&TC §3725 states that "a proceeding based on alleged invalidity or irregularity of any proceedings instituted under this chapter can only be commenced in a court" if the petitioner has: (1) first petitioned the board of supervisors under R&TC §3731 within one year of the sale, and (2) instituted the court proceeding within one year of the board's determination that the property should not have been sold. However, there is nothing in the statutes suggesting that the board's decision whether to rescind under R&TC §3731 is limited by the language of R&TC §3725. Indeed, *Van Petten v. County of San Diego*, 38 Cal. App. 4th 43, 50, in its holding that a

[2] Where, as here, the written consent of the purchaser has not been obtained, the Board must hold a hearing to consider the rescission, with proper notice to the purchase. R&TC §3731(b).

purchaser at a tax sale assumes the risk of any defect in the tax sale proceedings, noted that "Section 3731 addresses rescission of a tax sale of property 'which should not have been sold' (e.g., because it was owned by a governmental entity at the time of sale), without reference to invalidity or irregularity of the sale proceedings."[3] The Board is not limited to rescinding the sale based only on an irregularity or invalidity in the tax sale proceedings, but rather may exercise its judgment in determining whether the Property should not have been sold.

Further, even if the Board was so limited, the sale proceedings were irregular. As discussed below, had the City informed the Tax Collector of the invalidity of the City Charge, the Tax Collector and County Counsel would have removed the Property from the sale under R&TC §3698.8. This provision for removal of a parcel from sale, extensively discussed between the Tax Collector and County Counsel prior to the sale of the Property, is part of the tax sale proceedings under Chapter 7 of the R&TC. The County's lack of complete knowledge altered its decision under R&TC §3698.8, resulting in an irregularity in the tax sale proceeding.

II. The City Did Not Have Authority to Place the City Charge on the Property Tax Roll

California law is well-settled that a city may not collect nuisance abatement penalties on the secured tax roll. In *Isaac v. City of L.A.*, 66 Cal. App. 4th 586 (1998), the City of Los Angeles adopted an ordinance providing for the collection of past-due and future billings for power on the secured tax bills of master-metered apartment buildings. The court found that, absent statutory authority, the parties' agreement, or a recorded judgment, a city cannot create a lien secured by real property. *Id.* at 598. Further, the court found that the city's attempt to create a super-priority lien, which is the effect of placing a charge on the secured tax roll, was preempted by the existing statutory scheme governing lien priority. *Id.* at 601. Under the *Isaac* case, since the City did not obtain the Petitioner's agreement or a recorded judgment, statutory

[3] The parenthetical example of ownership by a governmental entity at the time of sale as a basis for a board's decision to rescind was due to an earlier statute providing for a refund of money paid for property owned by a public entity, but erroneously sold as private property at a tax sale. *Id.* at 47.

authority is required for the City to create a lien for the City Charge secured by the Property and to overcome the state law preemption over lien priority.

From 2009-2013, the California legislature failed four times in its attempt to authorize cities to create real-property secured liens for nuisance abatement penalties, and to make those liens super-priority by placing them on the secured property tax roll. In 2009-2010, the California legislature passed a bill to amend California Government Code sections 38773.1 and 38773.5. Those provisions allow cities to adopt an ordinance to "collect abatement and related administrative *costs* by a nuisance abatement lien," and to "make the *cost* of abatement of a nuisance upon a parcel of land a special assessment against that parcel." Cal. Gov't Code §38773.1(a) and §38773.5(a) (emphasis added). The bill proposed to add "fines related to the nuisance abatement" as charges that cities could include in a nuisance abatement lien and a special assessment against the parcel. See Assemb. B. 2317, 2009-2010 Reg. Sess. (Cal. 2010). The Legislative Counsel's Digest stated, "Existing law authorizes the legislative body of a city or county to establish a procedure to use a nuisance abatement lien or a special assessment to collect abatement costs and related administrative costs. This bill would authorize... the legislative body of a city or county to also collect fines related to the nuisance abatement using a nuisance abatement lien or a special assessment." However, Governor Schwarzenegger vetoed the legislation, stating, "It is important that the due process rights of homeowners are balanced against a local government's right to collect a nuisance abatement fine. The current system that requires a local government to seek judicial approval to impose a lien properly balances these opposing interests." Veto Message to Cal. Assemb. B. 2317, 2009-10 Reg. Sess. (Sept. 30, 2010).

Additionally, the California legislature passed three other bills between 2010 and 2013 to amend Government Code §53069.4 to allow cities to use special assessments and liens to collect fines or penalties associated with ordinance violations. *See* Assemb. B. 683, 2013-14 Reg. Sess. (Cal. 2013); Assemb. B. 129, 2011-12 Reg. Sess. (Cal. 2011); Assemb. B. 2613, 2009-10 Reg. Sess. (Cal. 2010). As the author of Assembly Bill 683 stated, "AB 683 closes the loop on an anomaly where cities and counties can recover their costs for code enforcement by way of lien or

tax assessment - but are not able to similarly enforce fines." Bill Analysis to Cal. Assemb. B. 683, 2013-14 Reg. Sess., at 3 (Sept. 5, 2013). The governor also vetoed each of these bills.

A bill that passes but is vetoed can shed light on legislative intent, with "considerable weight" given to a governor's veto message. *Indep. Home Support Serv., Inc. v. Superior Court*, 52 Cal. Rptr. 3d 562, 572-73 & n.4 (Cal. Ct. App. 2006). The failure of these bills, particularly the governor's statement that the current system requires a judgment to impose a real-property secured lien for nuisance abatement fines, reveals that there is no statutory authority for cities to place nuisance abatement fines on the property tax roll.

Finally, the Ninth Circuit held in the unpublished *Mechammil v. City of San Jacinto*, 653 Fed. Appx. 562, 565 that "cities in California cannot attach liens or impose special assessments to collect outstanding nuisance fines or penalties." In this case, the City of San Jacinto relied on Gov. Code §53069.4(a)(1) to collect nuisance fines and penalties on the property tax bill. That provision allows cities to "make any violation of any ordinance enacted by the local agency subject to an administrative fine or penalty." The city "shall set forth by ordinance the administrative procedures that shall govern the imposition, enforcement, collection, and administrative review by the local agency of those administrative fines or penalties." Cal. Gov't. Code §53069.4(a)(1). The court noted that Gov. Code sections 38773.1(a) and 38773.5(a) "authorize the use of liens and assessments only to collect nuisance abatement costs, not fines or penalties." *Id.* at 564. Applying the canon of statutory interpretation that when one or more things of a class are expressly mentioned, others of the same class are excluded, the court concluded that neither Gov. Code §53069.4(a)(1), nor sections 38773.1(a) and 38773.5(a) authorize cities to collect nuisance fines or penalties by attaching a lien or imposing an assessment. *Id.* The court felt that the veto of the four bills discussed above supported its conclusion that "California law does not authorize cities to collect nuisance abatement fines or penalties by attaching a lien or imposing an assessment." *Id.*

At least since 1998, California law has been clear that cities must have statutory authority to create real-property secured liens, and to give those liens super-priority status by placing them on the property tax roll. *Isaac v. City of L.A.*, 66 Cal. App. 4th 586. Cities have never had the

authority to take either action, as indicated by the legislature's efforts to revise this rule from 2009-2013, and as stated by the *Mechammil* court. Thus, the City did not have the authority to place the City Penalty portion of the City Charge on the Property Tax Bill or the Subsequent Property Tax Bills.

III. The Auditor Has the Authority to Cancel the City Charge

The R&TC requires the Auditor to cancel all or any portion of any uncollected city taxes, penalties, or costs on satisfactory proof that it was charged erroneously or illegally. R&TC §4986(a)(2); R&TC §4986.2.[4] Although these provisions appear to require the city's consent, California courts and the Attorney General's office have found that, even when an earlier version of R&TC §4986 provided only that taxes "may," not "shall," be cancelled, where the property is exempt from taxation as a matter of law, and the cancellation of taxes is a matter of state-wide concern, the taxes were required to be cancelled despite the taxing entity's refusal to consent to the cancellation. *See County of San Diego v. United States*, 251 F.2d 534 (1958) (Holding that the Board of Supervisors "had no alternative but to cancel the taxes" when the United States acquired title after the lien date because "such is the plain and unequivocal mandate of the statute."); AG Opinion No. NS2085 (Nov. 3, 1939) (holding that cancellation of city tax liens on state-owned property is a matter of state-wide concern, and that taxes levied by City of Alameda on property acquired by the Veterans' Welfare Board must be cancelled); 2 Ops. Cal. Atty. Gen. 526 (holding that taxes levied by City of Tulare on property acquired by the Veterans' Welfare Board must be cancelled); 6 Ops. Cal. Atty. Gen. 72 (holding that because cancellation of taxes acquired by schools is matter of state-wide concern, City of Bakersfield's ordinance barring cancellation of city taxes on publicly-acquired property is not controlling and the city's taxes on school district-acquired property must be cancelled).

As discussed above, not only was the City Charge illegally placed on the Property Tax Bill, the City never had authority to place the City Penalty portion of the City Charge on the Property Tax Bill and Subsequent Property Tax Bills. Thus, as a matter of law, the Property was

[4] Special assessments are considered taxes under Part 9 of the R&TC. *Hanjin Internat. Corp. v. Los Angeles County MTA*, 110 Cal. App. 4th 1109. It follows that direct charges are also considered taxes under Part 9 of the R&TC.

not subject to the City Penalty portion of the City Charge. Further, the *Isaac v. City of L.A.* court found that "lien priorities on real property [are] a matter of statewide concern because statewide uniformity in lien priority is essential." *Id.* at 600. Because the City of L.A.'s attempt to create a super-priority lien was preempted by state law, the court there upheld the refund of the amounts paid. *Id.* at 602. Here, the City's attempt to create a super-priority lien is similarly a matter of state-wide concern. Thus, R&TC sections 4986(a)(2) and 4986.2 require the Auditor to cancel the City Penalty portion of the City Charge, regardless of whether the City consents to the cancellation.

IV. The Tax Collector Would Have Removed the Property from Tax Sale Had It Known of the Invalidity of the City Charge

The Tax Collector, upon the recommendation of County Counsel, may remove a parcel from the tax sale if it is deemed the removal is in the best interest of the county. R&TC §3698.8. There is no case law interpreting when a removal is in the best interest of the county.

Prior to the tax sale, the Tax Collector and County Counsel considered this provision, but determined the removal would not be in the best interest of the County for two reasons. First, there was no reason to treat the Petitioner any differently from the other owners of property about to be sold for defaulted taxes. Second, even if the Property was removed from the sale, the Petitioner would likely still refuse to redeem the Property because of the City Charge, meaning the Property would soon return to tax sale. However, unlike the other owners of tax-defaulted property, the Petitioner should have been given the opportunity to redeem the Property absent the City Penalty portion of the City Charge. Further, because the Auditor has the authority to cancel the City Penalty of the City Charge, and because the Petitioner paid subsequent property tax bills absent the City Charge, the Petitioner was likely to redeem the Property. Had the Tax Collector been aware that the City Charge was composed of nuisance abatement penalties, and that the City did not have the authority to place such penalties on the tax roll, the Tax Collector and County Counsel would have removed the Property from tax sale.

V. *Wall v. M. & R. Sheep Co.* is Distinguishable from These Facts

The City or Purchaser may argue that *Wall v. M. & R. Sheep Co.* (1949), 33 Cal. 2d 768 precludes the Petitioner from using the City Charge to obtain rescission of the tax sale. That case is distinguishable from these facts. *Wall*, and those cited within it, involved tax levies that were incorrectly calculated, noting that taxpayers may not avail themselves of an "error in the computation of the tax rate" to invalidate a tax sale. *Id.* at 771. Here, the City Penalty portion of the City Charge was void as a matter of law, meaning the Property was never subject to the City Penalty portion of the City Charge. Further, unlike in *Wall*, in this case, the Tax Collector would have removed the Property from sale under R&TC §3698.8 had he possessed complete knowledge of the issues surrounding the City Charge.

VI. Any Statute of Limitations Does Not Preclude Rescission

The City or Purchaser may argue that, because any applicable statute of limitations for the Petitioner to challenge the City Charge has passed, the illegality of the City Charge can not be relied upon to rescind the tax sale. However, the City Charge was void as a matter of law, meaning that the property was never subject to the City Penalty portion of the City Charge. This would preclude the application of any statute of limitations against the Petitioner. Further, the Tax Collector has raised the issue relative to the Auditor's duties under R&TC §4986(a)(2) and R&TC §4986.2. Even if the Petitioner's challenge period has passed, the R&TC requires the Auditor to cancel the City Charge.

VII. The Tax Collector Has Determined an Administratively Feasible Policy to Implement its Decision in this Case

The City or Purchaser may argue that, if the Tax Collector determines that the City Penalty portion of the City Charge must be removed from the property tax roll, then the County will need to examine and cancel all nuisance abatement penalties collected by all municipalities, potentially dating back decades. However, the Tax Collector has determined that the legislative intent expressed in the *Mechammil* case can be achieved in an administratively feasible way by only examining whether nuisance abatement penalties exist on the property tax bills of properties that have been placed for tax sale since the issuance of the *Mechammil* case. California law does

not say that nuisance abatement penalties cannot be *collected*; it only says that they cannot be collected on the tax roll. Collection on the tax roll carries the extreme consequence of tax sale in the case of default. It is a reasonable application of California law to disallow penalties from the tax roll prospectively, and to strip those penalties from prior years' tax rolls in cases where the penalty would result in the extreme consequence of a tax sale. This interpretation is in line with the Governor's veto message discussed above regarding balancing the due process rights of homeowners against cities' rights to collect a nuisance abatement fine.

CONCLUSION

Based on the foregoing facts, the Property should not have been sold. At the time of the sale, the Tax Collector was unaware that the bulk of the City Charge was a nuisance abatement penalty that was not authorized to be placed on the tax roll. Had the Tax Collector been aware of this fact, he would have removed the Property from the tax sale. Thus, the Tax Collector respectfully requests that the Board of Supervisors grant the Petition.

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Dated: July 27, 2018

BRUCE D. GOLDSTEIN, County Counsel

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By: _____

Lauren Walker
Deputy County Counsel
Attorneys for Respondent Sonoma County
Auditor-Controller Treasurer-Tax Collector

EXHIBIT A

City of Santa Rosa
Administrative Hearings
100 Santa Rosa Avenue
Santa Rosa, California 95404

File # CA-07-006-EFM

Administrative Enforcement Order

1-A. Responsible Party: Annette Sharlene Elder-Evins
1-B. Address: 948 Leddy Ave., Santa Rosa, CA 95407

2. Location of Violation: 948 Leddy Avenue

3. Assessor Parcel Number: 035-091-022 Zoning District: R-1-6

4. Administrative Hearing Officer's Decision:

(A) After considering all of the testimony and evidence submitted at the hearing held on October 17, 2007, at which the Fire Inspector, Eric Major, testified, but at which the Responsible Party did not appear, I make the following findings:

1. The record contains substantial evidence supporting that the code violations listed in the staff report, dated July 31, 2007—accumulation of weeds, rubbish and inoperable vehicles and failure to comply with abatement order—existed on the subject property on the hearing date. The City provided the required notice of the hearing.

2. The hearing on this matter was originally scheduled for September 19, 2007, and the City continued it to allow the property owner more time to comply. The Fire Inspector seeks penalties assessed at a rate of $500 a day for each of the three violations from the beginning of the notice period (August 15, 2007) until the continued hearing date. Given the continuance of the hearing, the resulting penalty assessed at this rate would be excessive for these violations. Additionally, one of the three violations (failure to comply with order, ARCC 18-44.103.4.3.1) is essentially derivative of the other two. Therefore, penalties shall be assessed from August 15, 2007 until September 19, 2007 (the first scheduled hearing date) at a rate of $500 a day for each of the two substantive violations (SRCC 9-08.020, Accumulation of Weeds and Rubbish, and SRCC 11-36.010, Inoperable Vehicles).

(B) **Based on these findings, I uphold the Administrative Notice and Order and Staff Report, direct the abatement of all violations within 30 days (by abating the weeds and rubbish, removing the inoperable vehicles and calling for an inspection), and assess a penalty of:** $ 36,000 (36 days at $1000 per day) **plus** the City of Santa Rosa's administrative costs of $1,365.00 (see Penalty Calculation Sheet dated October 17, 2007) **plus** $320.00 (proportional share of Hearing Officer preparation time, travel time, hearing time and preparation of this Order), for a **TOTAL PENALTY OF $ 37,685.**

(C) This Administrative Enforcement Order will be served on each party; when the Administrative Enforcement Order is served on the code enforcement officer (Fire Inspector), the order shall be final.

(D) This shall serve as notice to the responsible party that the penalties and administrative

costs are a special assessment against the property where the violations occurred and if payment is not received within thirty days of the date of this Administrative Enforcement Order, will be confirmed by the City Council. The penalty for late payment of assessed penalty is 7%, pro-rated daily, from payment due date of **December 24, 2007.**

(E) Should the violation continue, the responsible party may be subject to additional penalties as authorized by law. The penalty for a subsequent violation within thirty-six (36) months of an initial violation is **$1,000 for each day** the violation continues.

(F) Pursuant to SRCC Section 1-30.210 (a copy of which was attached to the Administrative Notice and Order), any person contesting this Administrative Enforcement Order may seek review by filing an appeal with the Superior Court within 20 days after service of this Order.

DATE: November 23, 2007 **BY ORDER OF:** _____

Rachel J. Sater
Administrative Hearing Officer

CERTIFICATE OF SERVICE

I, Rachel J. Sater, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the within entitled action.

On November 23, 2007, I served the attached:

ADMINISTRATIVE ENFORCEMENT ORDER

on the following parties to this action by placing a true copy thereof in a sealed envelope, addressed as follows:

Annette Sharlene Elder-Evins
948 Leddy Ave.
Santa Rosa, CA 95407

Eric Major
Fire Inspector
P.O. Box 1678
Santa Rosa, CA 95402-1678

I served the attached document(s) in the manner indicated below:

☒ **BY MAIL:** I placed each such sealed envelopes, with postage thereon fully prepaid for first–class mail, in the United States Postal Service at San Francisco, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed November 23, 2007, at Oakland, California.

Rachel J. Sater

EXHIBIT B

RESOLUTION NO. 27053

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA CONFIRMING THE AMOUNT OF A SPECIAL ASSESSMENT; CONFIRMING AND ORDERING THE RECOVERY OF PENALTIES AND COSTS ASSESSED AND IMPOSED BY THE ADMINISTRATIVE HEARING OFFICER FOR VIOLATIONS OF CITY CODE PROVISIONS OCCURING ON THE PROPERTY AT 948 LEDDY AVENUE, SANTA ROSA, A.P.N. 035-091-022, AND A.P.N. 035-091-025; AND ORDERING THE ASSESSMENT BE COLLECTED ON THE TAX ROLL BY THE SONOMA COUNTY TAX COLLECTOR

WHEREAS, Government Code section 53069.4 provides that cities may establish fines, penalties, and forfeitures applicable to an administrative hearing process that governs the imposition, enforcement, collection, and administrative review of those administrative fines and penalties; and

WHEREAS, also included in the Penalty and Fine Schedule are the administrative costs, which may encompass any and all costs incurred by the City in connection with the matter before the hearing officer including, but not limited to, costs of investigation, staffing costs, including attorneys fees, incurred in preparation for the hearing and for the hearing itself, the services of the hearing officer, any abatement costs, and costs for all re-inspections necessary to enforce the Notice and Order; and

WHEREAS, on July 31, 2007, City of Santa Rosa Fire Inspector, Eric Major, issued a Notice and Order pursuant to Section 1-30-040 of the Santa Rosa City Code to property owner Annette Sharlene Elder-Evins to correct specified violations existing on the property at 948 Leddy Avenue, Santa Rosa and specifying the time, date, and place of a public Administrative Hearing on the matter which was scheduled more than 10 days thereafter; and

WHEREAS, on October 17, 2007, a public Administrative Hearing was held pursuant to Chapter 1-30 of the Santa Rosa City Code regarding the specified violations existing on the real property situated at 948 Leddy Avenue, Santa Rosa, being Sonoma County Assessor's Parcel Numbers 035-091-022 and 035-091-025; and

WHEREAS, at the Administrative Hearing, which was held at the time, date, and place specified in the Notice and Order, the Hearing Officer considered the reports of staff, oral and written, and the testimony of all those wishing to be heard or who wished to submit comment and/or evidence, and the matters specified in Section 1-30.090 of the Santa Rosa City Code; and

WHEREAS, following the hearing, the Hearing Office filed and served upon the parties an Administrative Enforcement Order which found that one or more violations existed at the property and which imposed penalties and assessed administrative costs in the total amount of $37,685.00 and which notified the property owner that the penalties and the administrative costs may become the subject of a special assessment against the real property where the violations occurred if payment was not received within 30 days of the date of the final order; and

WHEREAS, Annette Sharlene Elder-Evins, the owner of the property at 948 Leddy Avenue, has failed to pay the amount so ordered within thirty days of service of the Administrative Enforcement Order and within the same period has not sought judicial review of the Order; and

WHEREAS, pursuant to Section 1-30.170 of the Santa Rosa City Code, confirmation of the penalties and administrative costs as a special assessment may be placed on the Consent Agenda of the Council within 120 days of the Administrative Enforcement Order; and

WHEREAS, notice has been given to the owner of record of the real property at 948 Leddy Avenue, Santa Rosa, and that a request for confirmation of a special assessment in the amount of $37,685.00 has been placed on the Consent Agenda of the Council's regular meeting scheduled for March 18, 2008.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Rosa, based on the Administrative Enforcement Order issued to the owner of the real property at 948 Leddy Avenue, and other information and materials presented at or prior to the administrative hearing, finds, determines, orders, and directs that:

1. The total amount of penalties and costs imposed by the Administrative Enforcement Order of $37,685.00 is confirmed as filed with the City Clerk, payable in one installment.

2. The total confirmed amount of penalties and administrative costs assessed against the real property at 948 Leddy Avenue, Santa Rosa, being Sonoma County Assessor's Parcel Nos. 035-091-022 and 035-091-025, together with any collection charges imposed by the Sonoma County Tax Collector, and interest at the rate of 7 percent per annum, prorated daily, from the payment due date of December 24, 2007, shall be collected on the tax roll in the same manner, by the same person, and at the same time as, together with and not separately from, the general taxes, on the next regular property tax bill levied against the property by the Sonoma County Tax Collector.

3. The total amount of the penalties and costs herein confirmed shall be duly recorded with the Sonoma County Recorder as a lien on the identified party and the amount shall bear interest at the rate of 7 percent per annum until paid.

4. Any sum collected hereunder from the property owner(s) or upon any sale of the property shall be repaid to the Revolving Fund, Account No. 0208-3860.

5. The officers of the City, including the City Clerk and Director of Administrative Services, are authorized and empowered to do all things as may be necessary, including but not limited to notifications to the Sonoma County Auditor and Tax Collector, to carry out the foregoing.

IN COUNCIL DULY PASSED this 18th day of March, 2008.

AYES: (7) Mayor Blanchard; Councilmembers Sawyer, Bender, Dean, Gorin, Jacobi, Pierce

NOES: (0)

ABSENT: (0)

ABSTAIN: (0)

ATTEST: _____
City Clerk

APPROVED: _____
Mayor

APPROVED AS TO FORMe

_____
City Attorney

EXHIBIT C

Tax Levy Process Section
Chapter B-2

DIRECT CHARGES

INTRODUCTION

A ***direct charge*** is a non-***ad valorem*** amount levied on a per ***parcel*** basis encompassing numerous types of items such as annual charges for services, improvement district charges, ***community facilities district (CFD)*** (***Mello-Roos District***), special taxes, and fees.

Direct charges are usually levied by ***taxing jurisdictions*** such as ***special districts***. Many direct charges provide a benefit directly to a property such as garbage collection, sewer, lights and landscaping maintenance, and mosquito abatement. Direct charges take many forms and are authorized to exist under various state codes such as Streets and Highways, Government, Health and Safety, Water, Public Utilities, and others. Certain direct charges may be authorized to be bonded.

Many direct charges may be placed on the ***current roll***, at the discretion of the taxing jurisdiction. Some direct charges have certain conditions in which they may (or may not) be placed on the ***secured*** roll, or are allowed only on the ***unsecured*** roll.

Non-public agencies don't have authority under statute to use the public secured rolls and unsecured rolls for collection. This would include the following scenarios:

1. Homeowner's Association (HOA) (private not-for-profit organization on file with the State Secretary) who wants to collect their HOA dues (whether current or delinquent). Please note that HOAs may exist in the same geographical territory as local public agencies such as a Community Service District (CSD).

2. A group of neighbors on a private road with a handshake/written agreement to maintain a private road where a ***taxpayer*** isn't paying an agreed amount.

3. A painting contractor who wasn't paid by the taxpayer for services rendered (even if the contractor files a Mechanics' Lien with the Recorder).

However, a private garbage company can, in certain cases, work through a city or county to enforce collection on garbage fees. The thought process behind this is related to uncollected garbage being a public nuisance & public health hazard.

MAIN TOPIC

Taxing jurisdictions favor using the current rolls to collect their direct charges because it is inexpensive, transparent, efficient, and effective. Normally, the taxing jurisdiction is the "administrator" of the direct charge (versus the auditor). Frequently, taxing jurisdictions hire private companies to professionally administer the direct charge including preparing the ***levy*** for the upcoming current roll.

Documentation Process

When a taxing jurisdiction elects to have the county bill to collect its direct charges on the current roll, a contractual agreement may be created to include any or all of the following: authorization for the county to provide billing, collection, correction services, specific data deadlines, county billing charge, distribution methods, and timing.

The process of placing the direct charge on the current roll typically includes a taxing jurisdiction providing the county auditor with a resolution/ordinance and documentation to support the levy of the direct charge on property tax bills. The auditor requires documentation to be presented to support the following four key criteria:

1. State Law provides for the direct charge's authorization to exist. Various State Codes allow for the creation of specific direct charge levies. This authorization is without regard to what types of districts may execute the direct charge or the manner of collection.

2. The district is empowered to execute the direct charge levy. Various State Codes authorize specific types of districts to use certain types of direct charges. Not all districts are authorized to use every type of direct charge (e.g. only K-12 school districts may execute a Qualified Special Tax pursuant to Government (Gov) Code §50079)(see also Proposition 62). The nature of the direct charge dictates the type of documents/processes used to authorize the execution of the enabling legislation. Depending on the applicable State Code, these documents may be static OR may need to be reestablished for each year.

3. The direct charge is authorized to appear on the tax roll. Typically, the authorization for a district to make use of the tax roll is explicitly provided for in the applicable State Code. Usually, the district's documents used to execute the enabling legislation to create the direct charge levy in criteria #1 and #2 above will also reference the State Code authorizing the direct charge levy to appear on the tax roll.

4. The district directs the auditor to place the direct charge levies on the applicable tax roll. Typically, this would be done via ordinance or resolution.

The taxing jurisdiction provides the ***Parcel Number (APN)*** and corresponding levy amount. The county auditor then performs a ministerial duty to place the authorized direct charge levy on the appropriate property tax bills.

In the initial year of a ***1915 Act Bond*** assessment, including the subtype called ***Property Assessed Clean Energy (PACE) bonds***, the auditor should receive certain documentation in addition to the normal requirements for a direct charge (this may vary by county):

- Resolution authorizing the sale of the bond, if bonded
- An ***amortization schedule***
- Engineer's report

Proposition 218, which added Article 13C and D to the California Constitution, passed in the November 1996 general election, acts as an umbrella set of additional requirements to the previously existing requirements of many non-voter approved direct charges. Proposition 218 changed the way certain types of direct charges new or increased ***assessments*** must be authorized:

1. Proposition 218 requires a vote of affected property owners to implement a new or increased assessment on ***real property*** for a project or service. Such an assessment must provide a special benefit to the assessed property. In order to determine the property's share of special benefit due to the project or service, a registered engineer's calculation and report must be sent to each affected property owner (that portion of benefit applying to the public in general may not be assessed to a parcel). The engineer's report describes the purpose of the assessment, other pertinent information, and the amount of the proposed assessment to be charged to the taxpayer. Once the engineer's report is sent to each property owner, the landowners are asked to vote on the imposition of the assessment.

2. Voting is weighted by the amount of the assessment. The ballots are tabulated at a public hearing prior to the approval of the charge and are considered a public document. If a majority of the ballots received are opposed to the assessment, it cannot be imposed; otherwise, the taxing jurisdiction may proceed to approve the assessment.

3. Proposition 218 does not provide the traditional exemption to the assessment for tax-exempt entities such as public schools and governmental agencies. The levying taxing jurisdiction is required to calculate the benefit (share of assessment) to a tax-exempt entity. This calculated amount is not required to be billed to the tax-exempt entity, but it may not be passed along to others in the assessment district either. If billing is done, mechanisms other than the tax bill may be used for billing these assessments (i.e. direct invoicing by taxing jurisdiction).

In order to insure that each taxing jurisdiction is charging in compliance with Proposition 218, many counties require a contract, resolution, or document from the taxing jurisdiction stating either that the taxing jurisdiction is responsible for the assessment or the taxing jurisdiction is in compliance with Proposition 218. Note that while Improvement Act of 1915 bonds are subject to Proposition 218, the sub-type called Property Assessed Clean Energy (PACE) bonds are specifically excluded from Proposition 218 requirements (Streets and Highways (S&H) Code §5898.31).

Deadlines

Deadlines exist within various State Laws for the taxing jurisdiction to deliver the direct charges to the auditor. The most common statutory deadline is August 10 of each year (Gov Code §26911, Health and Safety (H&S) Code §5474.4 & §101330). Other direct charges allow districts to submit direct charges no later than August 21st or the 3rd week in August (Gov Code §53340(b) and §50069, Water Code §8-30.21 [Drainage District Act of 1903], and S&H Code §22640). Certain deadlines may be extended at the discretion of the auditor.

Direct Charges Suggested Timetable

Timeframe	Description
April	Communicate with taxing entities regarding schedules, fees, and parcel information.
July	Districts submit direct charges to be billed. Districts are notified of parcels rejected (e.g. invalid, voided and nontaxable parcels).
August 10	Resolutions authorizing billing, parcels to be charged and amounts to be billed have been received by the Auditor. (Exception: By August 21st or the 3rd Monday in August for specific direct charges.)
After August 10	Corrections may be allowed after this date until creation of bills.
By 4th Monday in September or October 16	Turn tax bills over to the Tax Collector. Subsequent changes to direct charges are handled as tax bill corrections (Revenue and). Taxation (R&T) Code §2601.

Addition to Current Roll(s)

Direct charges are added to the current roll upon authorization by the taxing jurisdiction to facilitate billing and collection of the direct charges. Direct charges are typically itemized on the bill. Once the direct charge is added to the current roll, it generally:

1. Becomes part of the tax ***lien*** (R&T Code §2802(c)).

2. Follows the same "rules" as ***ad valorem tax***es (R&T Code §4801, §4651, §4653, §2152.5, etc.).

3. May not be paid separately from the remainder of the property tax bill.

4. Prohibits the taxpayer from having authority to remove the item from the tax bill.

However, there are exceptions to the general rules above that include, but aren't limited to:

1. Taxing jurisdictions may authorize items to be removed/changed/added when an error has been discovered (R&T Code §4831 and §4834). See Chapter C7.

2. Taxing jurisdictions may remove unpaid Mello-Roos and 1915 bond installments when a duly recorded "Notice of Intent to Remove Delinquent Special Tax Installment from the Tax Roll" is received by the Auditor. This allows the taxing jurisdiction to proceed with judicial foreclosure as may be required by the bond covenants to protect the bondholders. Under a judicial foreclosure, the taxpayer must make a decision to either pay the delinquent/defaulted bond or lose the property in court. Commonly, property acquired via judicial foreclosure is immediately re-sold on the courthouse steps to the highest bidder. Also see Chapter B9.

3. Taxpayer requests a non-value segregation of a tax bill in order to pay a direct charge without paying the remainder of the tax bill (R&T Code §2801-§2811, Gov Code §53356.2 and S&H Code §8766.5 and §8688, H&S Code §5473.9, etc.).

4. Taxpayer requests an ***assessed value*** segregation/***separation*** (R&T Code §2821, et seq.) causing the tax liability to be split into one or more bills. See Chapter C7 Part 7.

5. Public acquisition processing (R&T Code §4801, §5081, et seq.) where the Auditor cancels and transfers amounts to the unsecured roll for collection (via a proration) qualifying direct charges. Also see Chapter C7 Part 13.

Typically, a property secures the payment of direct charges because the property may be sold by the county tax collector after five years if taxes (including direct charges) are unpaid (Gov Code §53930, et seq., R&T Code §2802). Generally the ***tax sale*** extinguishes the secured tax lien on billed amounts of direct charges, even if the tax sale is for a deficit amount (R&T Code §3712), with certain exceptions such as Mello-Roos, special taxes, 1915 Bonds, and direct charges billed on the unsecured current roll (R&T Code §2188.1).

Typically, direct charges are placed on the secured roll. However, certain items may not qualify for inclusion on the secured current roll. In other situations, items may not qualify for placement even on the unsecured current roll. These include, but aren't limited to:

1. Not all direct charges are authorized by state statue to be placed on the current roll, but by the time this step is reached, the authorization to place on the current roll should have already finished vetting. An example would include non-bonded Municipal Improvement Act of 1913 assessments (S&H Code §10406).

2. Certain direct charges on classes of unsecured property that are billed on the unsecured current roll. An example would include Fire Suppression Assessments levied on leasehold properties, business and mobile homes. Some direct charges are unsecured but billed on the secured current roll (e.g. mobile homes) and if unpaid at the end of the tax year, are moved to the unsecured delinquent roll. Others are never billed on the secured current roll. Please refer to your county's policies and agreements for the timeframe the districts have to submit the charges to be included on the unsecured current roll.

3. For the first year of a Benefit Assessment District Act of 1982 assessment, if the property has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of county taxes would become delinquent, the confirmed assessment shall not result in a lien against the real property but shall be transferred to the unsecured current roll.

4. Certain delinquent fees/charges for services (such as delinquent water bills), may not be placed on the secured and/or unsecured current rolls when the property is sold or encumbered within specified timeframes. "Sold" is defined here as "transferred or conveyed to a bona fide purchaser for value", while "encumbered" is defined here as "subject to a bona fide encumbrance for value". The following table provides a list of the qualifications for such an occurrence of delinquent charges (not an inclusive list):

Type	Code	Sold[1]	Encumbered[1]	Resulting Action
Garbage	Gov §25831	Prior to Dec 10	Prior to Dec 10	May go unsecured
Sewer	H&S §5473.8	Prior to Dec 10	Prior to Dec 10	May go unsecured
Weed Abatement	H&S §13879 & §14912	Prior to Dec 10	Prior to Dec 10	May go unsecured
Water & Other Services	WC §37212	WC37212 is Prior to Dec 10	WC37212 is Prior to Dec 10	May go unsecured
Type	**Code**	**Sold[1]**	**Encumbered[1]**	**Resulting Action**
Sewer & Water	PUC §16469	Year preceding the date on which the 1st installment of real property taxes which evidence the charges appears on the roll[2]	Year preceding the date on which the 1st installment of real property taxes which evidence the charges appears on the roll[2]	District place lien May not be placed on the secured or the unsecured current roll
Sewer & Water	WC §25806	Year preceding the date on which the 1st installment of real property taxes which evidence the charges appears on the roll[2]	Year preceding the date on which the 1st installment of real property taxes which evidence the charges appears on the roll[2]	District place lien May not be placed on the secured or the unsecured current roll
Water	WC §37212	Prior to Dec 10	Prior to Dec 10	May go unsecured
BAD Act of 1982	Gov §54718	Prior to Dec 10 *BUT, only for the 1st year of assessment*	Prior to Dec 10 *BUT, only for the 1st year of assessment*	May go unsecured
Others	Various	See respective Code	See respective Code	See respective Code

[1] Definition of "Sold" and "Encumbered" as noted in this chapter immediately above this table.
[2] Since the "year preceding" is not specifically defined in statute, then the definition of the "year preceding" defaults to the common usage which is the "calendar year".

Collections and Distribution

Direct charges are collected with the other items on the tax bill on the current roll, ***redemption roll***, and/or ***delinquent roll***. The tax collector will settle his/her accounts with the auditor by the tenth of each month (Gov Code §27061) or by a date set by the auditor (R&T Code §§ 2616 and 4108).

The auditor will distribute the collections to the various taxing jurisdictions based on R&T Code Part 8, commencing with §4651. Direct charges are eligible for distribution on the ***Teeter*** plan if authorized by the board of supervisors (R&T Code §4702.5).

Although the money for each direct charge is collected as a whole with the rest of the tax bill, the accounting process ensures that the accounts receivable (due from taxpayers) and accounts payable (due to taxing jurisdictions) are not commingled.

It should be noted that while 1915 Act Bond assessments and Mello-Roos District special taxes may be collected on the redemption roll, they are not eligible for inclusion in a ***Permanent Installment Plan*** if the local agency has a foreclosure covenant on behalf of the bondholder pursuant to S&H Code §8830 and Gov Code §53356.1(b), respectively. (R&T Code §4186).

Reimbursement

Counties may be reimbursed for the cost of billing and collecting direct charges by adding a per parcel charge to each parcel (Gov Code §29304) or by deducting reasonable costs incurred for the service before remittal of the balance to the taxing jurisdiction (e.g. Gov Code §50077(b), §53340(g), etc.).

ADDITIONAL CONSIDERATIONS

Assembly Bill X1-29, signed in July 2011, established a fire protection and prevention fee in state responsibility areas. These fees are assessed and collected by the ***State Board of Equalization (BOE)***. The county auditor has no authority to place this item on the current roll (Public Resources Code §4210 et seq.).

Gov Code §12463.2, added by Assembly Bill 2109, signed in September 2014, requires that information on locally assessed parcel taxes be included in the annual financial transaction reports published pursuant to Gov Code §12463(b). Gov Code §12463.2(c) defines a parcel tax as being locally assessed and collected via the annual property tax bill. Since the fire protection and prevention fees are assessed and collected by the BOE, they would not be included in these reports.

Gov Code §50078 permits a local agency that provides fire suppression services directly or by contract with the state to levy an assessment for those services. Assessments under this section were initially subject to Gov Code §12463.2 reporting due to the Concerned Citizens for Responsible Government v. West Point Fire District 196 Cal. App. 4th 1427 (2011) case which concluded that these assessments were parcel taxes. This case has since been de-published and cannot be cited, thus assessments under this section would also not be reported under Gov Code §12463.2.

RELATED TOPICS

Tax Levy
Roll Changes (Segregations)
Bond Administration (also need to change related topics in Chapters B1 and C7 and Table of Contents)

EXHIBIT D

Sonoma County Auditor-Controller-Treasurer-Tax Collector
APPROVAL OF DIRECT CHARGE LIST INFORMATION

Due Date: August 11, 2008

DISTRICT Code Enforcement TAX CODE/S 84100

Auditor's Office Contact**	Susana Medina
Phone #	1-800-676-7516
** Person for Auditor's Office to Contact	

Taxpayer Contact Person	NBS
Phone #	1-800-676-7516
This phone # will appear on the tax bill	

I, the undersigned authorized individual, have reviewed the Direct Charge List provided me by the Auditor's Office and certify that all charges on this list are lawful and correct and are to be enrolled on the 2008-09 Secured Property Tax Roll. I also understand that the Total Charge my City/District is adding to the 2008-09 Secured Property Tax Roll is: $116,036.60

I am also aware that after November 1, 2008, I am responsible for any refunds resulting from Direct Charge corrections.

Authorized Signature

8-4-08
Date

City of Santa Rosa

Code Enforecement

Final Detail Report for the 8/1/2008 Billing

Account ID	Property ID	DB	Levy	Total
009-316-035-000	009-316-035-000		$2,622.94	$2,622.94
010-123-005-000	010-123-005-000		2,888.34	2,888.34
010-151-022-000	010-151-022-000		2,050.66	2,050.66
012-440-032-000	012-440-032-000		926.58	926.58
012-490-032-000	012-490-032-000		4,954.48	4,954.48
014-101-004-000	014-101-004-000		3,634.30	3,634.30
014-212-014-000	014-212-014-000		14,654.72	14,654.72
015-544-021-000	015-544-021-000		6,491.38	6,491.38
035-091-022-000	035-091-022-000		3,925.32	3,925.32
035-091-025-000	035-091-025-000		4,766.46	4,766.46
035-094-002-000	035-094-002-000		17,479.24	17,479.24
035-103-007-000	035-103-007-000		16,600.48	16,600.48
035-430-050-000	035-430-050-000		2,628.76	2,628.76
035-490-021-000	035-490-021-000		7,578.78	7,578.78
035-690-038-000	035-690-038-000		687.22	687.22
038-122-008-000	038-122-008-000		7,407.36	7,407.36
038-185-005-000	038-185-005-000		6,324.18	6,324.18
146-140-024-000	146-140-024-000		3,852.60	3,852.60
180-290-037-000	180-290-037-000		3,782.46	3,782.46
180-720-050-000	180-720-050-000		2,780.34	2,780.34
20 Accounts			**$116,036.60**	**$116,036.60**

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EXHIBIT E

Sonoma County Auditor-Controller-Treasurer-Tax Collector
APPROVAL OF DIRECT CHARGE LIST INFORMATION

Due Date: August 10, 2009

DISTRICT Code Enforcement TAX CODE/S 84160

Auditor's Office Contact ** Susana Medina	Taxpayer Contact Person [illegible]
Phone # 1-800-676-7516	Phone # 1-800-676-7516
** Person for Auditor's Office to Contact	This phone # will appear on the tax bill

I, the undersigned authorized individual, have reviewed the Direct Charge List provided me by the Auditor's Office and certify that all charges on this list are lawful and correct and are to be enrolled on the 2009-10 Secured Property Tax Roll. I also understand that the Total Charge my City/District is adding to the 2009-10 Secured Property Tax Roll is: $209,763.36

I am also aware that after November 1, 2009, I am responsible for any refunds resulting from Direct Charge corrections.

Authorized Signature

8/4/09
Date

84100DCL Tax Code - 84100 - Santa Rosa Code Enforcement 8/12/2009
Direct Charge List - 2009-10
1st Run

Assmt #	Name	Charge	Tax Code	Status
009062010000	NOBLES RUSSELL L & LYNDA M	5,238.44	84100	Active
009316035000	GMAC MORTGAGE LLC	2,622.94	84100	Active
010252037000	SWIG-ADDIS NATASHA K TR	2,341.48	84100	Active
010272013000	NERI JESUS & MARIA C	1,247.30	84100	Active
012490032000	LOS ROBLES SHOPPING CENTER LLC	5,283.96	84100	Active
015065015000	SMITH DANI JO ET AL	2,459.02	84100	Active
015544021000	HOAGLAND SHARON H ET AL	6,491.38	84100	Active
015563042000	LEDESMA ANGEL ARTURO ET AL	13,076.32	84100	Active
035091009000	MALDANADO HEIDI	7,600.92	84100	Active
035091022000	ELDER-EVINS ANNETTE SHARLENE TR	3,925.32	84100	Active
035091025000	ELDER-EVINS ANNETTE SHARLENE TR	4,766.46	84100	Active
035094002000	BANK OF NEW YORK TR	17,479.24	84100	Active
035103007000	BEAS MARIA LUISA	16,600.48	84100	Active
035430050000	FONSECA EDUARDO HUERTA	2,628.76	84100	Active
035490021000	CITIFINANCIAL MORTGAGE CO INC	7,578.78	84100	Active
035690038000	ANGULO MAGDALENO	687.22	84100	Active
038153009000	LUNA VIOLA V	7,498.38	84100	Active
038201017000	ROMAN MARIA ALEJANDRA & ARTURO	2,232.56	84100	Active
043330008000	HOME SAVINGS OF AMERICA	3,509.88	84100	Active
044260023000	VEGA MARCOS	6,017.62	84100	Active
146140023000	PETERS JEFFREY J & GILDA PUENTE	7,188.16	84100	Active
146140024000	PETERS JEFFREY J & GILDA PUENTE	7,596.38	84100	Active
153012009000	GOLDEN LOTUS INVESTMENTS LLC	45,688.08	84100	Active
173430023000	HOWSHAR LISA M & RICHARD N	5,379.26	84100	Active
180290037000	VINCENT JOHN	3,782.46	84100	Active
180720050000	WATKINS BARRY F	2,780.34	84100	Active
181120034000	TAMALPAIS BANK	12,096.80	84100	Active
183310003000	FHLMC	5,965.42	84100	Active
TOTALS	**28 Parcels - No Rejects**	**209,763.36**		

EXHIBIT F

Sonoma County Auditor-Controller-Treasurer-Tax Collector
APPROVAL OF DIRECT CHARGE LIST INFORMATION

Due Date: August 10, 2010

DISTRICT Code Enforcement TAX CODE/S 84100

Auditor's Office Contact **	Nick Dayhoff
Phone #	(800)767-7516
** Person for Auditor's Office to Contact	

Taxpayer Contact Person	NBS
Phone #	(800)676-7516
This phone # will appear on the tax bill	

I, the undersigned authorized individual, have reviewed the Direct Charge List provided me by the Auditor's Office and certify that all charges on this list are awful and correct and are to be enrolled on the 2010-11 Secured Property Tax Roll. I also understand that the Total Charge my City/District is adding to the 2010-11 Secured Property Tax Roll is: $228,015.90

I am also aware that after November 1, 2010, I am responsible for any refunds resulting from Direct Charge corrections.

Authorized Signature

8/5/2010
Date

84100DCL | Tax Code-84100-Code Enforce SR | 8/2/2010

Direct Charge List - 2010-2011

1st Run

ASSMT #	Name	Charge	Tax Code	Status
009062010000	NOBLES RUSSELL L & LYNDA M	5,238.44	84100	Active
009316035000	PAGANI GEORGE A TR	2,622.94	84100	Active
009325005000	JPMORGAN CHASE BANK NA	3,141.26	84100	Active
010212008000	DUNSDON RALPH E	998.34	84100	Active
010252037000	SWIG-ADDIS NATASHA K TR	2,341.48	84100	Active
010268001000	ALONSO OLGA BERMUDEZ	4,021.00	84100	Active
010272013000	NERI JESUS & MARIA C	1,247.30	84100	Active
012490032000	LOS ROBLES SHOPPING CENTER LLC	5,283.96	84100	Active
015065015000	US BANK NA TR	2,459.02	84100	Active
015544021000	HOAGLAND SHARON H ET AL	6,491.38	84100	Active
015563042000	LEDESMA ANGEL ARTURO ET AL	13,076.32	84100	Active
035091009000	MALDANADO HEIDI	7,600.92	84100	Active
035091022000	ELDER-EVINS ANNETTE SHARLENE TR	3,925.32	84100	Active
035091025000	ELDER-EVINS ANNETTE SHARLENE TR	4,766.46	84100	Active
035094002000	BANK OF NEW YORK TR	17,479.24	84100	Active
035103007000	BEAS MARIA LUISA	16,600.48	84100	Active
035181032000	CUEVAS JOSE R & CUEVAS THAMAR	2,570.04	84100	Active
035490021000	COOPER RICHARD	7,578.78	84100	Active
037123004000	CHAMBERLAIN CANDICE D	4,707.58	84100	Active
043330008000	MCKEANY TERESE & MCKEANY LYLE	3,509.88	84100	Active
049370059000	BROWN BRUCE KENNYON	4,710.74	84100	Active
146140023000	PETERS JEFFREY J & GILDA PUENTE	7,188.16	84100	Active
146140024000	PETERS JEFFREY J & GILDA PUENTE	7,596.38	84100	Active
153012009000	GOLDEN LOTUS INVESTMENTS LLC	45,688.08	84100	Active
173430023000	HOWSHAR LISA M & RICHARD N	15,355.18	84100	Active
180290037000	VINCENT JOHN	3,782.46	84100	Active
180720050000	WATKINS BARRY F	2,780.34	84100	Active
180750031000	DISPENSA MICHAEL F & CAROL A ET AL	2,429.66	84100	Active
180810032000	KAY MURRAY A & KAY ANN E	10,727.96	84100	Active
181120034000	TAMALPAIS BANK	12,096.80	84100	Active
Totals	30	228,015.90		

EXHIBIT G

Sonoma County Auditor-Controller-Treasurer-Tax Collector
APPROVAL OF DIRECT CHARGE LIST INFORMATION

Due Date: August 10, 2011

DISTRICT Code Enforcement

TAX CODE/S 84100

Auditor's Office Contact**	Nick Dayhoff
Phone #	800-676-7516
** Person for Auditor's Office to Contact	

Taxpayer Contact Person	NBS
Phone #	800-676-7516
This phone # will appear on the tax bill	

I, the undersigned authorized individual, have reviewed the Direct Charge List provided me by the Auditor's Office and certify that all charges on this list are lawful and correct and are to be enrolled on the 2011-12 Secured Property Tax Roll. I also understand that the Total Charge my City/District is adding to the 2011-12 Secured Property Tax Roll is: $246,800.74

I am also aware that after November 1, 2011, I am responsible for any refunds resulting from Direct Charge corrections.

Authorized Signature

8/12/2011
Date

Tax Code - 84100 Santa Rosa Code Enforcement
Direct Charge List 2011-12

Assessment	Name	Charge	Tax Code	Status
009062010000	NOBLES RUSSELL L & LYNDA M	5,238.44	84100	Active
009316035000	PAGANI GEORGE A TR	2,622.94	84100	Active
010196005000	DERHAM RICHARD P TR	6,540.40	84100	Active
010221017000	QUALITY PROPERTIES ASSET MANAGEMENT CO	5,307.94	84100	Active
010252037000	SWIG-ADDIS NATASHA K TR	2,341.48	84100	Active
010268001000	ALONSO OLGA BERMUDEZ	4,021.00	84100	Active
010272013000	NERI JESUS & MARIA C	1,247.30	84100	Active
010489013000	KIBWAA ALICE M TR	8,551.68	84100	Active
010700010000	DALLEY MARY LOUISE	5,903.22	84100	Active
012490032000	CODDING ENTERPRISES LP	5,283.96	84100	Active
014023012000	CASTRO JOSEPH	2,610.50	84100	Active
015065015000	GARSON CATHERINE	2,459.02	84100	Active
015544021000	HOAGLAND SHARON H ET AL	6,491.38	84100	Active
015563042000	JPMORGAN CHASE BANK NATIONAL ASSOCIATION	13,076.32	84100	Active
035091009000	MALDANADO HEIDI	7,600.92	84100	Active
035091022000	ELDER-EVINS ANNETTE SHARLENE TR	3,925.32	84100	Active
035091025000	ELDER-EVINS ANNETTE SHARLENE TR	4,766.46	84100	Active
035103007000	BEAS MARIA LUISA	16,600.48	84100	Active
035181032000	CUEVAS JOSE R & CUEVAS THAMAR	7,052.44	84100	Active
035490021000	COOPER RICHARD	7,578.78	84100	Active
037123004000	CHAMBERLAIN CANDICE D	4,707.58	84100	Active
037215025000	CONTRERAS ALVARO VIDRIO	5,418.94	84100	Active
049370059000	SONOMA REO INC	4,710.74	84100	Active
146140023000	PETERS JEFFREY J & GILDA PUENTE	7,188.16	84100	Active
146140024000	PETERS JEFFREY J & GILDA PUENTE	7,596.38	84100	Active
148100010000	RENZ DANIEL J	2,072.76	84100	Active
153012009000	AURORA LOAN SERVICES LLC	45,688.08	84100	Active
173430023000	HOWSHAR LISA M & RICHARD N	15,355.18	84100	Active
180290037000	VINCENT JOHN	3,782.46	84100	Active
180720050000	WATKINS BARRY F	2,780.34	84100	Active
180750031000	DISPENSA MICHAEL F & CAROL A ET AL	2,429.66	84100	Active
180810032000	US BANK NATIONAL ASSN TR	10,727.96	84100	Active
181120034000	TAMALPAIS BANK	12,096.80	84100	Active
183290012000	HO MATT & HO FRANCES	3,025.72	84100	Active
		246,800.74	34.00	

EXHIBIT H

Sonoma County Auditor-Controller-Treasurer-Tax Collector
APPROVAL OF DIRECT CHARGE LIST INFORMATION

Due Date: August 10, 2012

DISTRICT Code Enforcement TAX CODE/S 84100

Auditor's Office Contact **	Nick Dayhoff
Phone #	(800) 676-7516
** Person for Auditor's Office to Contact	

Taxpayer Contact Person	NBS
Phone #	(800) 676-7516
This phone # will appear on the tax bill	

I, the undersigned authorized individual, have reviewed the Direct Charge List provided me by the Auditor's Office and certify that all charges on this list are lawful and correct and are to be enrolled on the 2012-13 Secured Property Tax Roll. I also understand that the Total Charge my City/District is adding to the 2012-13 Secured Property Tax Roll is: $234,939.70

I am also aware that after November 1, 2012, I am responsible for any refunds resulting from Direct Charge corrections.

Authorized Signature

8/10/12
Date

Tax Code - 84100 - SR Code Enforcement
Direct Charges 2012-13

Assessment	Name	Amount	Tax Code	Status
009062010000	NOBLES RUSSELL L & LYNDA M	5,238.44	84100	Active
009121026000	BUXTON GLENN W	4,647.14	84100	Active
010196005000	DERHAM RICHARD P TR	6,540.40	84100	Active
010212008000	DUNSDON RALPH E	2,725.04	84100	Active
010252016000	SUAREZ JUAN MARTIN & SUAREZ JOSEFINA OROZCO ET AL	12,532.90	84100	Active
010252037000	SWIG-ADDIS NATASHA K TR	2,341.48	84100	Active
010268001000	ALONSO OLGA BERMUDEZ	4,021.00	84100	Active
010272013000	NERI JESUS & MARIA C	1,247.30	84100	Active
010700010000	DALLEY MARY LOUISE	5,903.22	84100	Active
012490032000	CODDING ENTERPRISES LP	5,283.96	84100	Active
013164015000	COLE ROBERT & COLE MARIE	8,584.42	84100	Active
014023012000	CASTRO JOSEPH	2,610.50	84100	Active
035091009000	MALDANADO HEIDI	7,600.92	84100	Active
035091022000	ELDER-EVINS ANNETTE SHARLENE TR	3,925.32	84100	Active
035091025000	ELDER-EVINS ANNETTE SHARLENE TR	4,766.46	84100	Active
035092017000	GONZALEZ GENARO E TR	4,700.94	84100	Active
035094001000	FEDERAL HOME LOAN MORTGAGAE CORPORATION	3,619.60	84100	Active
035094016000	ROBISON ELDRICK E TR	9,528.34	84100	Active
035103007000	BEAS MARIA LUISA	16,600.48	84100	Active
035141014000	BI LINGUAL BROADCASTING FNDN INC	13,127.46	84100	Active
035181032000	CUEVAS JOSE R & CUEVAS THAMAR	7,052.44	84100	Active
037113002000	ESTRADA JUANA HERNANDEZ	4,517.70	84100	Active
037123004000	CHAMBERLAIN CANDICE D	4,707.58	84100	Active
037125007000	MORRISON STEVEN W & GRACIELA	2,633.74	84100	Active
037151007000	WAGNER JOSEPH PETER LIFE EST	9,911.62	84100	Active
037151008000	ZABALA CONSUELO	4,663.78	84100	Active
037215025000	CONTRERAS ALVARO VIDRIO	5,418.94	84100	Active
049370059000	BARANAUSKAS LINAS	4,710.74	84100	Active
125221076000	TORRES MARIA M & TORRES JOSE J ET AL	399.12	84100	Active
146140023000	PETERS JEFFREY J & GILDA PUENTE	14,716.48	84100	Active
146140024000	PETERS JEFFREY J & GILDA PUENTE	7,596.38	84100	Active
148100010000	TUNZI SUSAN TR	2,072.76	84100	Active
173060005000	TREEWELL INVESTMENTS LP	1,701.26	84100	Active
173430023000	HOWSHAR LISA M & RICHARD N	15,355.18	84100	Active
173550038000	REINKING RONALD ERIC	2,602.02	84100	Active
180290037000	VINCENT JOHN	3,782.46	84100	Active
180750031000	SANDPIPER INVESTMENTS LLC	2,429.66	84100	Active
181120034000	TAMALPAIS BANK	12,096.80	84100	Active
183290012000	OLSON MICHELLE R	3,025.72	84100	Active
		234,939.70	39	

EXHIBIT I

2016099403

Official Records Of Sonoma County
William F. Rousseau

10/27/2016 11:14 AM
Fee: $ 27.00 2 Pages

CONFORMED COPY

RECORDING REQUESTED BY:

Jonathan Kadlec
Sonoma County Asst. Auditor-Controller/Treasurer-Tax Collector

WHEN RECORDED MAIL THIS DEED AND TAX STATEMENTS TO:

Phan, Tuan Q
53 Payran St
Petaluma Ca 94952

Doc. Trans. Tax - computed on full value of property conveyed: $ 406.00 City
City of Santa Rosa $ 222.75 County
Assessor Parcel Number: 035-091-022-000 & 035-091-025-000

Tracy Dallenbach
Signature of Declarant

TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY

This deed, between the Tax Collector of Sonoma County ("SELLER") and **Phan, Tuan Q**, ("PURCHASER"), conveys to the PURCHASER, free of all encumbrances of any kind existing before the sale, except those referred to in Revenue and Taxation Code §3712, the real property described herein, which the SELLER sold to the PURCHASER for nonpayment of legally levied taxes that were duly declared to be in default and were a lien on the property for the fiscal year 2009-2010 as default no.1621 and default no. 1622. On October 24, 2016, SELLER, pursuant to a statutory power of sale in accordance with the provisions of Division 1, Part 6, Chapter 7, Revenue and Taxation Code, sold the real property described herein for the sum of **$202,200.00**. No taxing agency objected to the sale.

In accordance with law, the SELLER hereby grants to the PURCHASER that real property situated in said county, State of California, last assessed to: **Elder-Evins Annette Sharlene Tr**, and described as follows:

See Exhibit A Attached

State of California, County of Sonoma

By: _____
Asst. Auditor-Controller/Treasurer-Tax Collector

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On October 27, 2016, before me, **T. Tracy**, Notary Public personally appeared Jonathan Kadlec, Sonoma County Asst. Auditor-Controller/Treasurer-Tax Collector who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on whose behalf the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

T. TRACY
Commission # 2114790
Notary Public - California
Sonoma County
My Comm. Expires Jun 9, 2019

EXHIBIT A

APN; 035-091-022-000 & 035-091-025-000

Real property situated in the City of Santa Rosa, County of Sonoma, State of California, described as follows;

PARCEL ONE:

Commencing at the Southwest corner of Lot 14, as shown upon that certain map designated as "Plat of Leddy Park", filed December 22, 1921 in Book 40 of Maps, page 14, Sonoma County Records; thence Northerly and along the West line of said Lot 14, 229.24 feet to the true point of beginning of the parcel of land to be herein described; said point is also the Northwest corner of the land deeded to E. C. Phillips, et ux, by deed dated May 3, 1960 and recorded May 17, 1960 under Recorder's Serial No. G-11696, Sonoma County Records; thence continuing along the West line of said Lot 14, North 239.47 feet; thence Easterly parallel with the South line of said Lot 14, 250 feet to the East line of said Lot 14; thence Southerly along the East line of said Lot 14, South 239.47 feet to the Northeast corner of the said E. C. Phillips parcel; thence Westerly and along the North line of E. C. Phillips parcel, 250 feet to the point of beginning.

Excepting therefrom the above described parcel the Westerly 20 feet, deeded to the County of Sonoma, for public road purposes by Deed recorded February 11, 1948 under Recorder's Serial No. C-61096, Sonoma County Records.

PARCEL TWO:

Being the Southerly one-half of Lot 15, as shown on the map entitled "Leddy Park", etc., filed December 22, 1921 in the Office of the County Recorder, County of Sonoma, State of California.

Excepting therefrom that portion conveyed to W. A. Johnston, et ux, by Deed recorded February 3, 1948 in Book 771 of Official Records, page 251, further described as follows:

Beginning at the Southwesterly corner of said Lot 15; thence North 5° 25' West, along the West line 170 feet; thence North 84° 11' East, 250 feet to the Easterly line of said lot; thence along the Easterly line South 5° 25' East, 170 feet to the Southeasterly corner of said lot; thence along the Southerly line South 84° 11' West, 250 feet to the point of beginning.

BRUCE D. GOLDSTEIN, #135970
County Counsel
LAUREN BORELLA WALKER, #274011
Deputy County Counsel
575 Administration Drive, Room 105-A
Santa Rosa, California 95403
Telephone: (707) 565-2421
Fax: (707) 565-2624

Attorneys for Respondent
Sonoma County Auditor-Controller Treasurer-Tax Collector

BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA

Annette S. Elder-Evins,

Petitioner,

vs.

Sonoma County Auditor-Controller Treasurer-Tax Collector

Respondent

_____/

DECLARATION OF JONATHAN KADLEC, ASSISTANT AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR, COUNTY OF SONOMA AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR OFFICE

Date: August 14, 2018
Time: 3:45 p.m.
Room: Board of Supervisors Chambers
575 Administration Drive, Room 100A
Santa Rosa, CA 95403

I, Jonathan Kadlec, hereby declare:

1. I am the Assistant Auditor-Controller Treasurer-Tax Collector for the County of Sonoma's Auditor-Controller Treasurer-Tax Collector ("Tax Collector"). I have been employed by the County of Sonoma for 19 years and have been discharging the duties of the Assistant Tax Collector since 2012. I have firsthand knowledge of the facts contained herein and if called as a witness could competently testify hereto.

2. As Assistant Tax Collector, one of my responsibilities is supervision of the sale of tax-defaulted properties.

3. During the period of July 1, 2010 through June 30, 2015, the 5-year period for Petitioner to redeem the property identified as APN 035-091-022-000 and 035-091-025-000 (the "Property"), the Petitioner repeatedly contacted the Tax Collector through phone calls, lengthy voice messages, personal visits, and voluminous documents. In all or nearly all of these communications,

the Petitioner raised the issue of the City of Santa Rosa's ("City") charges on the Property's tax bills ("City Charge"), and the Tax Collector explained to Petitioner that she must address the City Charge with the City, and that the Property would be sold absent payment of the redemption amount required under the R&TC.

4. During the period of July 1, 2015 through October 21, 2016, the period between the Property becoming subject to the Power to Sell and the sale of the Property, Petitioner continued to repeatedly contact the Tax Collector with phone calls, lengthy voice messages, personal visits, and voluminous documents, again raising her opposition to the City Charge.

5. Approximately one month prior to the scheduled tax sale, the Tax Collector's staff discussed the Petitioner's eligibility for the State of California's Property Tax Postponement Program with the State Controller's Office.

6. In the days leading up to the scheduled tax sale, the Tax Collector contacted the City to determine whether the City was able to remove the City Charge so that the Petitioner could redeem the Property. The City was unwilling to remove the City Charge.

7. In the days leading up to the scheduled tax sale, the Tax Collector discussed with County Counsel the possibility of removing the Property from sale under R&TC §3698.8, but, based on the available information, Counsel advised that the Property was not eligible for such removal.

8. Following the October 21, 2016 tax sale of the Property, the Petitioner continued to contact the Tax Collector regarding the sale with phone calls, lengthy voice messages, personal visits, and voluminous documents. The Tax Collector provided Petitioner with personal instructions regarding her right to claim excess proceeds from the sale, and sent numerous follow-up correspondence to ensure Petitioner did not miss the deadline to file the claim. The Tax Collector also responded to the Petition, filed February 6, 2017, informing her that a hearing date would be set shortly.

////

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 27, 2018, at Santa Rosa, California.

Jonathan Kadlec
Assistant Auditor-Controller Treasurer-Tax Collector

City of
Santa Rosa
City Attorney's Office

FAX TRANSMISSION

100 Santa Rosa Avenue, Room 8
Santa Rosa, California 95404
Telephone: (707) 543-3040
Facsimile: (707) 543-3055

DATE: August 3, 2018

TO: Board of Supervisors **FAX NO.:** (707) 565-3778

FROM: Sue Gallagher, City Attorney of City of Santa Rosa

SUBJECT: City of Santa Rosa's Opposition to Petitioner's Petition to Rescind Tax Sale

PAGES: 60, including this cover sheet.

COMMENTS:

PRIVACY NOTICE

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SUE A. GALLAGHER
City Attorney

MOLLY L. MacLEAN
JOHN J. FRITSCH
ANGELA M. CASAGRANDA
ROBERT L. JACKSON
ADAM S. ABEL
ASHLE T. CROCKER
JENICA L. HEPLER

City of Santa Rosa
CITY ATTORNEY

VIA FACSIMILE
707-565-3778

August 3, 2018

Members of the Board of Supervisors
Clerk of the Board
County of Sonoma, Board of Supervisors
575 Administration Drive, Room 100A
Santa Rosa, California 95403

Re: Hearing to Consider the Rescission of the Tax Sale of A.P.N. 035-091-022 and 035-091-025 (Revenue & Tax Section 3731)
Date: August 14, 2018
Time: 3:45 p.m.
Location: Board of Supervisors Chamber
575 Administration Drive, Room 102A
Santa Rosa, CA 95403

Dear Members of the Board:

On behalf of the City of Santa Rosa, the Office of the City Attorney hereby submits the following letter brief to correct errors in the record presented to you by the Tax Collector. As will be demonstrated below, the challenged assessment is lawful and properly enforced. The rescission now proposed by the Sonoma County Auditor-Controller Treasurer-Tax Collector ("Tax Collector") is contrary to governing statutes and a breach of the County's own contractual obligations. The Tax Collector's proposal places uncertainty into the tax collection system – a system that, by its very nature, depends upon consistency in treatment and reliability in enforcement.

City respectfully opposes the Petition to Rescind the Tax Sale of A.P.N. 035-091-022 and 035-091-025 (Revenue & Tax Section 3731) filed by Annette Elder-Evans, as well as the Tax Collector's new recommendation to undo the sale on alternative grounds. The City requests that the Board deny the Petition and allow the sale to remain as made.

FACTUAL BACKGROUND

A. Code Enforcement Proceedings

The City's assessment lien stems from a long history of City Code violations on the subject property, 948 Leddy Avenue, Santa Rosa. Code violations, including an illegal salvage yard and recycling business, date back long before the 1995 annexation of the property. Violations have continued, with only occasional brief respites, through today.

i. 2001 Code Enforcement

The City's involvement with the property first began just a few years after annexation. Under the City Code, the property was zoned R-1-2/6 (Small lot, single family residential). The salvage yard, with its noise, dust and heavy industrial operations, was unpermitted and incompatible with the quiet residential neighborhood. The nearby neighborhood school suffered. The accompanying accumulation of rubbish, inoperable vehicles, and weeds, exacerbated the public nuisance.

The City initiated formal code enforcement proceedings in December 2001. The property owner refused compliance, alleging that the property was a legal non-conforming salvage yard, entitled to grandfather status. The City's Planning Commission, after full and open public hearing, determined that any prior legal non-conforming use had terminated by 1996 and that the conditions on the property constituted a violation of the City Code and a public nuisance. On appeal, the City Council unanimously confirmed the Planning Commissions' determination. (Attachment 1.)

The property owner, Annette Elder-Evins, challenged the Council's decision by lawsuit filed in the Superior Court. The City cross-complained for declaration of public nuisance and violation of state and local laws. In March, 2005, after full briefing and hearing, the Superior Court (a) found no basis to Ms. Elder-Evins' claims and dismissed her lawsuit in its entirety, and (b) declared the property a continuing public nuisance and found that conditions on the property violated multiple provisions of the City Code and the California Health and Safety Code. (Attachment 2.) The Superior Court awarded the City attorneys' fees and costs. Ms. Elder-Evins did not appeal, and all appeal periods have run. The Superior Court's decision is final and not subject to attack. All statutes of limitations have expired.

Unfortunately, the violations on the property were never cured.

ii. 2007 Code Enforcement

In or about August 2007, the City initiated renewed code enforcement proceedings. Staff issued an Administrative Notice and Order identifying numerous continuing violations of the City Code, including accumulation of weeds, rubbish and inoperable vehicles. In November 2007, after full notice and hearing, an Administrative Hearing Officer confirmed the violations, ordered that the violations be abated, and assessed a penalty of $36,000, plus the City administrative costs of $1,365. (Attachment 3.) Ms. Elder-Evins did not appeal. The Hearing Officer's decision is final and not subject to attack. All statutes of limitations have expired. Still, the property remains a public nuisance.

B. Recordation of Special Assessments

i. Code Enforcement Lien

In March 2008, in accordance with the Santa Rosa City Code and State law at the time, the City Council confirmed the amount of the 2007 assessment and ordered that the assessment be placed on the tax roll as a special assessment and lien, to be collected by the Sonoma County Tax Collector in the same manner and the same time as general taxes. (Attachment 4.) The special assessment was subject to interest at the rate of 7 percent per year until paid. The assessment was processed in accordance with all parties' understanding of the law at the time. The Special Assessment Lien was recorded in the Sonoma County Records on May 5, 2008 as Document No. 2008043523. (Attachment 5.)

Ms. Elder-Evins received notice of the assessment and did not file an appeal. All appeal periods have expired. The assessment is final and entitled to enforcement.

ii. Weed Abatement Lien

In the next four years – 2009, 2010, 2011 and 2012, the Santa Rosa Fire Department performed weed abatement on the property. In accordance with the City Code and State law, the costs of those abatements were added to the tax roll as additional special assessments. (Attachment 6.) Ms. Elder-Evins received notice of

these additional assessments and did not file an appeal. All appeal periods have expired. These assessments, too, are final and entitled to enforcement.

C. Failure to Pay / Tax Sale / Hold-Over

Ms. Elder-Evins refused to pay the assessment, once again asserting that her use of the property as a salvage yard and for the accumulation of rubbish, inoperable vehicles, and weeds, was a legal non-conforming use. That assertion, of course, had been dismissed by order of the Superior Court in 2004, and that order had long been final.

As a result of the property owner's default in payment of property taxes, and after requisite notice, the Sonoma County Tax Collector conducted a tax sale in October 2016, selling the property at a public auction. Ms. Elder-Evins has refused to leave the property.

D. Elder-Evins' Petition to Rescind Tax Sale

Ms. Elder-Evins filed the instant Petition to Rescind the Tax Sale of APN 035-091-022 and 035-091-025, asserting, once again, that she has a right to continue the unlawful use of the property as a salvage yard as legal non-conforming use. That assertion is without merit. As noted above, in 2005, the Superior Court confirmed that there is no legal non-conforming or vested right to use the property for an industrial salvage yard and affirmed the propriety of the City's code enforcement proceedings. That decision was final more than a decade ago.

It is important to note that the County Tax Collector concedes that Ms. Elder-Evins' Petition to Rescind is without merit. (See Tax Collector Brief at page 4 (unnumbered), lines 17-18 ("The Tax Collector also determined that the Petition cites numerous irrelevant facts and statutes, and provides no basis for rescission.")

E. Tax Collector's Sua Sponte Decision to Recommend Rescission

Although the Tax Collector concedes that the Petition before this Board has no merit, he nevertheless, on his own initiative, recommends that this Board unwind the completed sale. In doing so, the Tax Collector steps outside of his collection role and delves into the territory of "equities" in tax collection. To justify the proposal, the Tax Collector cites to unsuccessful legislation and an unpublished, non-binding federal court case issued eight years after the assessment was final and recorded. If accepted,

the Tax Collector's recommendation has the potential to up-end not only the decade of code enforcement efforts by the City of Santa Rosa on this property, but code enforcement efforts by cities across Sonoma County.[1]

Oddly, in making the recommendation that the County take voluntary, unilateral action to unwind the tax sale, the Tax Collector insinuates that the City somehow misled the County in the course of this matter. To the contrary, throughout this matter – from the earliest days of the code enforcement to today -- the City has followed faithfully its own City Code and its best understanding of state law, an understanding shared by city attorneys, tax collectors and one of the two federal courts that considered the issue. Nothing was hidden from the County or from the property owner at any stage. When, in the course of preparing a response to the Petition filed by the property owner, the City Attorney's Office discovered the 2016 unpublished Ninth Circuit decision in *Mechammil v. City of San Jacinto* (a decision apparently previously unknown to *any* of the parties in this proceeding), the City promptly alerted County Counsel to the case, in full accordance with the City's commitment to transparency and professional courtesy. The City Attorney's Office explained the reasons the City found the case inapplicable. County Counsel disagreed and saw the case as an opportunity to erase the assessment lien. While the attorneys may disagree on the application of *Mechammil* and the legislative history it cites, the Tax Collector's decision to use its brief as an opportunity to misrepresent the City's course of conduct in this matter is inexplicable.

ANALYSIS

A. The City's Assessment Lien Was Recorded in Full Accordance with the Law of the Time.

Government Code section 53069.4(a)(1) states, in relevant part:

> The legislative body of a local agency . . . may by ordinance make any violation of any ordinance enacted by the local agency subject to an administrative fine or penalty. *The local agency shall set forth by ordinance the administrative procedures that shall govern the imposition enforcement, collection, and administrative review by the local agency of those administrative fines or penalties.* (Emphasis added)

[1] To avoid that specter, the Tax Collector offers just one solution. Based on timing alone, some assessments will be collected, and others erased entirely. (Tax Collector Brief at pages 11-12 (unnumbered).)

In March, 2008, at the time of the recordation of the Special Assessment Lien, cities across the state relied on Section 53069.4 to establish procedures for the recordation of code enforcement assessment liens, *including the assessment of fines and penalties*. Indeed, in 2014, the practice was affirmed by the lower court in *Mechammil v. City of San Jacinto*, when Federal Judge Jesus Bernal of the U.S. District Court of the Central District of California expressly considered and upheld enforcement of just such an ordinance. (See Attachment 7.) Although that U.S. District Court decision was subsequently reversed on appeal, such is the evolution of the law – a process with which this Board (and the Santa Rosa City Council) are well familiar. But a change in case law does not routinely trigger the re-opening of all prior transactions lawful when made. Indeed, to adopt such approach would be to place our economy, government and community into on-going uncertainty.

Consistent with the law in 2008, the Santa Rosa City Council cited to Government Code section 53069.4 in adopting Resolution No. 27053. (See Attachment 4.) That Resolution moved forward and the Tax Collector, consistent with his responsibilities, placed the Special Assessment Lien on the tax rolls. Far from being contrary to law, the City's -- and the County's -- actions were consistent with well settled practice across the state.[2]

B. Statutes of Limitations Bar Any Challenge to the City's Assessment Lien.

The Tax Collector now seeks to reach back in time to unravel the Special Assessment Lien recorded more than a decade ago. There is no basis upon which that might be done. The Special Assessment Lien was recorded after extensive notice and hearing, including:

- Administrative Notice and Order served on the property owner on January 25, 2001. (See Attachment 1, first paragraph.)

- Duly noticed Public Administrative Hearing held on October 17, 2007 before Administrative Hearing Officer Rachel Sater. Advanced written notice was provided to the property owner.

---

[2] The Tax Collector cites to *Isaac v. City of L.A.* (1998) 66 Cal.App.4th 586 for the mistaken proposition that "California law is well-settled that a city may not collect nuisance abatement penalties on the secured tax roll." (See Brief p. 6 (unnumbered).) *Isaac* did not address nuisance abatement penalties, but instead merely confirmed the unremarkable proposition that recordation of an assessment lien requires statutory authority. In 1998, *Isaac* did not address, much less answer, the allowable scope of assessments under Government Code section 53069.4. That question was not addressed by an appellate court until 2016, and then, only in an unpublished, non-binding decision.

- Administrative Enforcement Order was filed and served on November 3, 2007. (Attachment 3.) The Hearing Officer's Order found that violations existed on the property and imposed penalties in the amount of $36,000 and administrative costs in the amount of $1,365. The Order informed the property owner (and all interested parties) that "the penalties and administrative costs are a special assessment against the property where the violations occurred, and if payment is not received within thirty days . . . will be confirmed by the City Council."

- The Administrative Enforcement Order gave notice of appeal rights: "Pursuant to SRCC Section 1-30.210 (a copy of which was attached to the Administrative Notice and Order), any person contesting this Administrative Enforcement Order may seek review by filing an appeal with the Superior Court within 20 days after service of this Order." The Order was served on November 3, 2007. No appeal was filed.

- Notice was given to the property owner that the City Council would, on March 18, 2008, consider confirmation of a special assessment against the real property in the amount of $37,685.

- A public meeting was then, in fact, held on March 18, 2008, at which the City Council confirmed the amount of the penalties and administrative costs to be assessed against the real property and the conditions of collection by the Sonoma County Tax Collector. (Attachment 4.)

- The Special Assessment Lien was recorded on the property on May 12, 2008. (Attachment 5.)

The entire process was open and transparent. Nevertheless, the Tax Collector suggests that the County did not recognize the contents of the recordation, that the Tax Collector did not have "complete knowledge." (See, e.g., Tax Collector Brief at p. 11 (unnumbered).) Yet the Special Assessment Lien recorded on May 12, 2008 (like the Administrative Enforcement Order and the City Council Resolution before it) did not hide its scope or intent. The language of the Special Assessment Lien is clear and unambiguous – the Assessment *includes both "penalties and administrative costs"* and totals $37,685. (See Attachment 5, pages 1 and 2.) Even if the Tax Collector did not read the Special Assessment Lien, he is charged with knowledge of its terms under principles of real property recordation and constructive notice.

If the property owner or the Tax Collector had any concerns about the legitimacy of the recordation of the Special Assessment Lien, the time to challenge was then. See, e.g., Rev & Tax Code § 4808 (challenge to assessment must be brought within 30 days of the delinquency date of a property tax bill); § 4831 (corrections not involving assessor value judgment may be made within four years of assessment). See also Rev & Tax Code § 3725 (challenge based on alleged invalidity or irregularity must be initiated within one year). Even the longest limitations period under the Code passed years ago. No challenge was made and no appeal filed by any party. The Special Assessment Lien was recorded in accordance with the law and practice of the time and is entitled to finality.

Nonetheless, the Tax Collector suggests that the Special Assessment Lien should now be reopened, many years later, with an intervening tax sale already closed. The Tax Collector invites the Board to use its discretion, subject to no statute of limitation, no appeal period, and only a generalized "reasonableness" standard. The Tax Collector suggests, without authority, that Revenue and Tax Code Section 3731 is untethered from the remainder of the Revenue and Tax Code, giving the Board wide range to exercise its judgment to rescind property tax sales as it deems appropriate, at any time, under any circumstances. The potential for mischief is clear-- a favored property owner, a disfavored buyer, a desire for a different land development, a simple preference for a different outcome. To the contrary, by its very nature and placement in the statute, Section 3731 best seen as part and parcel of the statutory scheme for addressing errors in tax sales and subject to the time constraints of Section 3725. To hold otherwise is to remove certainty and finality from tax sales.

C. Neither Failed Legislation nor the Unpublished Decision in *Mechammil* Provide Grounds for Up-ending the Completed Tax Sale.

Although the time to challenge the Special Assessment Lien has passed, the Tax Collector suggests that the Lien might nevertheless be set aside based upon unsuccessful legislation or an unpublished decision of the Ninth Circuit Court of Appeal.

The Tax Collector cites first to proposed clarifying legislation that was never enacted into law. Every year, hundreds of legislative bills are defeated or vetoed – never make their way into chaptered statute, and for a whole host of reasons. Such unsuccessful or vetoed bills are generally of little value in statutory interpretation -- unreliable in meaning, intent and effect. See, e.g., *McFarland v. Guardsmark, LLC* (N.D.

Cal. 2008) 538 F. Supp. 2d 1209, 1217; *Kaufman & Broad Communities, Inc v. Performance Plastering* (2005) 133 Cal.App.4th 26, 38-39. Nor are statements of a vetoing governor probative of the intent of the Legislature. See *People v. Patterson* (1999) 72 Cal.App.4th 438, 443-44. Such inquiries become particularly risky when, as here, the unsuccessful legislation is proposed to allow us to reach back in time to reverse actions taken even *prior* to the proposed legislation itself.

The Tax Collector's reliance on the unpublished Ninth Circuit decision in *Mechammil v. City of San Jacinto*, 653 Fed.Appx. 562, is similarly misplaced. Unpublished dispositions and orders of the Ninth Circuit are not precedent except in certain situations not relevant here. (U.S.Ct. of App. 9th Cir. Rule 36-3) In the lower court in *Mechammil*, United States District Court Judge Bernal ruled in favor of the City, and found that, consistent with long-standing practices across the state, California state law permitted City of San Jacinto to record a special assessment on the tax roll for fines and penalties. On appeal, a three-judge panel of the Ninth Circuit disagreed and reversed the lower court decision. The panel, however, found the decision not to be worthy of publication. (653 Fed.Appx. at 563 ("This disposition is not appropriate for publication. . .") As unpublished federal cases, neither ruling – neither the District Court decision nor that of the Court of Appeal --is binding on federal or state courts or on this Board.

Nevertheless, the Tax Collector proposes to rely on that decision in support of rescission, and he steps further to suggest that it should be applied retroactively to actions that were final more than a decade ago. A failure to limit application of the *Mechammil* decision, at most, to present and prospective special assessments could potentially expose cities to wholesale rescissions of special assessments. The Tax Collector's suggestion that he might avoid that result by selecting which assessments are to be collected and which might be deemed "void by law," is a potential invitation to unequal treatment.

uditor Does Not Have Authority to Cancel the Special Assessment without ity Consent

Despite the Tax Collector's advocacy, the language of Revenue and Tax Code section 4986(b) could not be clearer:

> No cancellation . . . may be made in respect of all or any portion of any tax, or penalties or costs attached thereto, collectible by county officers on behalf of a city *without the written consent of the city attorney or other officer designated by the*

> *city council* unless the city council has authorized the cancellation by county officers. (Emphasis added.)

By express statute, the County Auditor does not have authority to act independently to cancel the Special Assessment Lien without City consent.

E. County's Enforcement Responsibility is Ministerial.

It is important to keep in mind that this transaction is not simply governed by the provisions of the Revenue and Tax Code, but also by contractual provisions. The Petition arises from County's collection of a City assessment placed on the tax roll and its subsequent tax sale. The County's collection of City assessments is performed ministerially under the Agreement for Collection of Special Taxes, Fees and Assessments executed by the County and theCity and dated August 26, 1997. (Attachment 8.) By that Agreement, the County collects, on the County tax rolls, the special taxes, fees and assessments of the City in exchange for the City's payment to the County of an amount equal to .0085% of the annual levy. Under the Agreement, the City is responsible for determining the property owner's liability for the City special tax, fee or assessment, and the County's responsibility is limited to collection. Under the terms of the Agreement, the County is obligated to defer to reasonable findings of the City.[3] The Tax Collector's *sua sponte* proposal for rescission of the tax sale would constitute a breach of that Agreement.

For all of the foregoing reasons, the City respectfully requests that the Board deny the Petition.

Respectfully submitted,

Sue Gallagher, City Attorney

SG:km
attachments

[3] Correspondingly, under the Agreement, City agrees to defend, indemnify and save harmless County and its agents from any and all claims "in any manner arising out of or resulting from implementation of the agreement..."

cc: Darin A. Barstow, Deputy Clerk of the Board (via email)
Bruce D. Goldstein, County Counsel (via email)
Lauren B. Walker, Deputy County Counsel (via email)

ATTACHMENT 1

11.4

RESOLUTION NO. 25056

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA UPHOLDING THE ACTION OF THE PLANNING COMMISSION REQUIRING THAT THE SALVAGE YARD BEING OPERATED AT 948 LEDDY AVENUE BE DISCONTINUED - FILE NO. CE00-0771

WHEREAS, on January 25, 2001, the Building and Code Compliance Division of the Department of Community Development notified Annette Elder-Evins, property owner of 948 Leddy Avenue, that the use of the subject property as a salvage yard was unlawful and must be discontinued, including the removal of all salvage materials and inoperative vehicles; and

WHEREAS, on February 7, 2001, Annette Elder-Evins filed an appeal with the Department of Community Development concerning the action by the Building and Code Compliance Division requiring the discontinuation of the salvage business being conducted on the property; and

WHEREAS, on September 27, 2001, the Planning Commission held a noticed public hearing to consider the appeal of the Building and Code Compliance action, at which time it received written and oral reports of staff, testimony, and other evidence presented by all those appearing and wishing to be heard on the matter and after due consideration of the evidence and reports offered, voted to deny the appeal; and

WHEREAS, on October 11, 2001, Annette Elder-Evins filed an appeal of the Planning Commission's action upholding the decision of the City's Building and Code Compliance Division and which required the discontinuation of the salvage yard operation; and

WHEREAS, on December 11, 2001, the Council held a noticed public hearing to consider the appeal of the Planning Commission's action, at which time it received written and oral reports of staff, testimony, and other evidence presented by all those appearing and wishing to be heard on the matter; and

WHEREAS, after consideration of all the testimony, reports and the record presented, the Council finds and determines as follows:

1. The use of the subject property as a salvage yard/recycling business is inconsistent with the City's General Plan which designates the site for Residential, Low Density uses.

2. The salvage yard/recycling use is not a permitted use under the City's R-1-2/6 (Small lot, single family residential) zoning of the subject property which took effect upon the property's annexation to the City in 1995.

3. Prior to annexation of subject property to the City, the salvage yard/recycling use was identified as being unlawful by the Sonoma County Code Enforcement Division, under the County's "RR" zoning of the subject property, and the property owner was directed by the County to clean up the subject property and did so.

4. Upon the subject property's annexation to the City, the salvage yard/recycling use was not a lawful, nonconforming use of the property.

5. Had the salvage yard/recycling use been a lawful, nonconforming use of land upon the property's annexation to the City, that use was terminated and ceased in 1996, and, under City

Zoning Code section 20-05.708(B), was not permitted to be resumed after such a discontinuance.

6. The City's Zoning Code regulations which permit the contin nonconforming (lawful) use do not apply to a use which has becomes a public nuisan y has received complaints regarding excessive noise, odor and fumes from l the unsightly condition existing on and emanating from the subject property. The complaints are found to be valid.

NOW, THEREFORE, BE IT RESOLVED, that, based on the above findings and determinations, the Council of the City of Santa Rosa denies the appeal and sustains the action of the Planning Commission in this matter which required that the salvage yard/recycling use and business being conducted at 948 Leddy Avenue be discontinued and that all salvage materials and inoperative vehicles be removed from the property.

BE IT FURTHER RESOLVED that the Council of the City of Santa Rosa directs that any City enforcement action(s) to implement the Council's findings, determinations, and decisions in this matter be held in abeyance and stayed for sixty (60) days to allow the applicant time to terminate the unlawful salvage yard/recycling use and remove the salvage materials and inoperative vehicles from the subject property.

IN COUNCIL DULY PASSED this _____ _____, 2001.

AYES: (7) Mayor Martini; Council Member Wright, Condron, Bender, Vas Dupre Evans, Rabinowitsh

NOES: (0)

ABSENT: (0)

AI (0)

A

Suzanne Shepard
Assistant City Clerk
Deputy

APPROVED:
Mayor

A

cap\LeddyAppeal.4.wpd

ATTACHMENT 2

BRIEN J. FARRELL, City Attorney (SBN 088318)
MICHAEL J. CASEY, Assistant City Attorney (SBN 095730)
City of Santa Rosa
100 Santa Rosa Avenue, Room 8
P. O. Box 1678
Santa Rosa, California 95402
Telephone: (707) 543-3040
Facsimile: (707) 543-3055

Attorneys for the People of the State of California and the City of Santa Rosa

FILED
Entered
MAR 21 2005
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA
BY _____ DEPUTY CLERK

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SONOMA

ANNETTE S. ELDER-EVINS, individually and as Trustee for the GUENOCAMATA SOVEREIGN TRUST,

Plaintiff/Petitioner,

v.

CITY OF SANTA ROSA,

Defendant/Respondent.

Case No. SCV 229385

(PROPOSED) AMENDED JUDGMENT

(Unlimited Civil Case)

THE PEOPLE OF THE STATE OF CALIFORNIA, THE CITY OF SANTA ROSA, a Real Party in Interest,

Cross-Complainants,

v.

ANNETTE S. ELDER-EVINS, individually and as Trustee for the GUENOCAMATA SOVEREIGN TRUST, and ROES 1-20, inclusive,

Cross-Defendants.

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
ATTEST: APR - 5 2005
Clerk of the Superior Court of California
County of Sonoma
By _____ Deputy Clerk

The cross-complaint came on regularly for trial on September 30, 2004, in Courtroom 20 of the Sonoma County Superior Courts, the Honorable Raymond J. Giordano, Judge, presiding, sitting without a jury. The parties were duly noticed and served with notice of trial. Cross-complainants People of the State of California and the City of Santa Rosa appeared by their attorney, Michael J. Casey. Cross-defendant Annette Elder-Evins, individually and as trustee for

the Guenoccamata Sovereign Trust was absent. An offer of proof; evidence, both oral and documentary, having been presented by cross-complainants, the cause submitted for decision and a statement of decision not having been requested,

IT IS ORDERED, ADJUDGED AND DECREED that

1. The property subject to this cross-complaint located at 948 Leddy Avenue, Santa Rosa, California, APN #035-091-022 and APN #035-091-025, and the existing conditions thereon are declared to be in violation of:

a. Santa Rosa City Code:

Section 11-36.160
Section 18-16.106.1
Section 18-20.1001.2
Section 18-20.1001.4
Section 18-20.1001.5
Section 18-20.1001.6
Section 20-61.060 (formerly 20-05.705, *et seq.*), and
Section 20-61.070 (formerly 20-05.705, *et seq.*)

b. *California Health and Safety Code*:

Section 17920.3(a)
Section 17920.3(c)
Section 17920.3(d)
Section 17920.3(e)

2. Cross-defendants, their successors, heirs and assigns, and their agents, servants, employees, representatives and all persons acting in concert or participating with them are permanently enjoined from engaging in or performing, directly or indirectly, any of the following acts at 948 Leddy Avenue, Santa Rosa, California, APN #035-091-022 and APN #035-091-025:

a. Violating the Santa Rosa City Code sections set forth in 1a.

b. Violating the *California Health and Safety Code* sections set forth in 1b.

c. Operating or conducting a recycling, salvage or junkyard business and/or operation.

d. Maintaining and/or storing salvage materials, scrap metal, junk, trash or inoperable/junked vehicles.

3. Cross-defendants' property at 948 Leddy Avenue, Santa Rosa, California is

hereby declared a continuing public nuisance.

4. Cross-defendants, their successors, heirs and assigns, and their agents, servants, employees, representatives and all persons acting in concert or participating with them are hereby permanently enjoined from maintaining a public nuisance at 948 Leddy Avenue, Santa Rosa, California.

5. Cross-defendants, their successors, heirs and assigns, and their agents, servants, employees, representatives and all persons acting in concert or participating with them are hereby ordered to abate and remove all conditions that cause the nuisance at 948 Leddy Avenue, Santa Rosa, California, including:

a. The Santa Rosa City Code violations set forth in 1a.

b. The *Health and Safety Code* violations set forth in 1b., and

c. All salvage materials, scrap metal, junk, trash or inoperable/junked vehicles.

In the alternative, the City of Santa Rosa or its contractors are authorized to perform this abatement and removal work, subject to 48 hours written notice, and shall recover the costs from cross-defendants, their successors, heirs and assigns.

6. Recordation of an abstract of the judgment in this case shall constitute a prior lien over any other lien that may be held on the property at 948 Leddy Avenue, Santa Rosa, California.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that

7. Cross-complainants shall recover their costs of this suit from cross-defendants, their successors, heirs and assigns in the amount of $396.40.

8. Cross-complainants shall recover their attorneys' fees, and expenses and costs for inspection, investigation, enforcement and prosecution of this matter in the amount of $29,470.03 and against cross-defendants, their successors, heirs and assigns.

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9. Interest at the rate of 10% shall accrue on the sums set forth in 7., and determined in 8., beginning from the date of the judgment herein until said sums are fully paid.

Dated: March 16, 2005

JUDGE OF THE SUPERIOR COURT

CERTIFICATE OF SERVICE

I am employed in the County of Sonoma, State of California. I am over the age of 18 years and not a party to the within action. My business address is Santa Rosa City Attorney's Office, City Hall, 100 Santa Rosa Avenue, Room 9, Santa Rosa, California.

On March 16, 2005, I served the attached:

(PROPOSED) AMENDED JUDGMENT

on the following parties to this action by placing a true copy therein in a sealed envelope, addressed as follows:

Annette Elder-Evins
948 Leddy Avenue
Santa Rosa, CA 95407

[ ] (BY EXPRESS MAIL) I deposited such sealed envelope in a post office, mailbox, subpost office, substation, or mail chute, or other like facility regularly maintained by the United States Postal Service for receipt of Express Mail with postage fully prepaid to the addressee(s) noted above.

[X] (BY MAIL) I placed each such sealed envelope, with postage thereon fully prepaid for first-class mail, for collection and mailing at Santa Rosa, California, following ordinary business practices. I am readily familiar with the practice of the Santa Rosa City Attorney's Office for processing of correspondence, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for processing.

[ ] (BY PERSONAL SERVICE) I caused each such envelope to be delivered by hand to the addressee(s) noted above.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and that this declaration was executed on March 16 2005, at Santa Rosa, California.

L. Smith

L. Smith
Signature

ATTACHMENT 3

City of Santa Rosa
Administrative Hearings
100 Santa Rosa Avenue
Santa Rosa, California 95404

File # CA-07-006-EFM

Administrative Enforcement Order

1-A. Responsible Party: Annette Sharlene Elder-Evins
1-B. Address: 948 Leddy Ave., Santa Rosa, CA 95407

2. Location of Violation: 948 Leddy Avenue

3. Assessor Parcel Number: 035-091-022 Zoning District: R-1-6

4. Administrative Hearing Officer's Decision:

(A) After considering all of the testimony and evidence submitted at the hearing held on October 17, 2007, at which the Fire Inspector, Eric Major, testified, but at which the Responsible Party did not appear, I make the following findings:

1. The record contains substantial evidence supporting that the code violations listed in the staff report, dated July 31, 2007—accumulation of weeds, rubbish and inoperable vehicles and failure to comply with abatement order—existed on the subject property on the hearing date. The City provided the required notice of the hearing.

2. The hearing on this matter was originally scheduled for September 19, 2007, and the City continued it to allow the property owner more time to comply. The Fire Inspector seeks penalties assessed at a rate of $500 a day for each of the three violations from the beginning of the notice period (August 15, 2007) until the continued hearing date. Given the continuance of the hearing, the resulting penalty assessed at this rate would be excessive for these violations. Additionally, one of the three violations (failure to comply with order, ARCC 18-44.103.4.3.1) is essentially derivative of the other two. Therefore, penalties shall be assessed from August 15, 2007 until September 19, 2007 (the first scheduled hearing date) at a rate of $500 a day for each of the two substantive violations (SRCC 9-08.020, Accumulation of Weeds and Rubbish, and SRCC 11-36.010, Inoperable Vehicles).

(B) **Based on these findings, I uphold the Administrative Notice and Order and Staff Report, direct the abatement of all violations within 30 days (by abating the weeds and rubbish, removing the inoperable vehicles and calling for an inspection), and assess a penalty of:** $ 36,000 (36 days at $1000 per day) plus the City of Santa Rosa's administrative costs of $1,365.00 (see Penalty Calculation Sheet dated October 17, 2007) plus $320.00 (proportional share of Hearing Officer preparation time, travel time, hearing time and preparation of this Order), for a TOTAL PENALTY OF $ 37,685.

(C) This Administrative Enforcement Order will be served on each party, when the Administrative Enforcement Order is served on the code enforcement officer (Fire Inspector), the order shall be final.

(D) This shall serve as notice to the responsible party that the penalties and administrative

costs are a special assessment against the property where the violations occurred and if payment is not received within thirty days of the date of this Administrative Enforcement Order, will be confirmed by the City Council. The penalty for late payment of assessed penalty is 7%, pro-rated daily, from payment due date of December 24, 2007.

(E) Should the violation continue, the responsible party may be subject to additional penalties as authorized by law. The penalty for a subsequent violation within thirty-six (36) months of an initial violation is $1,000 for each day the violation continues.

(F) Pursuant to SRCC Section 1-30.210 (a copy of which was attached to the Administrative Notice and Order), any person contesting this Administrative Enforcement Order may seek review by filing an appeal with the Superior Court within 20 days after service of this Order.

DATE: November 23, 2007 BY ORDER OF: _____

Rachel J. Sater
Administrative Hearing Officer

CERTIFICATE OF SERVICE

I, Rachel J. Sater, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the within entitled action.

On November 23, 2007, I served the attached:

ADMINISTRATIVE ENFORCEMENT ORDER

on the following parties to this action by placing a true copy thereof in a sealed envelope, addressed as follows:

Angelle Sharlene Ilder-Evins
948 Leddy Ave.
Santa Rosa, CA 95407

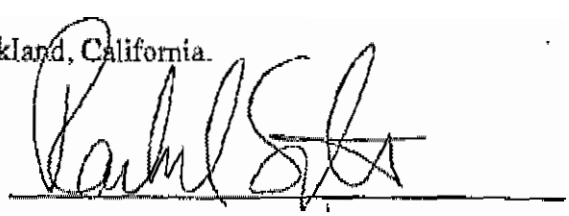
Eric Major
Fire Inspector
P.O. Box 1678
Santa Rosa, CA 95402-1678

I served the attached document(s) in the manner indicated below:

☒ **BY MAIL:** I placed each such sealed envelopes, with postage thereon fully prepaid for first-class mail, in the United States Postal Service at San Francisco, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed November 23, 2007, at Oakland, California.



ATTACHMENT 4

11.3

RESOLUTION NO. 27053

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA CONFIRMING THE AMOUNT OF A SPECIAL ASSESSMENT; CONFIRMING AND ORDERING THE RECOVERY OF PENALTIES AND COSTS ASSESSED AND IMPOSED BY THE ADMINISTRATIVE HEARING OFFICER FOR VIOLATIONS OF CITY CODE PROVISIONS OCCURING ON THE PROPERTY AT 948 LEDDY AVENUE, SANTA ROSA, A.P.N. 035-091-022, AND A.P.N. 035-091-025; AND ORDERING THE ASSESSMENT BE COLLECTED ON THE TAX ROLL BY THE SONOMA COUNTY TAX COLLECTOR

WHEREAS, Government Code section 53069.4 provides that cities may establish fines, penalties, and forfeitures applicable to an administrative hearing process that governs the imposition, enforcement, collection, and administrative review of these administrative fines and penalties; and

WHEREAS, also included in the Penalty and Fine Schedule are the administrative costs, which may encompass any and all costs incurred by the City in connection with the matter before the hearing officer including, but not limited to, costs of investigation, staffing costs, including attorneys fees, incurred in preparation for the hearing and for the hearing itself, the services of the hearing officer, any abatement costs, and costs for all re-inspections necessary to enforce the Notice and Order; and

WHEREAS, on July 31, 2007, City of Santa Rosa Fire Inspector, Eric Major, issued a Notice and Order pursuant to Section 1-30-040 of the Santa Rosa City Code to property owner Annette Sharlene Elder-Evins to correct specified violations existing on the property at 948 Leddy Avenue, Santa Rosa and specifying the time, date, and place of a public Administrative Hearing on the matter which was scheduled more than 10 days thereafter; and

WHEREAS, on October 17, 2007, a public Administrative Hearing was held pursuant to Chapter 1-30 of the Santa Rosa City Code regarding the specified violations existing on the real property situated at 948 Leddy Avenue, Santa Rosa, being Sonoma County Assessor's Parcel Numbers 035-091-022 and 035-091-025; and

WHEREAS, at the Administrative Hearing, which was held at the time, date, and place specified in the Notice and Order, the Hearing Officer considered the reports of staff, oral and written, and the testimony of all those wishing to be heard or who wished to submit comment and/or evidence, and the matters specified in Section 1-30.090 of the Santa Rosa City Code; and

WHEREAS, following the hearing, the Hearing Office filed and served upon the parties an Administrative Enforcement Order which found that one or more violations existed at the property and which imposed penalties and assessed administrative costs in the total amount of $37,685.00 and which notified the property owner that the penalties and the administrative costs may become the subject of a special assessment against the real property where the violations occurred if payment was not received within 30 days of the date of the final order; and

WHEREAS, Annette Sharlene Elder-Evins, the owner of the property at 948 Leddy Avenue, has failed to pay the amount so ordered within thirty days of service of the Administrative Enforcement Order and within the same period has not sought judicial review of the Order; and

WHEREAS, pursuant to Section F-30.170 of the Santa Rosa City Code, confirmation of the penalties and administrative costs as a special assessment may be placed on the Consent Agenda of the Council within 120 days of the Administrative Enforcement Order; and

WHEREAS, notice has been given to the owner of record of the real property at 948 Leddy Avenue, Santa Rosa, and that a request for confirmation of a special assessment in the amount of $37,685.00 has been placed on the Consent Agenda of the Council's regular meeting scheduled for March 18, 2008.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Rosa, based on the Administrative Enforcement Order issued to the owner of the real property at 948 Leddy Avenue, and other information and materials presented at or prior to the administrative hearing, finds, determines, orders, and directs that:

1. The total amount of penalties and costs imposed by the Administrative Enforcement Order of $37,685.00 is confirmed as filed with the City Clerk, payable in one installment.

2. The total confirmed amount of penalties and administrative costs assessed against the real property at 948 Leddy Avenue, Santa Rosa, being Sonoma County Assessor's Parcel Nos. 035-091-022 and 035-091-025, together with any collection charges imposed by the Sonoma County Tax Collector, and interest at the rate of 7 percent per annum, prorated daily, from the payment due date of December 24, 2007, shall be collected on the tax roll in the same manner, by the same person, and at the same time as, together with and not separately from, the general taxes, on the next regular property tax bill levied against the property by the Sonoma County Tax Collector.

3. The total amount of the penalties and costs herein confirmed shall be duly recorded with the Sonoma County Recorder as a lien on the identified party and the amount shall bear interest at the rate of 7 percent per annum until paid

4. Any sum collected hereunder from the property owner(s) or upon any sale of the property shall be repaid to the Revolving Fund, Account No. 0208-3860.

5 The officers of the City, including the City Clerk and Director of Administrative Services, are authorized and empowered to do all things as may be necessary, including but not limited to notifications to the Sonoma County Auditor and Tax Collector, to carry out the foregoing.

IN COUNCIL DULY PASSED this 18th _____, 2008.

AYES: (7) Mayor Blanchard; Councilmembers Sawyer, Bender, Dean, Gorin, Jacobi, Pierce

NOES: (0)

ABSENT: (0)

ABSTAIN: (0)

ATTEST: _____

APPROVED: _____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

ATTACHMENT 5

2008043523

OFFICIAL RECORDS OF
SONOMA COUNTY
JANICE ATKINSON

SANTA ROSA CY
05/12/2008 11:14 RSLCOC
RECORDING FEE: 0.00
PAID

4 PGS

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN
TO:

City of Santa Rosa
Building & Code Compliance
Attn: Arlyn L. Pacheco
100 Santa Rosa Avenue
Post Office Box 1678
Santa Rosa, CA 95402-1678

FOR RECORDER'S USE ONLY ABOVE THE LINE

DOCUMENT TITLE(S)

SPECIAL ASSESSMENT LIEN

948 LEDDY AVENUE
SANTA ROSA, CA

RESOLUTION NO. 27053

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA CONFIRMING THE AMOUNT OF A SPECIAL ASSESSMENT; CONFIRMING AND ORDERING THE RECOVERY OF PENALTIES AND COSTS ASSESSED AND IMPOSED BY THE ADMINISTRATIVE HEARING OFFICER FOR VIOLATIONS OF CITY CODE PROVISIONS OCCURING ON THE PROPERTY AT 948 LEDDY AVENUE, SANTA ROSA, A.P.N. 035-091-022, AND A.P.N. 035-091-025; AND ORDERING THE ASSESSMENT BE COLLECTED ON THE TAX ROLL BY THE SONOMA COUNTY TAX COLLECTOR

WHEREAS, Government Code section 53069.4 provides that cities may establish fines, penalties, and forfeitures applicable to an administrative hearing process that governs the imposition, enforcement, collection, and administrative review of those administrative fines and penalties; and

WHEREAS, also included in the Penalty and Fine Schedule are the administrative costs, which may encompass any and all costs incurred by the City in connection with the matter before the hearing officer including, but not limited to, costs of investigation, staffing costs, including attorneys fees, incurred in preparation for the hearing and for the hearing itself, the services of the hearing officer, any abatement costs, and costs for all re-inspections necessary to enforce the Notice and Order; and

WHEREAS, on July 31, 2007, City of Santa Rosa Fire Inspector, Eric Major, issued a Notice and Order pursuant to Section 1-30-040 of the Santa Rosa City Code to property owner Annette Sharlene Elder-Evins to correct specified violations existing on the property at 948 Leddy Avenue, Santa Rosa and specifying the time, date, and place of a public Administrative Hearing on the matter which was scheduled more than 10 days thereafter; and

WHEREAS, on October 17, 2007, a public Administrative Hearing was held pursuant to Chapter 1-30 of the Santa Rosa City Code regarding the specified violations existing on the real property situated at 948 Leddy Avenue, Santa Rosa, being Sonoma County Assessor's Parcel Numbers 035-091-022 and 035-091-025; and

WHEREAS, at the Administrative Hearing, which was held at the time, date, and place specified in the Notice and Order, the Hearing Officer considered the reports of staff, oral and written, and the testimony of all those wishing to be heard or who wished to submit comment and/or evidence, and the matters specified in Section 1-30.090 of the Santa Rosa City Code; and

WHEREAS, following the hearing, the Hearing Office filed and served upon the parties an Administrative Enforcement Order which found that one or more violations existed at the property and which imposed penalties and assessed administrative costs in the total amount of $37,685.00 and which notified the property owner that the penalties and the administrative costs may become the subject of a special assessment against the real property where the violations occurred if payment was not received within 30 days of the date of the final order; and

WHEREAS, Annette Sharlene Elder-Evins, the owner of the pro .948 Leddy Avenue, has failed to pay the amount so ordered within thirty days of service of the Administrative Enforcement Order and within the same period has not sought judicial review of the Order; and

WHEREAS, pursuant to Section 1-30.170 of the Santa Rosa City Code, confirmation of the penalties and administrative costs as a special assessment may be placed on the Consent Agenda of the Council within 120 days of the Administrative Enforcement Order; and

WHEREAS, notice has been given to the owner of record of the real property at 948 Leddy Avenue, Santa Rosa, and that a request for confirmation of a special assessment in the amount of $37,685.00 has been placed on the Consent Agenda of the Council's regular meeting scheduled for March 18, 2008.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Rosa, based on the Administrative Enforcement Order issued to the owner of the real property at 948 Leddy Avenue, and other information and materials presented at or prior to the administrative hearing, finds, determines, orders, and directs that:

1. The total amount of penalties and costs imposed by the Administrative Enforcement Order of $37,685.00 is confirmed as filed with the City Clerk, payable in one installment.

2. The total confirmed amount of penalties and administrative costs assessed against the real property at 948 Leddy Avenue, Santa Rosa, being Sonoma County Assessor's Parcel Nos. 035-091-022 and 035-091-025, together with any collection charges imposed by the Sonoma County Tax Collector, and interest at the rate of 7 perc nnum, prorated daily, from the payment due date of December 24, 2(be collected on the tax roll in the same manner, by the same person, anc me time as, together with and not separately from, the general taxes, on the next regular property tax bill levied against the property by the Sonoma County Tax Collector.

3. The total amount of the penalties and costs herein confirmed shall be duly recorded with the Sonoma County Recorder as a lien on the identified party and the amount shall bear interest at the rate of 7 percent per annum until paid.

4. Any sum collected hereunder from the property owner(s) or upon any sale of the property shall be repaid to the Revolving Fund, Account No. 0208-3860.

5. The officers of the City, including the City Clerk and Director of Administrative Services, are authorized and empowered to do all things as may be necessary, including but not limited to notifications to the Sonoma County Auditor and Tax Collector, to carry out the foregoing.

IN COUNCIL DULY PASSED this 18th day of March, 2008.

AYES: (7) Mayor Blanchard; Councilmembers Sawyer, Bender, Dean, Gorin, Jacobi, Pierce

NOES: (0)

ABSENT: (0)

ABSTAIN: (0)

ATTEST: _____
City Clerk

APPROVED: _____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

I hereby certify that the foregoing is a true and correct copy of an resolution duly and regularly adopted by the Council of the City of Santa Rosa at a regular meeting thereof held 3-18-08

SUE STONEMAN, City Clerk
City of Santa Rosa

_____ Dated 4-29-08
City Clerk / Deputy City Clerk

ATTACHMENT 6

RESOLUTION NO. 27447

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA CONFIRMING THE ITEMIZED REPORT OF THE SANTA ROSA FIRE DEPARTMENT OF THE COST OF REMOVING WEEDS AND/OR RUBBISH FROM, UPON, OR IN FRONT OF CERTAIN LOTS OR PARCELS OF LAND WITHIN THE CITY OF SANTA ROSA

WHEREAS, pursuant to Santa Rosa City Code Chapter 9-08 and Council Resolution No. 27296, certain weeds growing upon the streets and sidewalks and upon and in front of private property within the City of Santa Rosa, and rubbish consisting of all combustible or noncombustible waste, refuse, and worthless or useless articles of property left, deposited, or abandoned on any lot or parcel of land in the City of Santa Rosa were declared to be a public nuisance; and

WHEREAS, in accordance with the provisions of Santa Rosa City Code section 9-08.030 and Resolution No. 27296, notice was given and a public hearing was held on March 31, 2009, at which time the Santa Rosa Fire Department was authorized and directed to abate such nuisances; and

WHEREAS, an account of the cost of abating such nuisance in front of or on each separate lot or parcel of land was kept by the Santa Rosa Fire Department and an itemized report thereof in writing has been submitted to this Council; and

WHEREAS, the City Council approved a fee recovery program to fund weed abatement services and an hourly fee of $105.00 for FY 07/08 and $105.00 for FY 08/09 is charged to properties who have not complied with requests for voluntary abatement; and

WHEREAS, pursuant to Santa Rosa City Code section 9-08.070, the Santa Rosa Fire Department posted a copy of the itemized report and the required notice; and

WHEREAS, the Council has received and considered the itemized report and all objections thereto; and

WHEREAS, the Council has overruled all objections except those reflected by any modification made during the course of the hearing to the itemized report.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Rosa confirms the itemized report of the Santa Rosa Fire Department attached as Exhibit "A."

BE IT FURTHER RESOLVED that the costs for abating nuisances set forth in the report shall constitute a special assessment and a lien upon the properties for the amounts set forth, said liens to be carried over to the next fiscal year.

BE IT FURTHER RESOLVED that the Santa Rosa Fire Department, County Assessor, and County Tax Collector are authorized and directed to proceed in accordance with the further provisions of Santa Rosa City Code section 9-08.090.

IN COUNCIL DULY PASSED this 14th day of July, 2009.

AYES: (7) Mayor Gorin, Vice Mayor Vas Dupre, Councilmembers Bender, Sawyer, Jacobi, Olivares and Wysocky

NOES: (0)

ABSENT: (0)

ABSTAIN: (0)

APPROVED: _____
Mayor

_____
City Attorney

Report: WCOUNCIL
Page: 6

City of Santa Rosa
Fire Department

Run Date: 09Jun2009
Time: 08118:28

COST OF REMOVING WEEDS AND/OR RUBBISH AND
NOTICE OF SUBMISSION OF REPORT TO THE
CITY COUNCIL FOR CONFIRMATION

035091011	PENSCO TRUST CO CUSTODIAN ET AL 1260 N DUTTON AVE STE 185 SANTA ROSA, CA 95401 Location1 958 LEDDY AVE	$497.88
035091019	CARBAJAL JAVIER 1445 MCGREGOR DR PETALUMA, CA 94954 Location: 4004 SEBASTOPOL RD	$210100
035091022	ELDER-EVINS ANNETTE SHARLENE TR 948 LEDDY AVE SANTA ROSA1 CA 95407 Location: 948 LEDDY AVE	$210.00
035091025	ELDER1EVINS ANNETTE SHARLENE TR 948 LEDDY AVE SANTA ROSA, CA 95407 Location: 0 STREET UNKNOWN	$210.00
035092003	PENSCO TRUST CO CUSTODIAN ET AL 1260 N DUTTON AVE STE 185 SANTA ROSA, CA 95401 Location1 3881 FINLEY AVE	$550.13
035092004	DEUTSCHE BANK NATIONAL TRUST CO 6501 IRVINE CENTER DR IRVINE, CA 92618 Location1 3885 FINLEY AVE	$315.00
035093007	KARIM MOHAMMED A & SANA A TR 423 REBECCA DR PETALUMA, CA 94952 Location: 975 LEDDY AVE	$210.00
035093022	PATEL KALPANA 8000 FOOTHILL RANCH RD SANTA ROSA, CA 95404 Location: 4026 SEBASTOPOL RD	$367.25
035101004	CHERRY CONSERVATION PRESERVE LLC 336 BON AIR CENTER BOX 232 GREENBRAE1 CA 94904 Location1 930 FRESNO AVE	$210.00
035103020	BAUM BARRY H & LUANN A 2900 MENDOCINO AVE STE 220 SANTA ROSA, CA 95403 Location: 3865 FINLEY AVE	$210.00
035101042	FOX ROBERT & JULIE 755 RIESLING RD PETALUMA, CA 94954 Location: 1485 SOUTH WRIGHT RD	$210.00

RESOLUTION NO. 27681

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA CONFIRMING THE ITE EPORT OF THE SANTA ROSA FIRE DEPARTMENT OF THE COST OF REMOVING WEEDS AND/OR RUBBISH FROM, UPON, OR IN FRONT OF CERTAIN LOTS OR PARCELS OF LAND WITHIN THE CITY OF SANTA ROSA

WHEREAS, pursuant to Santa Rosa City Code Chapter 9-08 and Council Resolution No. 27572, certain weeds growing upon the streets and sidewalks and upon and in front of private property within the City of Santa Rosa, and rubbish consisting of all combustible or noncombustible waste, refuse, and worthless or useless articles of property left, deposited, or abandoned on any lot or parcel of land in the City of Santa Rosa were declared to be a public nuisance; and

WHEREAS, in accordance with the provisions of Santa Rosa City Code section 9-08.030 and Resolution No. 27572, notice was given and a public hearing was held on March 2, 2010, at which time the Santa Rosa Fire Department was authorized and directed to abate such nuisances; and

W count of the cost of abating such nuisance in front of or on each separate l nd was kept by the Santa Rosa Fire Department and an itemized report thereof in s submitted to this Council; and

W City Council approved a fee recovery program to fund weed abatement services and an hourly fee of $105.00 for FY 08/09 and $105.00 for FY 09/10 is charged to properties who have not complied with requests for voluntary abatement; and

WHEREAS, pursuant to Santa Rosa City Code section 9-08.070, the Santa Rosa Fire Department posted a copy of the itemized report and the required notice; and

WHEREAS, the Council has received and considered the itemized report and all objections thereto; and

WHEREAS, the Council has ov ded all objections except those reflected by any modification made during the course o hearing to the itemized report.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Rosa confirms the itemized report of the Santa Rosa Fire Department attached as Exhibit "A".

BE IT FURTHER RESOLVED that the costs for abating nuisances set forth in the report shall constitute a special assessment and a lien upon the properties for the amounts set forth, said liens to be carried over to the next fiscal year.

BE IT FURTHER RESOLVED that the Santa Rosa Fire Department, County Assessor and County Tax Collector are authorized and directed to proceed in accordance with the further provisions of Santa Rosa City Code section 9-08.090 except for those persons subject to an automatic stay as a result of bankruptcy.

IN COUNCIL DULY PASSED this 20th day of July, 2010.

AYES: (6) Vice Mayor Wysocky, Councilmembers Bender, Sawyer, Jacobi, Vas Dupre and Olivares

NOES: (0)

ABSENT: (1) Mayor Gorin

ABSTAIN: (0)

ATTEST: _____
Deputy City Clerk

APPROVED: _____
Vice Mayor

APPROVED AS TO FORM:

_____
City Attorney

Report: WCOUNCIL
Page: 5

City of Santa Rosa
Fire Department

Run Date: 14Jun2010
Time: 12:39:29

COST OF REMOVING WEEDS AND/OR RUBBISH AND
NOTICE OF SUBMISSION OF REPORT TO THE
CITY COUNCIL FOR CONFIRMATION

PARCEL NOS	LAST KNOWN OWNER AND ADDRESS	AMOUNT
034690027	ANDERSON MARGARET TR 2192 FRANCISCO AVE SANTA ROSA, CA 95403 Location: 0 STREET UNKNOWN	$210.00
035063027	SANN SOEURM ET AL 2267 SUNLIT ANN DR SANTA ROSA, CA 95403 Location: 3495 SEBASTOPOL RD	$210.00
035071067	SMITH LEE A & ABRAMS ELAINE G 4262 SEBASTOPOL RD SANTA ROSA, CA 95407 Location: 4256 SEBASTOPOL RD	$210.00
035091009	DAVID MORMANN P.O. Box 11000 Santa Ana, CA 92711 Location: 932 LEDDY AVE	$210.00
035091011	PENSCO TRUST CO CUSTODIAN ET AL 392 TESCONI CT SANTA ROSA, CA 95401 Location: 958 LEDDY AVE	$210.00
035091019	CARBAJAL JAVIER 1445 MCGREGOR AVE PETALUMA, CA 94954 Location: 4004 SEBASTOPOL RD	$210.00
035091022	ELDER-EVINS ANNETTE SHARLENE TR 948 LEDDY AVE SANTA ROSA, CA 95407 Location: 948 LEDDY AVE	$210.00
035091025	ELDER-EVINS ANNETTE SHARLENE 948 LEDDY AVE SANTA ROSA, CA 95407 Location: 0 STREET UNKNOWN	
035092003	PENSCO TRUST CO CUSTODIAN ET 1260 N DUTTON AVE STE 185 SANTA ROSA, CA 95401 Location: 3881 FINLEY AVE	
035092004	MALDONADO HEIDI 3885 FINLEY AVE SANTA ROSA, CA 95407 Location: 3885 FINLEY AVE	

RESOLUTION NO. 27958

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA CONFIRMING THE ITEMIZED REPORT OF THE SANTA ROSA FIRE DEPARTMENT OF THE COST OF REMOVING WEEDS AND/OR RUBBISH FROM, UPON, OR IN FRONT OF CERTAIN LOTS OR PARCELS OF LAND WITHIN THE CITY OF SANTA ROSA

WHEREAS, pursuant to Santa Rosa City Code Chapter 9-08 and Council Resolution No. 27828, certain weeds growing upon the streets and sidewalks and upon and in front of private property within the City of Santa Rosa, and rubbish consisting of all combustible or noncombustible waste, refuse, and worthless or useless articles of property left, deposited, or abandoned on any lot or parcel of land in the City of Santa Rosa were declared to be a public nuisance; and

WHEREAS, in accordance with the provisions of Santa Rosa City Code section 9-08.030 and Resolution No. 27828, notice was given and a public hearing was held on March 15, 2011, at which time the Santa Rosa Fire Department was authorized and directed to abate such nuisances; and

WHEREAS, an account of the cost of abating such nuisance in front of or on each separate lot or parcel of land was kept by the Santa Rosa Fire Department and an itemized report thereof in writing has been submitted to this Council; and

WHEREAS, the City Council approved a fee recovery program to fund weed abatement services and an hourly fee of $105.00 for FY 09/10 and $105.00 for FY 10/11 is charged to properties who have not complied with requests for voluntary abatement; and

WHEREAS, pursuant to Santa Rosa City Code section 9-08.070, the Santa Rosa Fire Department posted a copy of the itemized report and the required notice; and

WHEREAS, the Council has received and considered the itemized report and all objections thereto; and

WHEREAS, the Council has overruled all objections except those reflected by any modification made during the course of the hearing to the itemized report.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Rosa confirms the itemized report of the Santa Rosa Fire Department attached as Exhibit "A".

BE IT FURTHER RESOLVED that the costs for abating nuisances set forth in the report shall constitute a special assessment and a lien upon the properties for the amounts set forth, said liens to be carried over to the next fiscal year.

BE IT FURTHER RESOLVED that the Santa Rosa Fire Department, County Assessor, and County Tax Collector are authorized and directed to proceed in accordance with the further provisions of Santa Rosa City Code section 9-08.090.

IN COUNCIL DULY PASSED this 2nd day of August, 2011.

AYES: (6) Mayor Olivares, Vice Mayor Ours, Council Members Bartley, Gorin, Sawyer, Vas Dupre

NOES: (0)

ABSENT: (1) Council Member Wysocky

ABSTAIN: (0)

ATTEST: _____ APPROVED: _____
Interim City Clerk Mayor

APPROVED AS TO FORM:

_____
City Attorney

Billing Year: 2011 Admin Fee: $2 Percentage: 1.02

031140069	WWA001092	PENSCO PENSION SVCS INC CUST ET AL C/O DAV 24 Norman Way, Tiburon CA 94920	4772 SONOMA HWY	$210.00	$2.00	$2.14	$214.14
032010010	WWA001041	KANEJOY TR 3985 Martina Ave, Santa Rosa CA 95405	4420 SONOMA HWY	$210.00	$2.00	$2.14	$214.14
032140005	WWA001109	TFT SHADOW CREEK LP ET AL C/O WOODMONT R 1000 Ralston Ave, Belmont CA 94002	STREET UNKNOWN	$210.00	$2.00	$2.14	$214.14
034011077	WWA001026	3282 COFFEY LANE LLC 10900 Wilshire Blvd, Los Angeles CA 90024	3282 COFFEY LN	$210.00	$2.00	$2.14	$214.14
035063008	WWA001100	RESS LEEROY J 9460 Graton Rd, Sebastopol CA 95472	3991 SEBASTOPOL RD	$210.00	$2.00	$2.14	$214.14
035071061	WWA001094	HEIDTKE PAUL L & JACKLYN L TR 521 Farmers Ln, Santa Rosa CA 95405	4154 SEBASTOPOL RD	$210.00	$2.00	$2.14	$214.14
035071067	WWA001110	SMITH LEE A & ABRAMS ELAINE G 4262 Sebastopol Rd, Santa Rosa CA 95407	4256 SEBASTOPOL RD	$210.00	$2.00	$2.14	$214.14
035091019	WWA001036	CARBAJAL JAVIER 1445 Mcgregor Ave, Petaluma CA 94954	4004 SEBASTOPOL RD	$210.00	$2.00	$2.14	$214.14
035091022	WWA001047	ELDER-EVINS ANNETTE SHARLENE TR 948 Leddy Ave, Santa Rosa CA 95407	948 LEDDY AVE	$210.00	$2.00	$2.14	$214.14
035091025	WWA001046	ELDER-EVINS ANNETTE SHARLENE TR 948 Leddy Ave, Santa Rosa CA 95407	STREET UNKNOWN	$210.00	$2.00	$2.14	$214.14
035092003	WWA001093	PENSCO TRUST CO CUSTODIAN ET AL C/O REDW 1260 N Dutton Ave Ste 185, Santa Rosa CA 95401	3681 FINLEY AVE	$210.00	$2.00	$2.14	$214.14
035092017	WWA001058	GONZALEZ GENARO E TR	1048 LEDDY AVE	$210.00	$2.00	$2.14	$214.14

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RESOLUTION NO. 28163

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA CONFIRMING THE ITEMIZED REPORT OF THE SANTA ROSA FIRE DEPARTMENT OF THE COST OF REMOVING WEEDS AND/OR RUBBISH FROM, UPON, OR IN FRONT OF CERTAIN LOTS OR PARCELS OF LAND WITHIN THE CITY OF SANTA ROSA

WHEREAS, pursuant to Santa Rosa City Code Chapter 9-08 and Council Resolution No. 28038, certain weeds growing upon the streets and sidewalks and upon and in front of private property within the City of Santa Rosa, and rubbish consisting of all combustible or noncombustible waste, refuse, and worthless or useless articles of property left, deposited, or abandoned on any lot or parcel of land in the City of Santa Rosa were declared to be a public nuisance; and

WHEREAS, in accordance with the provisions of Santa Rosa City Code section 9-08.030 and Resolution No. 28038, notice was given and a public hearing was held on March 15, 2011, at which time the Santa Rosa Fire Department was authorized and directed to abate such nuisances; and

WHEREAS, an account of the cost of abating such nuisance in front of or on each separate lot or parcel of land was kept by the Santa Rosa Fire Department and an itemized report thereof in writing has been submitted to the Council; and

WHEREAS, the Council approved a fee recovery program to fund weed abatement services and an hourly fee of $105.00 for FY 09/10 and $105.00 for FY 10/11 is charged to properties who have not complied with requests for voluntary abatement; and

WHEREAS, pursuant to Santa Rosa City Code section 9-08.070, the Santa Rosa Fire Department posted a copy of the itemized report and the required notice; and

WHEREAS, the Council has received and considered the itemized report and all objections thereto; and

WHEREAS, the Council has overruled all objections except those reflected by any modification made during the course of the hearing to the itemized report.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Rosa confirms the itemized report of the Santa Rosa Fire Department attached as Exhibit "A".

BE IT FURTHER RESOLVED that the costs for abating nuisances set forth in the report shall constitute a special assessment and a lien upon the properties for the amounts set forth, said liens to be carried over to the next fiscal year.

BE IT FURTHER RESOLVED that the Santa Rosa Fire Department, County Assessor, and County Tax Collector are authorized and directed to proceed in accordance with the further provisions of Santa Rosa City Code section 9-08.090.

IN COUNCIL DULY PASSED this 17th day of July, 2012.

AYES: (5) Mayor Olivares, Vice Mayor Sawyer, Council Members Bartley, Ours, Vas Dupre

NOES: (0)

ABSENT: (2) Council Members Gorin, Wysocky

ABSTAIN: (0)

ATTEST: _____ APPROVED: _____
City Clerk Mayor

APPROVED AS TO FORM:

_____
Assistant City Attorney

Exhibit B
Council Report

Billing Year: 2011 Admin Fee: $2 Percentage: 1.02

Apn	Invoice	Owner Name	Location Address	Amount Due	Admin Fee	Percent	Total
9361007	WWA0015	Wilton Pamela Rae 2527 Horseshoe Dr, Santa Rosa CA 95405	760 BRIGHAM AVE	$415.00	$2.00	$4.23	$421.23
34022002	WWA0016	Craigie Scott H 2193 Francisco Ave , Santa Rosa CA	2193 FRANCISCO AVE	$210.00	$2.00	$2.14	$214.14
34041012	WWA0016	Kerry Ranch LLC 336 Bon Air Ctr # 115, Greenbrae CA 94904	2181 FRANCISCO AVE	$210.00	$2.00	$2.14	$214.14
34460008	WWA0016	Stems Ronald J Tr & Stems Judith R Tr 4003 Higuera Highland Ln , San Jose CA	2630 GREENVALE CT	$210.00	$2.00	$2.14	$214.14
34690027	WWA0016	Anderson Margaret Tr 2192 Francisco Ave, Santa Rosa CA 95403	UNKNOWN STREET	$210.00	$2.00	$2.14	$214.14
35071061	WWA0016	Phil Heyer 521 Farmers Ln, Santa Rosa CA 95405	4154 SEBASTOPOL	$210.00	$2.00	$2.14	$214.14
35091009	WWA0016	American Home Mortgage 4600 Regent Blvd Ste 200 , Irving TX	932 LEDDY AVE	$210.00	$2.00	$2.14	$214.14
35091011	WWA0016	Pensco Trust Co Custodian [illegible] 392 Tesconi Ct , Santa Rosa CA	958 LEDDY AVE	$528.75	$2.00	$5.39	$536.14
35091022	WWA0016	Elder-Evins Annette Sharlene Tr 948 Leddy Ave, Santa Rosa CA 95407	948 LEDDY AVE	$315.00	$2.00	$3.21	$320.21
35091025	WWA0016	Elder-Evins Annette Sharlene Tr 948 Leddy Ave, Santa Rosa CA 95407	UNKNOWN STREET	$315.00	$2.00	$3.21	$320.21
35092004	WWA0016	Maldonado Heidi 3885 Finley Ave, Santa Rosa CA 95407	3885 FINLEY AVE	$210.00	$2.00	$2.14	$214.14
35093007	WWA0016	Karim Sana A Tr 423 Rebecca Dr, Petaluma CA 94952	975 LEDDY AVE	$440.00	$2.00	$4.49	$446.49
35094001	WWA0016	Gonzalez Willard Est Of 1051 Leddy Ave , Santa Rosa CA	1051 LEDDY AVE	$465.00	$2.00	$4.74	$471.74
35094011	WWA0016	Maldonado Heidi 9230 Foxwood Dr , Windsor CA	4027 FINLEY AVE	$315.00	$2.00	$3.21	$320.21
35101004	WWA0016	Cherry Conservation Preserve LLC 336 Bon Air Ctr # 232, Greenbrae CA 94904	930 FRESNO AVE	$1,236.25	$2.00	$12.61	$1,250.86

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ATTACHMENT 7

2014 WL 12697256
Only the Westlaw citation is currently available.
United States District Court, C.D. California.

Gholwan MECHAMMIL
v.
CITY OF SAN JACINTO, et al.

Case No. EDCV 13-01380 JGB (SPx)
|
Filed 03/21/2014

Attorneys and Law Firms

Hugh E. Knowlton, Hugh Knowlton Law Offices, Los Angeles, CA, for Gholwan Mechammil.

Kevin James Abbott, Law Office of Kevin Abbott, Riverside, CA, Richard T. Egger, Best Best and Krieger LLP, Ontario, CA, for City of San Jacinto, et al.

Proceedings: ORDER GRANTING DEFENDANTS' MOTION TO DISMISS (DOC. NO. 29)

JESUS G. BERNAL, UNITED STATES DISTRICT JUDGE

***1** Plaintiff Gholwan Mechammil ("Mechammil") brings this action against City of San Jacinto ("the City"), Tim Hults, Tom Prill, County of Riverside, and Don Kent (collectively, "Defendants"), asserting claims arising from the City's levying of administrative fines against Mechammil's property. Before the Court is Defendants' Motion to Dismiss Plaintiff's Second Amended Complaint. ("Motion," Doc. No. 29.) The Court previously vacated the scheduled hearing on the Motion. (Doc. No. 32.) For the reasons set forth below, the Court GRANTS the Motion, without leave to amend as to the claims asserted in the SAC, but with leave to amend should Mechammil wish to reallege a procedural due process claim.

I. BACKGROUND

A. Allegations in the Second Amended Complaint

Mechammil is the current owner of real property located at 500 South State Street, San Jacinto, California ("the Property"). (Second Amended Complaint ("SAC"), ¶ 3.) In September of 2010, the Salem and Louisa Faour Family Trust ("Faour") owned the Property. (SAC, ¶ 15.) On September 25, 2010, Faour leased suite 107 to a tenant ("the Tenant") for a two-year term commencing in October 1, 2010. (Id.) The Tenant represented to Faour that he would use the suite as a physical therapy and/or rehabilitation facility. (Id.) Instead, without Faour's knowledge, the Tenant operated a marijuana dispensary in the suite. (Id.) Pursuant to the terms of the lease, the Tenant had exclusive possession and the right to quiet enjoyment of suite 107. (SAC, ¶ 19.) Therefore, other than entering into the lease agreement, Faour had no involvement with the Tenant's ownership or operation of the marijuana dispensary. (Id.)

San Jacinto Municipal Code ("SJMC") makes it "unlawful for any person to open, operate, manage, or be employed by, or conduct business with a medical marijuana dispensary ..." San Jacinto, Cal., Code § 9.28.020. SJMC section 1.28.030 authorizes the City to issue citations imposing administrative fines on persons who violate provisions of the code. San Jacinto, Cal., Code § 1.28.030(A).

In October or November of 2010, the City learned of the existence of the Tenant's marijuana dispensary and deemed the Tenant's operation to be in violation of SJMC section 9.28.020. (SAC, ¶ 18.) On November 18, 2010, pursuant to section 1.28.030, the City began issuing daily administrative citations to the Tenant for the alleged violations. (Id.) Between November 18, 2010 and September 26, 2011, the City issued a total of 432 citations to the Tenant imposing fines totaling $630,930.[1] (Id.)

On November 18, 2010, the City began issuing duplicate citations to Faour for the alleged violations on a daily basis. (SAC, ¶ 19.) Each daily citation imposed a fine of $1,000 to $1,500. (Id.) Between November 18, 2010 and September 26, 2011, the City issued citations imposing fines totaling $639,400 (the "Faour Fines"), which Faour did not pay.[2] (Id.) At the times the Faour Citations were issued, Faour was not notified in writing that any unpaid fines would be subject to special assessment collection procedures or that the Property could be sold after three years by the tax collector for unpaid delinquent assessments. (SAC, ¶ 21.)

*2 On July 19, 2011, the City Council adopted a resolution to confirm and assess an amount of $450,146 in unpaid Faour Fines and to request the Tax Collector to collect the assessment of fines. (SAC, ¶ 22.) The City did not record a notice of any lien confirmed by the Council against the Property at any time prior to September 28, 2011. (SAC, ¶¶ 24, 34.)

On September 28, 2011, the Tenant was evicted from the Property pursuant to an unlawful detainer action filed by Faour. (SAC, ¶ 25.) On that day, Mechammil purchased and took title to the Property from Faour for the purchase price of $1,500,000, subject to an existing loan in the amount of $940,000 that is secured by a deed of trust dated June 24, 2010. (SAC, ¶ 26.) The date of the last administrative citations issued to the Tenant and to Faour was September 26, 2011. (SAC, ¶27.) The first installment of the 2011–2012 property taxes became delinquent on December 10, 2011. (SAC, ¶87.)

In February 2012, Mechammil received a Riverside County Tax Bill ("Tax Bill") for the Property for fiscal year 2011–2012 in the amount of $467,833.94. (SAC, ¶ 28.) One of the charges on the Tax Bill was titled "San Jacinto Code Violations" in the amount of $450,146.00. (Id.) Mechammil paid the Tax Bill, excluding the amount of fines for the City's code violations. (Id.) However, the Tax Collector rejected and refunded Mechammil's payment. (Id.)

In June 2012, Mechammil received a letter from the City demanding payment in the amount of $203,172 by July 9, 2012, for the remaining portion of the Faour Fines. (SAC, ¶ 29.) A list of the Faour Citations was attached to the letter which represented that Mechammil was the owner of record of the Property at the times the Faour Citations were issued. (Id.)

In response to the demand letter, on June 25, 2012, Mechammil's counsel sent a letter to the City stating that Mechammil had no ownership or interest in the Property prior to September 28, 2011, and that he was never served with any citations bearing the numbers of the citations listed in the City's demand letter. (SAC, ¶ 30.) The letter further demanded that the City cease and desist from any further enforcement action against Mechammil. (Id.) Furthermore, the letter requested a formal administrative hearing in the event the City did not cede to Mechammil's demands. (Id.) Defendants did not grant Mechammil an administrative hearing. (SAC, ¶ 31.)

On July 17, 2012, City Council adopted a resolution to assess an amount of $203,041 in additional unpaid Faour Fines, and to request the Tax Collector to collect such assessment of fines. (Id.) In September 2012, Mechammil received a Tax Bill from the Tax Collector for the Property for fiscal year 2012–2013 in the amount of $220,717.92, including a charge for "San Jacinto Code Violations" in the amount of $203,041.00. (SAC, ¶ 32.) Mechammil tendered payment of the Tax Bill, excluding the amount of fines for the City's code violations, but the Tax Collector rejected and refunded the payment. (Id.) At present, the Assessments on the Property amount to approximately $900,000.00. (SAC, ¶ 37.)

Due to the Special Assessments, Mechammil is precluded from either selling the Property or refinancing the bank loan. (SAC, ¶ 38.) On September 11, 2013, the lender recorded a Notice of Default and Election to Sell with the County Recorder. (Id.)

B. Procedural History

*3 On July 1, 2013, Mechammil filed a Complaint with the California Superior Court for the County of Riverside, asserting claims for declaratory relief, injunctive relief, and violation of 42 U.S.C. § 1983. (Exh. A to Notice of Removal (Doc. No. 1).) On August 7, 2013, Defendants removed the action to this Court. (Doc. No. 1.)

On August 13, 2013, Defendants field a motion to dismiss Mechammil's Complaint. (Doc. No. 4.) Subsequently, Mechammil filed a First Amended Complaint ("FAC") on September 3, 2013. (Doc. No. 11.) On September 20, 2013, Defendants filed their Motion to Dismiss Mechammil's First Amended Complaint. (Doc. No. 13.) On November 12, 2013, the Court issued an order granting in part Defendants' Motion to Dismiss ("Dismissal Order"). (Doc. No. 24.) The Court dismissed Mechammil's takings claim and facial substantive due process claim without leave to amend. (Id.) The Court dismissed Mechammil's claim for invalidity of the ordinance and unenforceability of the Special Assessments, with leave to amend. The Court denied Defendant's Motion to Dismiss as to Mechammil's procedural due process claim.

On December 2, 2013, Mechammil filed his Second Amended Complaint ("SAC"), asserting claims for (1) violation of civil rights under color of law, 42 U.S.C. § 1983; (2) declaratory relief in regards to the invalidity of the ordinance; (3) declaratory relief in regards to the unenforceability of special assessments; and (4) injunctive relief. (Doc. No. 28.)

On January 2, 2014, Defendants filed the instant Motion to Dismiss Mechammil's Second Amended Complaint. (Doc. No. 29.) Mechammil filed his Opposition on January 20, 2014. ("Opp'n," Doc. No. 30.) Defendants filed their Reply on January 27, 2014. (Doc. No. 31.)

II. LEGAL STANDARD [3]

A. Motion to Dismiss under Rule 12(b)(1)

A party may move to dismiss a claim for lack of subject matter jurisdiction. Fed. R. Civ. P. 12(b)(1). "When subject matter jurisdiction is challenged under Federal Rule of [Civil] Procedure 12(b)(1), the plaintiff has the burden of proving jurisdiction in order to survive the motion." Tosco Corp. v. Communities for a Better Environment, 236 F.3d 495, 499 (9th Cir.2001) (abrogated on other grounds by Hertz Corp. v. Friend, 559 U.S. 77 (2010)). "Unless the jurisdictional issue is inextricable from the merits of a case, the court may determine jurisdiction on a motion to dismiss for lack of jurisdiction under Rule 12(b)(1) ..." Robinson v. U.S., 586 F.3d 683, 685 (9th Cir. 2009) (internal citations and quotations omitted). "A Rule 12(b)(1) jurisdictional attack may be facial or factual." Safe Air for Everyone v. Meyer, 373 F.3d 1035, 1039 (9th Cir. 2004) (internal citations omitted). "In a facial attack, the challenger asserts that the allegations contained in a complaint are insufficient on their face to invoke federal jurisdiction." Id. "By contrast, in a factual attack, the challenger disputes the truth of the allegations that, by themselves, would otherwise invoke federal jurisdiction." Id.

B. Motion to Dismiss under 12(b)(6)

Federal Rule of Civil Procedure 12(b)(6) allows a party to bring a motion to dismiss for failure to state a claim upon which relief can be granted. Rule 12(b)(6) is read in conjunction with Rule 8(a), which requires only a short and plain statement of the claim showing that the pleader is entitled to relief. Fed. R. Civ. P. 8(a)(2); Conley v. Gibson, 355 U.S. 41, 47 (1957) (holding that the Federal Rules require that a plaintiff provide " 'a short and plain statement of the claim' that will give the defendant fair notice of what the plaintiff's claim is and the grounds upon which it rests") (quoting Fed. R. Civ. P. 8(a)(2)); Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555 (2007). When evaluating a Rule 12(b)(6) motion,

a court must accept all material allegations in the complaint—as well as any reasonable inferences to be drawn from them—as true and construe them in the light most favorable to the non-moving party. See Doe v. United States, 419 F.3d 1058, 1062 (9th Cir. 2005); ARC Ecology v. U.S. Dep't of Air Force, 411 F.3d 1092, 1096 (9th Cir. 2005); Moyo v. Gomez, 32 F.3d 1382, 1384 (9th Cir. 1994).

*4 "While a complaint attacked by a Rule 12(b)(6) motion to dismiss does not need detailed factual allegations, a plaintiff's obligation to provide the 'grounds' of his 'entitlement to relief' requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do." Twombly, 550 U.S. at 555 (citations omitted). Rather, the allegations in the complaint "must be enough to raise a right to relief above the speculative level." Id.

To survive a motion to dismiss, a plaintiff must allege "enough facts to state a claim to relief that is plausible on its face." Twombly, 550 U.S. at 570; Ashcroft v. Iqbal, 556 U.S. 662, 697 (2009). "The plausibility standard is not akin to a 'probability requirement,' but it asks f han a sheer possibility that a defendant has acted unlawfully. Where a complaint pleads facts that are 'merely c with' a defendant's liability, it stops short of the line between possibility and plausibility of 'entitlement to relief 129 S. Ct. at 1949 (quoting Twombly, 550 U.S at 556). Recently, the Ninth Circuit clarified that (1) a complaint must "contain sufficient allegations of underlying facts to give fair notice and to enable the opposing party to defend itself effectively," and (2) "the factual allegations that are taken as true must plausibly suggest an entitlement to relief, such that it is not unfair to require the opposing party to be subjected to the expense of discovery and continued litigation." Starr v. Baca, 652 F.3d 1202, 1216 (9th Cir. 2011).

III. DISCUSSION

A. Section 1983 Claim

1. Substantive Due Process

The first claim in the SAC alleges the City deprived Mechammil of substantive due process under the Fourteenth Amendment in violation of 42 U.S.C. § 1983. Mechammil contends the City failed to comply with SJMC section 1.28.110(C) because it failed to provide Flour with proper written notice under the statute, which is fatal to its ability to collect on the Special Assessments owed. (SAC, ¶ 42.) Separately, Mechammil also alleges the City failed to comply with the proper procedures to collect the Special Assessments, which is also fatal to its ability to collect on the Special Assessments. (SAC, ¶¶ 44-46.) In sum, Mechammil maintains that the City's actions in attempting to collect on the Special Assessments without following the procedures set forth in the statute was "unreasonably arbitrary and capricious, taken intentionally and extortionately and/or with deliberate indifference and without justification, and have subjected Plaintiff to the deprivation of his liberty and property without due process of law in violation of the Fourteenth Amendment to the Constitution of the United States." (SAC, ¶ 50.)

Section 1983 may be used as a vehicle to challenge land use regulations, and can be used to bring tantive due process claims, procedural due process claims, equal protection claims, and takings challenges. 5 Patr . Salkin, American Law of Zoning § 46:1 (5th ed. 2012). The "arbitrary and irrational deprivation of real prope nay form the basis of a substantive due process claim. Action Apartment Ass'n, Inc. v. Santa Monica Rent Con 3d., 509 F.3d 1020, 1025 (9th Cir. 2007). "[O]rdinances survive a substantive due process challenge if they were *designed to* accomplish an objective within the government's police power, and if a rational relationship existed between the provisions and purpose of the ordinance." Boone v. Redevelopment Agency of City of San Jose, 841 F.2d 886, 892 (9th Cir. 1988) (quoting Scott v. City of Sioux City, 736 F.2d 1207, 1216 (8th Cir. 1984), cert. denied, 471 U.S. 1003 (1985)).

*5 Substantive due process claims are divided into "facial" and "as-applied" challenges. Kawaoka v. City of Arroyo Grande, 17 F.3d 1227, 1231-34 (9th Cir. 1994). A facial challenge involves a claim that mere enactment of a statute constitutes a violation of a substantive due process. See id. at 1234 (internal citations and quotations omitted) (holding

that to establish a "[facial] violation of substantive due process, the [plaintiffs] are required to prove that the City's general plan or temporary water moratorium was clearly arbitrary and unreasonable, having no substantial relation to the public health, safety, morals or general welfare."); Levald, Inc. v. City of Palm Desert, 998 F.2d 680, 686 (9th Cir. 1993) (internal citations and quotations omitted) (holding that in the context of a takings claim, "[a] facial challenge involves a claim that the mere enactment of a statute constitutes a taking"). On the other hand, an as-applied challenge involves a claim that a specific statute or regulation as applied to specific property is arbitrary and irrational. See Kawaoka, 17 F.3d at 1231; Levald, 998 F.2d at 685 (internal citations and quotations omitted) (in the context of a takings claim, an as-applied challenge involves "a claim that the particular impact of a government action on a specific piece of property requires the payment of just compensation").

2. Ripeness

In the Dismissal Order, the Court dismissed Mechammil's takings claim as unripe and dismissed his substantive due process claim to the extent it was a facial challenge as barred by the statute of limitations. (Dismissal Order at 9.) The Court found that Mechammil was required to make a facial challenge to the ordinance within two years of the date it went into effect, but the instant action was filed well after SJMC section 1.28.110 was last amended. (Id.) Defendants again contend the SAC is subject to dismissal on statute of limitations grounds to the extent it makes a facial challenge to the SJMC section 1.28.110(C). (Motion at 5.)

In response, Mechammil characterizes his claims as "non-facial substantive due process claims" including allegations concerning the "arbitrary and irrational deprivation of [his] real property," that arose after February 2012, and therefore are not barred by the two-year statute of limitations. (Opp'n at 6–7.) Given Mechammil's characterization of this action as "non-facial," the Court finds that Mechammil makes an as-applied challenge to SJMC section 1.28.110(C).

Before the Court may reach the statute of limitations arguments raised by the parties, however, the Court must first determine if Mechammil's claim is ripe. See Ventura Mobilehome Cmtys. Owners' Ass'n v. City of Buenaventura, 371 F.3d 1046, 1052 (9th Cir. 2004) (citing Hacienda Valley Mobile Estates v. City of Morgan Hill, 353 F.3d 651, 655 (9th Cir. 2003) ("In determining whether takings claims are properly before the court, we first determine whether the claim is ripe and then determine whether the claim is barred by a statute of limitations."). "All as-applied challenges to regulatory takings, whether based on the just compensation clause, the due process clause or the equal protection clause, possess the same ripeness requirement ...." S. Pac. Transp. Co. v. City of Los Angeles, 922 F.2d 498, 507 (9th Cir. 1990).

To determine if a claim is ripe when analyzing an as-applied challenge, the Court uses the two-prong test as articulated by the Supreme Court in Williamson County Regional Planning Commission v. Hamilton Bank, 473 U.S. 172 (1985). To satisfy the ripeness test in Williamson, the party challenging the statute must first obtain "a final decision regarding the application of the zoning ordinance ... to its property." Id. at 186. Thus, in order to determine that a claim is ripe, there must be a "final, definitive position regarding how [the relevant administrative agency] will apply the regulations at issue to the particular land in question." Id. at 191. "Facial challenges are exempt from the first prong of the Williamson ripeness analysis because a facial challenge by its nature does not involve a decision applying the statute or regulation." Guggenheim v. City of Goleta, 638 F.3d 1111, 1117 (9th Cir. 2010).

*6 In addition to obtaining a final decision regarding the application of the zoning ordinance, the party must also show they have "unsuccessfully attempted to obtain just compensation through the procedures provided by the State for obtaining such compensation ...." Id. at 195. "'So long as the state provides "an adequate process for obtaining compensation," no constitutional violation can occur' until just compensation is denied." Levald, Inc. v. City of Palm Desert, 998 F.2d 680, 687 (9th Cir. 1993) (citations omitted). "Thus, a plaintiff cannot bring a section 1983 action in federal court until the state denies just compensation. A claim under section 1983 is not ripe—and a cause of action under section 1983 does not accrue—until that point." Id.

A claimant need not seek state remedies if those remedies would be inadequate or futile. Id. (citing Austin v. City and County of Honolulu, 840 F.2d 678, 680–81 (9th Cir. 1988)). "The landowner bears the burden of establishing, by more than mere allegations, the futility of pursuing any of the steps needed to obtain a final decision." Del Monte Dunes at Monterey, Ltd. v. City of Monterey, 920 F.2d 1496, 1501 (9th Cir. 1990) (citing Herrington v. County of Sonoma, 857 F.2d 567, 570 (9th Cir.1988), modifying 834 F.2d 1488 (1987)).

Regardless of whether the Court characterizes Mechammil's action as a facial or an as-applied substantive due process challenge, the ripeness inquiry applies to both. Previously, the Court dismissed Mechammil's takings claim because, although he arguably had exhausted his administrative remedies, he had not sought judicial review of those administrative proceedings in state court, and therefore had not exhausted his judicial remedies in such a way as to satisfy the finality prong of the ripeness test. (Dismissal Order 7–8.) The SAC contains no additional allegations that Mechammil obtained a "final decision" concerning the applicability of SJMC section 1.28.110 as it applies to his property. Accordingly, the Court finds that Mechammil's as-applied challenge to the statute is not ripe, and the Court lacks jurisdiction to consider that claim.

B. Declaratory Judgment

1. Invalidity of SJMC § 1.28.110(C)

In addition to the as-applied challenge to SJMC section 1.28.110(C), the SAC contains two claims for declaratory judgment pursuant to California Code of Civil Procedure section 1060, seeking a determination that SJMC section 1.28.110(C) is invalid (claim two), and that, even assuming that SJMC section 1.28.110(C) is valid, the City's attempts to collect on the Special Assessments did not comply with the statute (claim three). (SAC, ¶¶ 78, 82.)

"The validity of a statute or ordinance may be challenged in a proceeding for declaratory relief under [California Code of Civil Procedure §] 1060." 7 Witkin, Summary of California Law, Constitutional Law, § 100 (10th ed. 2005) (citing La Franchi v. City of Santa Rosa, 8 Cal. 2d 331, 332 (1937)). California Code of Civil Procedure section 1060 provides that "Any person ... who desires a declaration of his or her rights or duties ... in respect to, in, over or upon property, ... may, in cases of actual controversy relating to the legal rights and duties of the respective parties, bring an original action or cross-complaint in the superior court for a declaration of his or her rights and duties in the premises ...." Cal. Civ. Proc. Code § 1060.

In the Court's previous Dismissal Order, the Court rejected Mechammil's claims that the Special Assessments were unenforceable because SJMC section 1.28.110(C) violates the California state constitution and various California statutes. (Dismissal Order at 13.) For example, in the FAC, Mechammil maintained that "Although subdivision (d) of Government Code section 53069.4 provides that a city may proceed to collect unpaid administrative fines pursuant to the procedures set forth in its ordinance, the statute does not expressly authorize a city to collect such fines via property tax mechanisms, e.g., by placing a special assessment on the county tax roll." (FAC, ¶ 43.) Though the Court found some of his arguments persuasive, the Court ultimately rejected the argument that SJMC section 1.28.110(C) was invalid, and, in turn, rejected the argument that the special assessments were unenforceable. (Dismissal Order at 14.) The Court granted Mechammil leave to amend these claims.

*7 The SAC largely reproduces previously dismissed sections of the FAC, including the quoted language above, arguing invalidity of the special assessment statute on the grounds that the City lacked the authority to collect on the assessments pursuant to the current statutory scheme. (Compare FAC, ¶¶ 58–79 with SAC, ¶¶ 35–51.) The only additional allegation in the SAC supporting the contention that SJMC section 1.28.110(C) is invalid is further information about a statute passed by the California legislature that was subsequently vetoed. (See SAC, ¶¶ 73–74.) As stated in the Dismissal Order, the Court cannot rely upon on unpassed bills to evince legislative intent. See McFarland v. Guardsmark, LLC, 538 F. Supp. 2d 1209, 1217 (N.D. Cal. 2008) aff'd, 588 F.3d 1236 (9th Cir. 2009). Thus, for the same reasons stated in the

Dismissal Order, the SAC fails to state a claim to the extent it requests declaratory and injunctive relief on the basis that SJMC section 1.28.110(C) is invalid.

2. Unenforceability of the Special Assessments

Mechammil has framed the third claim as one for declaratory relief due to the unenforceability of the Special Assessments. It does not seek a declaratory judgment that SJMC section 1.28.110(C) is invalid. Rather, it claims that, even assuming that SJMC section 1.28.110(C) is valid, the City has failed to comply with the elements of the statute in the collection of the Special Assessments on the Property, and therefore the Special Assessments are unenforceable.

Mechammil alleges that section 1.28.110(C) required the City to notify Faour in writing at the times the Faour Citations were issued, giving notice that unpaid fines would be subject to special assessment and that the Property could be sold after three years by the Tax Collector for unpaid delinquent assessments. (SAC, ¶ 41.) Mechammil also alleges that section 1.28.110(C)(2) required the city to take specific steps to enforce the Special Assessment, but it failed to do so. (SAC, ¶ 44.) Specifically, Mechammil asserts that section 1.28.110(C)(2) requires the City to take two "successive and necessary steps" in order to enforce the special assessments: (1) to request the County Recorder to record a notice of any lien confirmed by the Council; and (2) to request the Tax Collector to collect any special assessments confirmed by the Council. (SAC, ¶ 44.) Mechammil contends the City failed to perform step one in that it failed to provide notice or record a lien confirmed by the City Council, and as a result, the City wrongfully proceeded to employ the special assessment collection procedures depriving Mechammil of liberty and property without due process. (SAC, ¶¶ 43, 46.)

The SJMC section 1.28.110(C)(2) provides:

[T]he city council shall authorize the city staff *to take any further steps necessary* to enforce collection of the liens and special assessments, *including but not limited to the following*:

(a) Requesting the county recorder to record a notice of any lien confirmed by the city council against the respective property; and

(b) Requesting the county tax collector on behalf of the city to collect any special assessment confirmed by the city council.

San Jacinto, Cal., Code § 1.28.110(C)(2) (emphasis added). Based on the plain language of the Code, the actions provided in section 1.28.110(C)(2) constitute examples rather than mandatory steps that the City must take in order to "enforce collection of the liens and special assessments." Id.

As Defendants argue, the first example involves a creating a lien: "Requesting the county recorder to record a notice of any lien confirmed by the city council against the respective property." San Jacinto, Cal., Code § 1.28.110(C)(2)(a). This corresponds with the requirement for creating a lien in subsection (4) which states that "[i]f the city council determines that the proposed lien authorized pursuant to subsection (C)(3) of this section shall also become a lien, the city council may also cause a notice of lien to be recorded." San Jacinto, Cal., Code § 1.28.110(C)(4). The second method is collection of special assessments by "[r]equesting the county tax collector on behalf of the city to collect any special assessment confirmed by the city council." San Jacinto, Cal., Code § 1.28.110(C)(2)(b). This method corresponds with subsection (C)(3) which states that "[e]xcept as provided in subsection (C)(4) of this section, the amount of the proposed lien may be collected as a special assessment at the same time and in the same manner as property taxes are collected." San Jacinto, Cal., Code § 1.28.110(C)(3). Therefore, the language of the Code allows the City to collect unpaid administrative citations using two methods: special assessments and liens. It follows, then, that the City may seek to enforce a special assessment without also obtaining a lien against the property.

*8 Here, while there are no allegations that the City placed a lien on the Property, ammil alleges that the City confirmed two special assessments on July 19, 2011 and July 17, 2012, respectively. (SA [22, 31.) Thus, in levying the special assessments against the Property, the City has complied with the requirements set forth in section 1.28.110(C)(2). (Opp'n at 5.) Therefore, to the extent Mechammil seeks a declaratory judgment that the City has not complied with the statute, that claim must be dismissed.

Accordingly, the Court GRANTS Defendants' Motion to Dismiss Plaintiff's claims requestingdeclaratory and injunctive relief(claims two, three, and four).

C. Leave to Amend

Federal Rule of Civil Procedure 15(a) provides that the Court "should freely give leave [to amend] when justice so requires." Fed. R. Civ. P. 15(a)(2). A district court can deny leave "where the amendment would be futile ... or where the amended complaint would be subject to dismissal." Saul v. United States, 928 F.2d 829, 843 (9th Cir. 1991) (citations omitted); see also Steckman v. Hart Brewing, Inc., 143 F.3d 1293, 1298 (9th Cir. 1998). "[A] proposed amendment is futile only if no set of facts can be proved under the amendment to the pleadings that would constitute a valid and sufficient claim or defense." Miller v. Rykoff-Sexton, Inc., 845 F.2d 209, 214 (9th Cir. 1988).

The Court previously dismissed Mechammil's facial substantive due process claim as time barred, without leave to amend. With respect to his claims that 1.28.110(C) is invalid and unenforceable, the Court dismissed those claims with leave to amend. Here, the Court dismisses Mechammil's as-applied substantive due process claim on the grounds that it is unripe and dismisses the declaratory judgment claims on largely the same grounds as it previously did, namely, that he failed to allege any facts showing that SJMC section 1.28.110(C) is invalid or that the steps taken by the City to collect on the Special Assessments levied under that section were unenforceable. As further amendment of those claims now appear futile, the Court dismisses those claims, without leave to amend.

IV. CONCLUSION

For the foregoing reasons, the Court GRANTS Defendants' Motion to Dismiss, and dismisses all claims in the SAC. The Court previously denied Defendants' Motion to Dismiss as it related to a procedural due process claim against them, but Mechammil did not reallege a claim for a violation of his procedural due process rights in the SAC. Thus, if Mechammil wishes to file a third amended complaint alleging a procedural due process claim, he may file such a complaint no later than March 31, 2014.

IT IS SO ORDERED.

All Citations

Slip Copy, 2014 WL 12697256

Footnotes

1 Some of the dollar amounts mentioned in the SAC have decimal figures listed, while others do not. Where dollar amounts appear in this Order, they correspond with dollar amounts listed in the SAC.

2 While in one portion of the SAC, Mechammil claims that the City issued a total of 432 citations totaling $630,930 (SAC, ¶ 18), in another portion, Mechammil claims the City issued a total of 439 citations totaling $639,400. (SAC, ¶ 19.)

3 Unless otherwise noted, all mentions of "Rule" refer to the Federal Rules of Civil Procedure.

WESTLAW

ATTACHMENT 8

AGREEMENT FOR COLLECTION OF SPECIAL
TAXES, FEES, AND ASSESSMENTS
Tax Codes 825-861

THIS AGREEMENT is made and entered into this 24th day of August, 1997, by and between the COUNTY OF SONOMA, a political subdivision of the State of California, hereinafter referred to as "County" and the CITY OF SANTA ROSA, a municipal corporation of the State of California, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, state law authorizes the County to recoup its collection costs when the County collects taxes, fees, or assessments for any City, zone or improvement District thereof; and

WHEREAS, when requested by City, it is in the public interest and efficient that the County collect for City the special taxes, fees, and assessments imposed on parcels subject to real property tax;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, when requested by City as hereinafter provided, or as required by law, to collect on the County tax rolls the special taxes, fees, and assessments (hereinafter collectively referred to as "charges") of City, and of each zone or improvement district thereof, except as follows: (1) Tax bills will not be generated for charges imposed on parcels exempt from real property taxation because of low value. Existing charges on such parcels will be removed from the tax rolls and referred to the City for further collection efforts. (2) Tax bills will be generated for parcels that are immune or otherwise exempt from real property taxation; however, unpaid charges on such parcels will be removed from the roll if they become delinquent, and the charge referred to the City for further collection efforts.

2. Beginning in 1998-99 the County may charge the sum of .0085 of the annual levy, as specified by the City, for each special tax, fee, or assessment that is to be collected on the County tax rolls by the County for the City.

3. City agrees to notify the Auditor-Controller of the County on or before the 10th day of August of each fiscal year of the Assessor's parcel numbers and the amount of each special tax, fee, or assessment to be collected. To be effective, the notice must be received by the Auditor-Controller by said date. City shall only submit for collection taxes, fees, or assessments which City believes comply with all requirements of state law.

4. City hereby releases and forever discharges County and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of any action taken by City in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.

5. City agrees to and shall defend, indemnify and save harmless County and its officers, agents and employees ("indemnified parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of or resulting from implementation of this agreement by the indemnified parties except to the extent such liability or damage is caused by or results from the sole negligence of the indemnified parties.

6. City agrees that its officers, agents and employees will cooperate with County by answering inquiries made to City by any person concerning City's special tax, fee, or assessment, and City agrees that its officers, agents and employees will not refer such individuals making inquiries to County officers or employees for response. County agrees to refer any incorrectly directed inquiries to City for response.

7. City shall not assign or transfer this agreement or any interest herein and any such assignment or transfer or attempted assignment or transfer of this agreement or any interest herein by City shall be void and shall immediately automatically terminate this agreement.

8. This agreement shall be effective for the 1997-98 fiscal year and shall be automatically renewed for each fiscal year thereafter unless terminated as hereinafter provided.

9. Either party may terminate this agreement for any reason for any ensuing fiscal year by giving written notice thereof to the other party prior to May 1st of the preceding fiscal year.

10. County's waiver of breach of any one term, covenant, or other provision of this agreement, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

8-26-97

City of Santa Rosa

By

SONOMA COUNTY AUDITOR-CONTROLLER

permit SONOMA

County of Sonoma
Permit & Resource Management Department

Sonoma County Project Review and Advisory Committee ACTIONS

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: August 2, 2018

COMMITTEE MEMBERS
Keith Hanna, Sanitation - Vice Chair
Blake Hillegas, Planning - Secretary
Shelley Janek, Agricultural Commissioner's Office
Laurel Putnam, Department of Transportation and Public Works
Yoash Tilles, Grading and Storm Water
Becky Ver Meer, Health Specialist
Leonard Gabrielson, Surveyor - Chair

REGULAR CALENDAR

Item No:	1
Time:	9:05 a.m.
File No.:	MNS16-0004
Staff:	Brian Millar, Land Logistics
Applicant:	Cort Munselle
Owner:	Gregg Family Partnership
Con't from:	December 7, 2017
Env. Doc:	Mitigated Negative Declaration
Proposal:	Request for the Minor Subdivision of an 82 acre parcel into four lots; 9.34, 12.51, 12.24., and 40.46 acres in size, with a designated remainder of 14.04 acres.
Location:	3915 Wallace Road, Santa Rosa
APN:	029-050-085
District:	1
Zoning:	Rural Residential (RR) with an allowable density of 1 dwelling unit per 5 acres, and combining districts for Riparian Corridor 50/50 (RC), Scenic Resources (SR), and Valley Oak Habitat (VOH).

Sonoma County Project Review and Advisory Committee Actions
August 2, 2018

Action: Becky VerMeer moved to continue this item to September 20, 2018 at 9:05 a.m. Seconded by Yoash Tilles and passed with a 5-0-2 vote.

Appeal Deadline: n/a

Vote:

Keith Hanna:	Aye
Blake Hillegas:	Absent
Shelley Janek:	Aye
Laurel Putnam:	Absent
Yoash Tilles:	Aye
Becky Ver Meer:	Aye
Leonard Gabrielson:	Aye

Ayes:	5
Noes:	0
Absent:	2
Abstain:	0

County of Sonoma
Permit & Resource Management Department

Sonoma County Combined Planning Commission
And Board of Zoning Adjustments
ACTIONS

Permit Sonoma
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: August 2, 2018
Meeting No.: 18-09

ROLL CALL

Larry Reed
Paula Cook
Cameron Mauritson
Pamela Davis
Greg Carr, Chair

STAFF MEMBERS

Jennifer Barrett
Hannah Spencer
Nash Gonzalez
Jane Riley
Arielle Kohn, Secretary
Leslie A. Thomsen, Deputy County Counsel

PLANNING COMMISSION UNCONTESTED CALENDAR

No.:	1
Time:	1:05 pm
File:	ZCE17-0007
Applicant:	2642 Westside Rd, LLC
Owner:	2642 Westside Rd, LLC
Cont. from:	N/A
Staff:	Hannah Spencer
Env. Doc:	Categorical Exemption 15061(b)(3)
Proposal:	Request for a Zone Change to remove the Z (Accessory Unit Exclusion) combining district on a 9.05-acre parcel.
Location:	2642 Westside Rd, Healdsburg
APN:	110-130-024
District:	4
Zoning:	LIA (Land Intensive Agriculture), B6 20 acre density, and current combining zones include Z (Accessory Unit Exclusion), RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), SR (Scenic Resources), VOH (Valley Oak Habitat)
Action:	**Commissioner Davis** motioned approval the item as recommended by staff. Seconded by **Commissioner Mauritson** and passed with a 5-0-0 vote.
Appeal Deadline:	N/A
Resolution No.:	18-012

Vote:

Commissioner: Reed	Aye
Commissioner: Cook	Aye
Commissioner: Mauritson	Aye
Commissioner: Davis	Aye
Commissioner: Carr	Aye

Ayes:	5
Noes:	0
Absent:	0
Abstain:	0

Adjourn Planning Commission and Convene Board of Zoning Adjustments

BOARD OF ZONING ADJUSTMENTS REGULAR CALENDAR

Item No.:	2
Time:	1:05 pm
File:	UPE15-0060
Applicant:	Dominic Foppoli, Foppoli Family Vineyards
Owner:	Dominic Foppoli, Foppoli Family Vineyards
Cont. from:	September 28, 2017
Staff:	Nash Gonzalez
Env. Doc:	Mitigated Negative Declaration
Proposal:	Request for a Use Permit to convert an existing 1,800 square foot garage to a tasting room by appointment only (crush and fermentation is off-site, only barrel aging is proposed), with a waiver to covered parking and to include two (2) wine club events, up to 30 people to take place during tasting room hours.
Location:	5107 Slusser Road, Windsor
APN:	066-280-036
District:	4
Zoning:	DA B6-60, Z, F-2, VOH: RC50/50 (Diverse Agriculture; Riparian Corridor 50/50; Flood Plain; Valley Oak Habitat Combining Districts)
Action:	**Commissioner Mauritson** motioned to approve the item as recommended with modified conditions. Seconded by **Commissioner Davis** and passed with a 5-0-0 vote.
Appeal Deadline:	Ten days
Resolution No.:	18-011

Vote:

Commissioner: Reed	Aye
Commissioner: Cook	Aye
Commissioner: Mauritson	Aye
Commissioner: Davis	Aye
Commissioner: Carr	Aye

Ayes:	5
Noes:	0
Absent:	0
Abstain:	0

Adjourn Board of Zoning Adjustments and Reconvene Planning Commission

PLANNING COMMISSION REGULAR CALENDAR

Item No.:	3
Time:	1:30 pm
File:	ORD18-0006
Applicant:	County of Sonoma
Owner:	N/A
Cont. from:	N/A
Staff:	Jane Riley
Env. Doc:	Exempt: Title 14, Cal. Code of Regulations Section 15061(b)(3) and CEQA Guidelines 15301 (existing facilities)
Proposal:	Revisions to the Sonoma County Code to expand opportunities for housing by adopting allowances for new housing types, simplifying development standards, and better preserving existing rental housing and mobile home parks.
Location:	Countywide
APN:	Various
District:	All
Zoning:	Various
Action:	This item has been continued off calendar.